

# January 13, 2025 – 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

Paul Akinjo, Mayor

Jennifer Torres-O'Callaghan, Vice Mayor

Minnie Diallo, Councilmember

Stephen Dresser, Councilmember

Diane Lazard, Councilmember

## City Staff

Stephen Salvatore, City Manager

Salvador Navarrete, City Attorney

Michael King, Assistant City Manager

Thomas Hedegard, Deputy City Manager

Stephen Sealy, Chief of Police

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.



**January 13, 2025 – Regular Meeting Agenda – 7:00 p.m.**

## **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 welcome in person. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

**<https://www.zoomgov.com/j/1611749545?pwd=AXwVhMbiF0vCVbvqGAcg0Q5EQ5Ms1k.1>**

- ✦ During the meeting, those joining 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: 161 174 9545 / Passcode: 333410
- ✦ 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 refer to 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 the 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 the City Council, a card must be submitted to the City Clerk indicating the 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 in speaking, 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, JANUARY 13, 2025  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

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

**1. PRELIMINARY**

1.1 CALL TO ORDER

1.2 OATH OF OFFICE TO APPOINTED COUNCILMEMBER STEPHEN DRESSER  
BY CITY CLERK TERESA VARGAS

1.3 CLOSED SESSION

1.3.1 LIABILITY CLAIM: Pursuant to Government Code Section  
54956.95

- Claimant: Angela Victoria  
Agency Claimed Against: City of Lathrop

**RECONVENE**

1.3.2 REPORT FROM CLOSED SESSION

1.4 ROLL CALL

1.5 INVOCATION

1.6 PLEDGE OF ALLEGIANCE

1.7 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.8 INFORMATIONAL ITEM(S) - None

1.9 DECLARATION OF CONFLICT(S) OF INTEREST

**2. PRESENTATIONS - None**

2.1 PRESENTATION - PROJECT STATUS UPDATE ON THE CONSOLIDATED  
TREATMENT FACILITY (CTF) PHASE 3 EXPANSION (CIP WW 22-38)

2.2 PRESENTATION - UPDATE ON THE AVA COMMUNITY ENERGY ENROLLMENT PLAN

**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 in speaking, 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 City Council majority, all questions asked and not answered at the meeting will be responded to in writing within 10 business days. ALL PUBLIC COMMENTS MUST BE MADE IN COMPLIANCE WITH THE LATHROP CITY COUNCIL HANDBOOK OF RULES AND PROCEDURES!

**4. CONSENT CALENDAR**

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approve Minutes for the Special City Council Meeting of December 9, 2024 (Municipal Election Certification)

4.3 SECOND READING AND ADOPTION OF ORDINANCE 25-461 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE TITLE 3, CHAPTER 3.30 INFORMAL BIDDING THRESHOLDS AND SERVICE DEFINITIONS IN ACCORDANCE WITH THE UPDATED ASSEMBLY BILL 2192 (AB 2192) (2024) AMENDMENTS TO THE PUBLIC CONTRACT CODE

Waive Full Reading and Adopt Ordinance 25-461 Amending the Lathrop Municipal Code (LMC) to Update Title 3, Chapter 3.30 Informal Bidding Thresholds and Service Definitions in Accordance with the Updated AB 2192 (2024) Amendments to the Public Contract Code

- 4.4 ACCEPTANCE OF THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2024  
Adopt Resolution Accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2024
- 4.5 REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2023-2024  
Review of the Capital Facility Fee Funds Report for Fiscal Year 2023-2024
- 4.6 APPROVE PROPOSED FISCAL YEAR 2025-26 AND FISCAL YEAR 2026-27 BIENNIAL BUDGET CALENDAR  
City Council to Consider and Approve the Proposed Fiscal Year 2025-26 and Fiscal Year 2026-27 Biennial Budget Calendar
- 4.7 APPROVE OUT OF STATE TRAVEL FOR THE MAYOR TO ATTEND THE U.S. CONFERENCE OF MAYORS 93<sup>RD</sup> WINTER MEETING  
Adopt Resolution Authorizing Out of State Travel for the Mayor to Attend the U.S. Conference of Mayors 93rd Winter Meeting in Washington, DC, January 17 -19, 2025
- 4.8 APPROVE OUT OF STATE TRAVEL FOR CITY STAFF TO PARTICIPATE IN THE ICSC LAS VEGAS CONFERENCE IN MAY 2025  
Adopt Resolution Authorizing Out of State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the Innovating Commerce Serving Communities (ICSC) 2025 Conference in Las Vegas, Nevada from May 18, 2025, to May 20, 2025
- 4.9 APPROVE SERVICE CONTRACT WITH FRANK M. BOOTH INC. TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR THE CITY'S HVAC SYSTEMS  
Adopt Resolution to Approve a Service Contract with Frank M. Booth Inc. to Provide Preventative Maintenance Services for the City's HVAC Systems
- 4.10 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND MAPPING SERVICES  
Adopt Resolution to Approve a Professional Consulting Services Agreement with Alexander & Associates, Inc. to Provide On-Call Land Survey and Mapping Services

- 4.11 APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06 AND APPROVE BUDGET AMENDMENT  
 Adopt Resolution Approving Amendment No. 3 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06 and Approve Budget Amendment
- 4.12 RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND APPROVE RELATED BUDGET AMENDMENT  
 Adopt Resolution to Ratify the Purchase of Automatic License Plate Recognition Surveillance System Software and Hardware From Vigilant Solutions, LLC. for CIP GG 19-07 Citywide Surveillance System and Approve Related Budget Amendment
- 4.13 CREATE CIP PS 25-16 FOR BULBOUTS ON 5TH STREET, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, AND APPROVE BUDGET AMENDMENT  
 Adopt Resolution to Create Capital Improvement Project PS 25-16 for Bulbouts on 5th Street, Award a Construction Contract to DSS Company dba Knife River Construction, and Approve Budget Amendment
- 4.14 CREATE CIP SD 25-17 EAST LATHROP STORMWATER MASTER PLAN, RATIFY PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., AND APPROVE BUDGET AMENDMENT  
 Adopt Resolution to Create CIP SD 25-17 East Lathrop Water Stormwater Master Plan, Ratify a Professional Services Agreement with Carollo Engineers, Inc., and Approve Budget Amendment

## **5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDMENTS TO VARIOUS CHAPTERS OF THE LATHROP MUNICIPAL CODE (LMC) TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS IN TITLE 8, HEALTH AND SAFETY AND TITLE 17, ZONING (TA-24-161)  
 Council to Consider the Following:
1. Hold a Public Hearing; and
  2. First Reading and Introduction of an Ordinance to Adopt Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 8, Health and Safety and Title 17, Zoning. The Amendments Include the Following:

- Chapter 8.40 (Unlawful Camping): Add Recreational Vehicles and Trailers to the Definition of “Camp Facilities” and Update the Number of Days Overnight Camping is Permitted on Private Residential Properties from One (1) to Two (2) Consecutive Nights.
- Chapter 17.04 (General Provisions): Move Definition of “Assembly Use” to be in Alphabetical Order.
- Chapter 17.23 (P/QP Public-Quasi Public District): Add Language to Clarify that a Public-Quasi Public Zoned Property Must be Fully Developed Pursuant to City Requirements Prior to Being Occupied.
- Chapter 17.32 (R One-Family Residential District): Update the Permitted Use Section Reference to Title 6 (Animals) and Remove “Mobilehomes” as a Permitted Use with an Administrative Approval.
- Chapter 17.36 (RM Multi-Family Residential District): Update the Permitted Use Section to Reference Title 6 (Animals), Remove “Mobilehomes” as a Permitted Use with an Administrative Approval, and Clarify Site Improvements and Design Review Requirements.
- Chapter 17.38 (Historic Lathrop Overlay District): Update the Historic Overlay District Map to be Consistent with the Zoning Map.
- Chapter 17.44 (C Commercial District): Clarify that Temporary Sidewalk Sales and Use of Public Right-of-Way for Display and Sales of Merchandise Conform to the Provisions of Chapter 8.25 (Sidewalk Vendors) and Clarify Site Improvements and Design Review Requirements.
- Chapter 17.48 (I Industrial District): Clarify that an Industrial Zoned Property Must be Fully Developed Pursuant to City Requirements Prior to Being Occupied.
- Chapter 17.57 (Mossdale Landing Zoning): Remove “Adult Novelty Stores” as a Conditional Use in the CS-MV, Service Commercial, CH-MV, Highway Commercial (Mossdale Landing) and CS-MV, Service Commercial (Mossdale Landing East) Zoning Districts. Clarify Site Improvements and Design Review Requirements in Various Sections.
- Chapter 17.58 (Lathrop Gateway Business Park Zoning Districts): Modify Reference to the Appropriate Section (Article 5, Development Standards) and Clarify Site Improvements and Design Review Requirements.

- Chapter 17.59 (South Lathrop Zoning Districts): Clarify Site Improvements and Design Requirements in the CO-SL, Commercial Office and IL-SL, Limited Industrial Zoning Districts.
- Chapter 17.62 (Central Lathrop Zoning Districts): Prohibit Duplex on Residential/Mixed Use Zoning District East of Golden Valley Parkway, Update the Permitted Use Section to Reference Title 6 (Animals), and Clarify Site Improvements and Design Review Requirements in Various Sections.
- Chapter 17.92 (Landscaping and Screening Standards): Add Language to Implement Senate Bill 1383 Promoting Use of Recycled Mulch and Compost.
- Chapter 17.100 (Site Plan Review): Add Language to Clarify that a Property Must be Fully Developed Pursuant to City Requirements Prior to Being Occupied.

5.2 REVIEW MICROTRANSIT RFP RESULTS AND PROVIDE DIRECTION ON TRANSIT

Council to Review Microtransit RFP Results and Provide Direction on Transit

5.3 ESTABLISH A FINANCIAL INCENTIVE PROGRAM LIMITED TO NEW RETAIL ESTABLISHMENTS LOCATING IN THE CITY EAST OF INTERSTATE 5 AND APPROVE BUDGET AMENDMENT

Council to Discuss and Consider a Resolution to Establish a Retail Incentive Program and Approve Budget Amendment

5.4 CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY LIMITS

City Council to Discuss and Provide Staff Direction Regarding a Potential Amendment to the Lathrop Municipal Code Regarding Keeping Fowl within City Limits

5.5 DISCUSS OUT OF STATE TRAVEL FOR THE 2025 NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE

Adopt Resolution Authorizing Out of State Travel for the 2025 National League of Cities Congressional City Conference to Washington D.C., from March 8-12, 2025, and Approval of Related Budget Amendment

**6. COUNCIL COMMUNICATIONS**

6.1 MAYOR AKINJO REFERRAL – Mayor and Councilmember Assignments for 2025



6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Ava Community Energy (Diallo/Torres-O'Callaghan)*
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
- *Council of Governments (Akinjo/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/Vacancy)*
- *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



CITY OF LATHROP  
CITY COUNCIL SPECIAL MEETING  
MONDAY, DECEMBER 9, 2024, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive, Lathrop, CA 95330

MINUTES

**PLEASE NOTE: There was no Closed Session prior to the Special Meeting. The Special Meeting commenced at 5:12 p.m.**

**1. PRELIMINARY**

- 1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:12 p.m.
- 1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Diallo ; and Councilmembers: Akinjo, Lazard, and Torres-O’Callaghan.  
  
Absent: None.
- 1.3 PLEDGE OF ALLEGIANCE: Councilmember (and Mayor Elect) Akinjo led the pledge of allegiance.

**2. SCHEDULED ITEMS(S)**

- 2.1 CITY COUNCIL ELECTION CERTIFICATION AND REORGANIZATION
  - 2.1.1 DECLARATION AND CERTIFICATION OF THE NOVEMBER 5, 2024, GENERAL MUNICIPAL ELECTION RESULTS

Government Services Director and City Clerk Teresa Vargas provided the results of the November 5, 2024, General Municipal Election, certified by the San Joaquin Registrar of Voters on December 3, 2024.

On a motion by outgoing Mayor Dhaliwal, seconded by Vice Mayor Diallo, the City Council adopted **Resolution 24-5694** reciting the fact of the General Municipal Election held on November 5, 2024, and declaring the result and such other matters as provided by law.

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

### 2.1.2 PRESENTATION TO / COMMENTS BY OUTGOING MAYOR

- Sonny Dhaliwal, Outgoing Mayor

Outgoing Mayor Dhaliwal commented on the matter, congratulated newly elected Mayor Akinjo, and re-elected Councilmembers Diallo and Torres-O'Callaghan. Mr. Dhaliwal commented on his newly elected position as a San Joaquin County Board of Supervisor and expressed appreciation for having the ability to continue serving the Lathrop community and all the other communities within the 3<sup>rd</sup> District of San Joaquin County.

Mayor Elect Akinjo presented a commemorative plaque to outgoing Mayor Dhaliwal recognizing his six years of service as Council Member and twelve years of service as Mayor for the City of Lathrop. Mayor Elect Akinjo and Councilmembers Diallo, Lazard and Torres-O'Callaghan expressed their appreciation and best wishes to outgoing Mayor Dhaliwal.

### 2.1.3 PRESENTATION OF THE CERTIFICATE OF ELECTION AND OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

- Minnie "Cotton" Diallo, Council Member
- Jennifer Torres-O'Callaghan, Council Member
- Paul Akinjo, Mayor

City Clerk Teresa Vargas provided official Oaths of Office to all elected officials prior to the special meeting. The following ceremonial Oaths of Office were provided in the following order:

Aicha Diallo, deputized to administer the ceremonial Oath of Office by City Clerk Teresa Vargas, administered the ceremonial Oath of Office to Councilmember Minnie "Cotton" Diallo. Following the ceremonial Oath of Office, City Clerk Teresa Vargas provided the Certificate of Election to Councilmember Minnie "Cotton" Diallo.

John O'Callaghan, deputized to administer the ceremonial Oath of Office by City Clerk Teresa Vargas, administered the ceremonial Oath of Office to Councilmember Jennifer Torres-O'Callaghan. Following the ceremonial Oath of Office, City Clerk Teresa Vargas provided the Certificate of Election to Councilmember Jennifer Torres-O'Callaghan.

Outgoing Mayor Dhaliwal, deputized to administer the ceremonial Oath of Office by City Clerk Teresa Vargas, administered the ceremonial Oath of Office to Mayor Paul Akinjo. Following the ceremonial Oath of Office, City Clerk Teresa Vargas provided the Certificate of Election to Mayor Paul Akinjo.

#### 2.1.4 COMMENTS BY NEWLY ELECTED OFFICIALS

The Mayor and Councilmembers made various comments on the matter, they expressed their appreciation to the Lathrop community and expressed best wishes to outgoing Mayor Dhaliwal.

#### 2.1.5 APPOINTMENT OF VICE MAYOR

Mayor Akinjo provided an overview of the appointment process and appointed Councilmember Jennifer Torres-O'Callaghan as Vice Mayor for 2025.

#### 2.1.6 MAYOR AND COUNCILMEMBER ASSIGNMENTS TO SERVE ON OUTSIDE AGENCY BOARDS, COMMISSION & COMMITTEES FOR 2025

Mayor Akinjo assumed the delegate position for the League of California Cities Central Valley Executive Committee formerly held by outgoing Mayor Dhaliwal. The remaining of the City Council appointments for 2025, for members of the City Council to represent the City of Lathrop on outside agency boards, commissions and committees, were postponed to the Regular Meeting of January 13, 2025. The postponement of the assignments would allow time for the City Council to discuss the City Council vacancy.

*There was a brief public ceremonial reception following the adjourned of the Special Meeting. The public reception was not broadcasted.*

3. **ADJOURNMENT** – Mayor Akinjo adjourned the Special Meeting at 6:08 p.m. The City Council held a brief public reception celebrating the newly elected City Council, prior to the Regular Meeting for Monday, December 9, 2024, with Closed Session scheduled to commenced at 6:45 p.m. and the open session scheduled to commence at its regularly scheduled time of 7:00 p.m.

  
Teresa Vargas, MMC  
Government Services Director  
City Clerk

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**ITEM 4.3**

**CITY MANAGER’S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 25-461 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE TITLE 3, CHAPTER 3.30 INFORMAL BIDDING THRESHOLDS AND SERVICE DEFINITIONS IN ACCORDANCE WITH THE UPDATED ASSEMBLY BILL 2192 (AB 2192) (2024) AMENDMENTS TO THE PUBLIC CONTRACT CODE**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 25-461 Amending the Lathrop Municipal Code (LMC) to Update Title 3, Chapter 3.30 Informal Bidding Thresholds and Service Definitions in Accordance with the Updated AB 2192 (2024) Amendments to the Public Contract Code**

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**RECOMMENDED ACTION:**

The City Council to conduct a second reading and adopt Ordinance 25-461 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMENDING THE LATHROP MUNICIPAL CODE (LMC) TO UPDATE TITLE 3, CHAPTER 3.30 INFORMAL BIDDING THRESHOLDS AND SERVICE DEFINITIONS IN ACCORDANCE WITH THE UPDATED ASSEMBLY BILL 2192 (AB 2192) (2024) AMENDMENTS TO THE PUBLIC CONTRACT CODE

**SUMMARY:**

On December 9, 2024, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

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

1/7/25  
 \_\_\_\_\_  
 Date

**ORDINANCE NO. 25-461**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CONSIDER AN AMENDMENT TO TITLE 3, CHAPTER 3.30 INFORMAL BIDDING THRESHOLDS AND SERVICE DEFINITIONS IN ACCORDANCE WITH THE UPDATED ASSEMBLY BILL 2192 (2024) AMENDMENTS TO THE PUBLIC CONTRACT CODE**

**WHEREAS**, On November 28, 2006, City Council elected to adopt the State of California’s Uniform Public Construction Cost Accounting Procedures as outlined in the Uniform Public Construction Cost Accounting Act (CUPCCA Act); and

**WHEREAS**, on December 5, 2006, the City Council enacted Ordinance 06-264, which added Chapter 3.30 (Informal Bidding) to the LMC; and

**WHEREAS**, this chapter currently permits City staff to perform public project work valued under \$60,000 without a formal bidding requirement and established informal bidding procedures for projects ranging from \$60,000 to \$200,000, in compliance with the CUPCCA Act; and

**WHEREAS**, in November 2024, the State of California raised the maximum bidding thresholds, now allowing City staff to perform public project work under \$75,000 without formal bidding and permitting informal bidding procedures for projects between \$75,000 and \$220,000; and

**WHEREAS**, staff requests that the City Council amend LMC Chapter 3.30 to reflect these updated thresholds and align with the current limits established by the State of California’s Public Contract Code; and

**WHEREAS**, staff requests that Council automatically adopt any future threshold adjustments based on the maximum amount allowable set forth in Public Contract Code 22034; and

**WHEREAS**, there is no direct fiscal impact associated with the adoption of the proposed ordinance amending LMC 3.30 Informal Bidding.

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

**Section 1.**

Note: additions are shown below in underline font, deletions are shown in strikeout font.



## **Chapter 3.30 INFORMAL BIDDING**

### **3.30.010 Application.**

Contracts for work of ~~\$220,000.00~~ ~~\$200,000.00~~ or less shall be governed by the Uniform Public Construction Cost Accounting Act, Division 2, Part 3, Chapter 2, of the Public Contract Code, Section 22000 et seq. and this chapter of the Lathrop Municipal Code.

### **3.30.030 Work of \$75,000.00 ~~\$60,000~~ or less.**

Pursuant to Public Contract Code Sections 220033 and 22032, any work as defined in this chapter, of \$75,000.00 ~~\$60,000.00~~ or less may be performed by the employees of the city by force account, by negotiated contract, or by purchase order.

### **3.30.040 Informal bidding procedures.**

Any work, as defined in this chapter, of ~~\$220,000.00~~ ~~\$200,000.00~~ or less may be contracted for by the informal bidding procedures set forth in this chapter.

### **3.30.090 Bids received in excess of \$220,000.00 ~~\$200,000.00~~.**

If all bids received are in excess of ~~\$220,000.00~~ ~~\$200,000.00~~, the city council may, by passage of resolution by a four-fifths vote, award the contract for \$235,000.00 ~~\$212,500.00~~, or less, to the lowest responsible bidder, if the city council determines that the cost estimate was reasonable.

## **Section 2.**

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

## **Section 3. Severability**

If any provisions of this Ordinance or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable. The City Council hereby declares that it would have adopted this Ordinance irrespective of the validity of any particular portions thereof.

## **Section 4. Effective Date**

This Ordinance shall take legal effect and be in force thirty (30) days from and after the date of its passage.

**Section 5. Publication**

Within fifteen (15) days after its final passage, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

**THIS ORDINANCE** was introduced at a regular meeting of the City Council of the City of Lathrop on the 9<sup>th</sup> day of December 2024, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_ day of \_\_\_, \_\_\_, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**ITEM: ACCEPTANCE OF THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

**RECOMMENDATION: Adopt a Resolution Accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2024**

---

**SUMMARY:**

The City's auditor, Badawi and Associates, CPA, has completed the review of the annual financial statements for the fiscal year ending June 30, 2024. The audited financial statements are incorporated into an Annual Comprehensive Financial Report (ACFR). The auditors have issued an unmodified ("clean") audit opinion. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States. These standards require that they plan and perform the audits to obtain reasonable assurance as to whether the financial statements are free of material misstatement.

**BACKGROUND:**

Best financial practices as well as various financing covenants and regulations associated with restricted funding sources require the City to publish a complete set of financial statements each year presented in conformance with Generally Accepted Accounting Principles (GAAP). The Government Code of the State of California requires general law cities, such as the City of Lathrop, to have its financial statements audited by an independent certified public accountant. Accordingly, this year's audit was completed by the accounting firm of Badawi and Associates, CPA. The firm was contracted to render an opinion of the City's financial statements in accordance with auditing standards generally accepted in the United States of America. To ensure complete independence, Badawi and Associates, CPA presents the results of their assessment of the adequacy of internal accounting controls and the quality of financial reporting directly to the City Council.

The Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024, has been prepared by the City and audited by the certified public accounting firm of Badawi and Associates, CPA. The ACFR and audit of the City's financial statements were completed on December 19, 2024, and posted on the City's website at that time. Badawi and Associates, CPA has issued an unmodified ("clean") opinion of the ACFR which states that the financial statements are presented fairly, in all material respects.

**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL**  
**REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

**PAGE 2**

Following completion of the ACFR, it was submitted to the Governmental Finance Officers Association (GFOA) for the Certificate for Excellence in Financial Reporting program. The GFOA is a nationally recognized nonprofit professional association serving more than 20,000 finance professionals in the United States and Canada, and the Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The City of Lathrop has been awarded the prestigious Certificate for Excellence in Financial Reporting for 27 consecutive years. A Certificate of Achievement is valid for a period of one year only.

The City's financial statements provide information about the finances of the City in its entirety, as well as information about individual funds. The ACFR is organized into the three sections summarized below.

- The Introductory section includes this transmittal letter and general information on the City's government structure and services provided. It includes a list of principal officials, an organizational chart, and the Government Finance Officers Associations (GFOA) Certificate of Achievement for Excellence in Financial Reporting.
- The Financial section contains the independent auditor's report on the financial statement audit, the MD&A, basic financial statements, required supplementary information, and combined and individual fund presentations and supplementary information.
- The Statistical section includes selected financial and demographic information generally presented on a multi-year basis. This information includes financial trends, revenue capacity, debt capacity, demographics and economic and operating information.

**REASON FOR RECOMMENDATION:**

The auditors have issued an unmodified ("clean") audit opinion. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action. Unmodified audit reports are an indication that City funds are being spent appropriately and as intended by the City Council, grantor agencies, and federal and State laws. They also help maintain the City's favorable ratings for current and future debt issuances.

**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL**  
**REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2024**


**PAGE 3**

**ATTACHMENTS:**

- A. Resolution Accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ending June 30, 2024.
- B. City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2024.

**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING  
ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL  
REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2024**

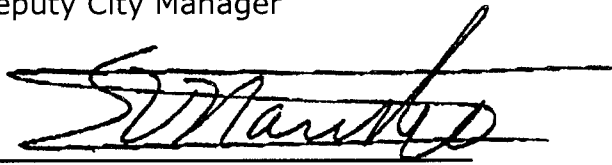
**APPROVALS:**

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

1/6/2025  
\_\_\_\_\_  
Date

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

12/30/2024  
\_\_\_\_\_  
Date

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

12/27/2024  
\_\_\_\_\_  
Date

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

1.8.25  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

**WHEREAS**, the financial statements of the City of Lathrop for the fiscal year ended June 30, 2024, have been prepared by the City's Finance Department; and

**WHEREAS**, the annual financial statements were examined by the independent public accounting firm of Badawi and Associates, CPA; and

**WHEREAS**, the City prepared the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2024 and the auditor's opinion is included therein; and

**WHEREAS**, it is the opinion of the auditors that the financial statements present fairly the financial position of the City as of June 30, 2024, and that the statements were prepared in accordance with accounting principles generally accepted in the United States of America; and

**WHEREAS**, the auditors have issued an unmodified ("clean") audit opinion; and

**WHEREAS**, the ACFR and audit of the City's financial statements were completed on December 19, 2024, and posted on the City's website; and

**WHEREAS**, following completion of the ACFR, it was submitted to the Governmental Finance Officers Association (GFOA) for the Certificate for Excellence in Financial Reporting program. The City of Lathrop has been awarded the prestigious Certificate for Excellence in Financial Reporting for 27 consecutive years. A Certificate of Achievement is valid for a period of one year only.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby accept the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2024.



The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

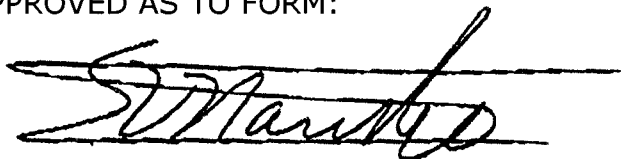
ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

# City of Lathrop

390 Towne Centre Drive  
Lathrop, CA 95330  
<https://www.ci.lathrop.ca.us/>



**ANNUAL COMPREHENSIVE  
FINANCIAL REPORT**  
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

**CITY OF LATHROP, CALIFORNIA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

**Prepared by:**  
**Finance Department**

**Cari James, Director of Finance**

**City of Lathrop**  
**For the Year Ended June 30, 2024**

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**City of Lathrop**  
**For the Year Ended June 30, 2024**

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**City of Lathrop**  
**For the Year Ended June 30, 2024**

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**City of Lathrop**  
**For the Year Ended June 30, 2024**

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**City of Lathrop**  
**For the Year Ended June 30, 2024**

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## City of Lathrop

*Department of Finance*  
390 Towne Centre Drive  
Lathrop, California 95330  
209-941-7320  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

December 19, 2024

***To the Honorable Mayor, Members of the City Council and Citizens of Lathrop***

***Lathrop, California 95330***

The Annual Comprehensive Financial Report of the City of Lathrop for the fiscal year (FY) ended June 30, 2024 is hereby submitted. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City of Lathrop. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner that presents fairly the financial position and results of operations of the various funds of the City of Lathrop. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

This Annual Comprehensive Financial Report includes a summary of funds for the City of Lathrop and reports all activities considered to be a part of, controlled by, and dependent on the City. The accounts of the City are organized on the basis of fund accounting with each fund considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, deferred outflows/ inflows of resources, fund equity, revenues and expenditures, or expenses as appropriate. Government resources are allocated to, and accounted for, in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

The Annual Comprehensive Financial Report is prepared in accordance with Generally Accepted Accounting Principles (GAAP) as set forth in pronouncements by the National Council of Governmental Accounting (NCGA) and the Governmental Accounting Standards Board (GASB) and includes the report of the City's independent certified public accountants, Badawi and Associates. Based on the audit, the independent auditors concluded that there was reasonable basis for rendering an unmodified opinion which states that the City's financial statements for the fiscal year ended June 30, 2024, are fairly presented in conformity with GAAP. The independent auditors report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) is required supplementary information and provides information and analysis that users need to interpret the basic financial statements. This transmittal letter is designed to complement the MD&A, and, therefore, should be read with it. The City's MD&A can be found immediately following the independent auditor's report.

### **INTERNAL CONTROLS**

To provide a reasonable basis for making these representations, City management has established a comprehensive internal control framework that is designed to ensure that the assets of the government are protected from loss, theft, or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with GAAP in the United States of America.

The internal control structure is designed to provide reasonable, but not absolute, assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived from the control, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above stated framework. We believe our internal accounting controls adequately safeguard assets and provide reasonable assurance that financial transactions are properly recorded.

## INDEPENDENT AUDIT REPORT

The City Council is responsible for: 1) assuring the City administration fulfills its responsibilities in the preparation of the financial statements and 2) engaging certified public accountants to ensure sound audit and the accounting principles are applied in financial reporting.

The Government Code of the State of California requires general law cities, such as the City of Lathrop, to have its financial statements audited by an independent certified public accountant. Accordingly, this year's audit was completed by the accounting firm of Badawi and Associates. The firm was engaged by the City Administration to render an opinion of the City's financial statements in accordance with auditing standards generally accepted in the United States of America. To ensure complete independence, Badawi and Associates presents the results of their assessment of the adequacy of internal accounting controls and the quality of financial reporting directly to the City Council. The auditor's report on the basic financial statements is the first item in the accompanying Financial Section.

In addition to meeting the requirements set forth in state statutes, the audit was also designed to meet the requirements of the Federal Single Audit Act, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements.

### REPORT ORGANIZATION:

The report is organized in three sections: introductory, financial, and statistical.

1. The Introductory section includes this transmittal letter and general information on the City's government structure and services provided. It includes a list of principal officials, an organizational chart, and the Government Finance Officers Associations (GFOA) Certificate of Achievement for Excellence in Financial Reporting.
2. The Financial section contains the independent auditor's report on the financial statement audit, the MD&A, basic financial statements, required supplementary information, and combined and individual fund presentations and supplementary information.
3. The Statistical section includes selected financial and demographic information generally presented on a multi-year basis. This information includes financial trends, revenue capacity, debt capacity, demographics and economic and operating information.

### PROFILE OF LATHROP

The City of Lathrop encompasses approximately 22 square miles. The City of Lathrop is located in San Joaquin County at the center of the Northern California metro market, close to the San Francisco Bay Area and Greater Sacramento regions, at the interchange of three major freeways: Interstate 5 (I-5), Interstate 205 (I-205), and the Highway 120 Freeway. As of January 1, 2024, the City had an estimated population of 37,033.

The City of Lathrop is a general-law city incorporated under California law July 1, 1989. The City operates under the City Council / Manager form of government. Beginning with the municipal election in November 1996, the position of the Mayor is elected for a two-year term. Four Council Members are elected at-large and serve alternating four-year terms. Every two years in December, the Mayor and Council Members select a Council Member to serve as Vice-Mayor. The City Manager also serves as City Treasurer and the City Clerk is appointed by the City Manager. All municipal elections are non-partisan.

The City of Lathrop provides a wide range of municipal services, including police public safety, water and sewer utilities, street maintenance, community services, parks and recreation, planning, building, code enforcement, and other general government services.

Fire services such as fire suppression and prevention are provided for the City by Lathrop-Manteca Fire Protection District and are funded separately by the Fire District. The Fire District provides specialized equipment and trained personnel 24 hours a day for emergency assistance to all residents. The Fire District and the City work together for the mutual benefit of both agencies and the citizens they serve.

## **ECONOMIC CONDITION AND FINANCIAL OUTLOOK**

Historically, Lathrop has been an agricultural-based community, however, the continuing dynamic outward growth of the San Francisco Bay Area has pushed industrial, warehousing, and logistics growth into the Northern San Joaquin Valley. This has benefited Lathrop due to its strategic location at the intersection of three major freeways. The City continues to experience a period of growth with consistently strong demand in residential construction to accommodate continuing job growth in the Northern San Joaquin Valley and in the neighboring Tri Valley Area of the East Bay. Permit issuance remained strong in FY 2023/24 with building permits continuing to be issued at a rate consistent with an agency that is one of the fastest growing in the State. Revenues, such as property tax, development related fees, community facility district revenues and sales tax are all positively impacted from increased development activity either directly from fees received or indirectly due to increased population.

The City has recently begun to enjoy a strong economic base from years of smart growth and planning initiatives resulting in stable property tax revenue, modest transient occupancy taxes and diverse sales tax revenues. The City's sales tax revenues remain stable and, over the past several years, have continued to experience annual increases. The City's sales tax revenues are expected to show modest annual increases as population and consumer activity continue to rise and businesses continue to view Lathrop as an attractive location.

Like all government agencies throughout California, the City is faced with increased ongoing annual operating costs and rising retirement related liabilities. For Lathrop, some of these challenges include increased funding needs for pavement maintenance, facility and park maintenance, new programs and departments, additional personnel, retiree health care costs, and rising pension costs due to new funding policies adopted by the California Public Employees Retirement System (CalPERS). While the City has been successful over the years in balancing these issues with its strategic use of contract staffing and services, the City will continue to experience rising costs. Additionally, with the anticipation of significant impacts to revenues in the coming year, coupled with ongoing growth in expenditures over the next five years, the City will be challenged.

Sales tax growth in Lathrop was moored to commercial development throughout 2024 and is expected to stabilize throughout 2025. Sales tax is the General Fund's largest source of revenue and has largely recovered to pre-pandemic levels, however, the state of the economy from high inflation, supply chain challenges and ongoing world events remains concerning as we head into FY 2025. The City is currently navigating an unprecedented inflation situation that has not been encountered in recent history. The ability to budget conservatively has paid dividends with the uncertainty that has come with recent economic events. This creates challenges but we remain vigilantly optimistic about Lathrop's long-term outlook.

City Council and Staff are dedicated to the Community and our commitment to prudently manage the City's finances. This commitment has contributed to our ability to endure challenging times. The financial impacts of the pandemic have largely subsided compared to the prior fiscal year.

### **BALANCED BUDGET**

The City's Budget and Fiscal Policy requires the City to maintain a balanced General Fund budget over the annual period of the financial plan. This means that each fiscal year, current revenues must meet or exceed operating expenditures, including debt service. Use of fund balance commitments to offset non-operating expenditures may allow for current expenditures to exceed current revenues in the fiscal year. City staff presents General Fund budgets for City Council consideration that maintain an unassigned fund balance between 10-50% of the annual operating appropriations and transfers. Lathrop maintains adequate fund balances for emergencies in a majority of its governmental operations funds and proprietary funds.

The adopted budget serves as the foundation for the City of Lathrop's financial planning and control system. All departments of the City submit requests for appropriations to the City Manager. The City Manager uses these requests as a starting point for developing a proposed budget. The Council holds public hearings on the proposed budget and then ultimately adopts a formal budget. The budget is adopted by fund, department, program, and line-item.

The Council periodically reviews the City's actual financial activity in relation to the original budget, and as necessary, adjustments are made to ensure that expenditures are not outpacing anticipated revenues. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is at the fund and department level with more stringent control over capital assets and fund balance categories, which are maintained at the line item level. The City Council must approve amendments or transfers of appropriations between funds or departments as well as items related to capital assets or fund balances. The City Council has delegated authority to the City Manager to approve transfers of appropriations between programs and divisions

within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs, excluding special designation or project appropriations.

### **LONG-TERM FINANCIAL PLANNING**

The City incorporates long-term financial planning into its budget process in several ways. During the biennial budget process the City Council receives an updated General Fund Ten-Year Forecast and CIP Five-Year Forecast that includes all special revenue funds associated with each project. The long-term financial model used for the General Fund and CIP looks forward ten years, because of the volatile nature of tax revenues in a commercial growth-based economy, and various one-time special revenue funds associated with development activity making it difficult to predict revenues with any certainty beyond the immediate term. The forecast is used as a tool and maintained by Finance staff.

These projections allow management to see what the future could look like given a set of assumptions and is evaluated in the context of whether decisions are sustainable over the long term. The ten-year financial forecast is a tool for strategic decision making and presents further context for balancing short-term and long-term goals and provides an “order of magnitude” feel for the General Fund’s ability to continue services and preserve fiscal sustainability. Management encourages its departments to project their resource needs for a period longer than the traditional biennial budget period. In addition, the City faces increasing expenses in several areas of operations, including the creation of the Police Department. The City has elected to proactively address its unfunded OPEB obligation by establishing an irrevocable trust and significantly increasing its contributions. At the same time, rising pension contribution requirements, while helping to reduce the unfunded pension liability, result in a decrease of financial resources available for other uses. The City will need to continue to explore options to increase its revenue base, while keeping expenses manageable.

As the economy readjusts post-pandemic, inflation continues to be a key issue in 2024. Despite higher prices and concerns over a potential recession, consumer demand has remained consistent. Property tax revenue has not been affected yet as the assessed values do not show the impact of economic volatility in a short period. Moreover, affordability and a short supply of homes available for sale has kept the local real estate market steady. Vulnerable to an economic downturn are sales tax, TOT and development-related revenues. Economic development continues to thrive as new businesses are motivated to locate in Lathrop due to its location, amenities, economic vibrancy, and high quality of life for residents.

Lastly, on November 6, 2012, the Citizens of Lathrop approved Measure C by 77%. Measure C is a general purpose 1% additional sales tax Measure to be used for the purpose of maintaining and enhancing essential City services, such as police and fire protection and youth and senior services within the City. Measure C supports personnel and operating expenditures to manage the Lathrop Generations Center, a multipurpose facility aimed to promote healthy recreational opportunities for our youth. Furthermore, Measure C partially funded the startup of Lathrop’s own Police Department, as well as additional Lathrop Police personnel to strengthen prevention and intervention services around the community.

### **CERTIFICATE OF ACHIEVEMENT**

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Lathrop for its annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2023. The ACFR has been judged by an impartial panel to meet the uppermost standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the ACFR. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This was the 27<sup>th</sup> consecutive year that the City of Lathrop has received this prestigious award.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program’s requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

**ACKNOWLEDGEMENTS**

The preparation of the Annual Comprehensive Financial Report was made possible by the special efforts of the entire staff of the Finance Department, working in conjunction with the City's independent auditors and departmental staff. We would like to express our appreciation to the Mayor and City Councilmembers for their continued efforts in stewarding the financial operations of the City in a responsible and enterprising manner.

Respectfully submitted,



Stephen J. Salvatore  
City Manager



Cari James  
Director of Finance



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**City of Lathrop  
California**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2023

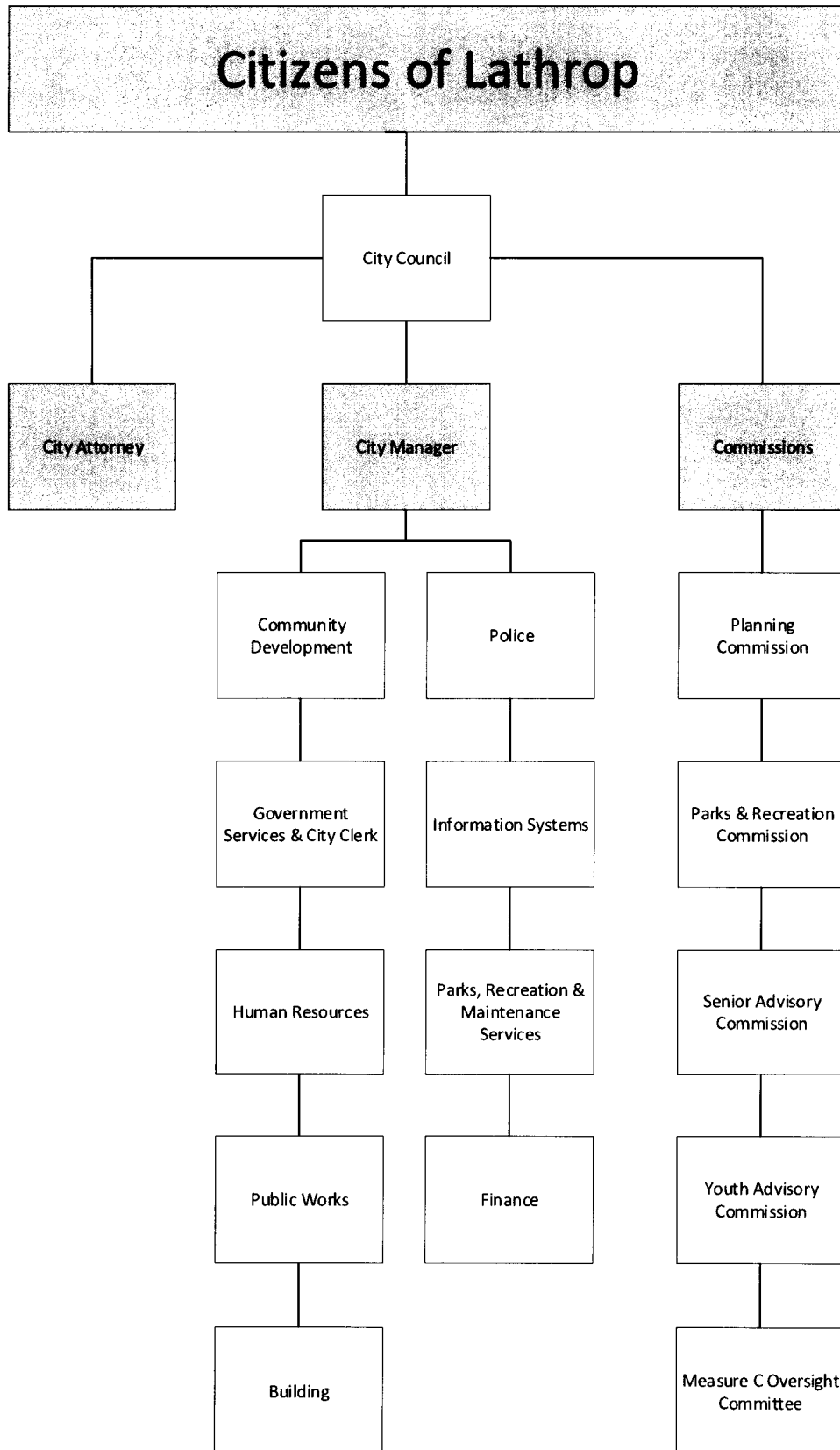
*Christopher P. Morill*

Executive Director/CEO



# CITY OF LATHROP ORGANIZATIONAL CHART

Fiscal Year 2023/24 and 2024/25



## **DIRECTORY OF OFFICIALS AND ADVISORY BODIES**

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### **CITY COUNCIL**

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

### **ADVISORY BODIES**

Lathrop/Manteca Fire District  
Measure C Oversight Committee  
Parks and Recreation Commission  
Planning Commission  
Senior Advisory Commission  
Youth Advisory Commission

### **APPOINTED OFFICIALS AND DEPARTMENT HEADS**

City Manager/ Treasurer  
City Attorney  
Assistant City Manager  
Deputy City Manager  
Director of Government Services/ City Clerk  
City Engineer  
Director of Information Systems  
Director of Finance  
Director of Human Resources  
Director of Community Development  
Director of Parks and Recreation  
Chief of Police  
Chief Building Official

Stephen J. Salvatore  
Salvador Navarrete  
Michael King  
Thomas Hedegard  
Teresa Vargas  
Brad Taylor  
Tony Fernandes  
Cari James  
Juliana Burns  
Rick Caguiat  
Todd Sebastian  
Stephen Sealy  
Ed Short

## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council  
of the City of Lathrop  
Lathrop, California

### Report on the Audit of the Financial Statements

#### *Opinions*

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lathrop (City), as of and for the year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules for the General Fund and major special revenue funds, and the required pension and OPEB schedules on pages 5-18 and 88-99 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the

United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining General Fund schedules and budgetary comparison schedules, combining and individual nonmajor fund statements, and the budgetary comparison schedules for the major capital projects funds and nonmajor governmental funds are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The General Fund schedules and budgetary comparison schedules, combining and individual nonmajor fund statements, and the budgetary comparison schedules for the major capital projects funds and nonmajor governmental funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the General Fund schedules and budgetary comparison schedules, combining and individual nonmajor fund statements, and the budgetary comparison schedules for the major capital projects funds and nonmajor governmental funds are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### ***Other Information***

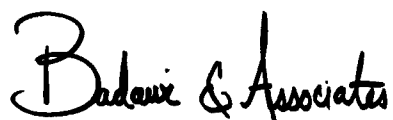
Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the information included in the annual comprehensive financial report but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 19, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The

To the Honorable Mayor and Members of the City Council  
of the City of Lathrop  
Lathrop, California  
Page 4

purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi & Associates, CPAs  
Berkeley, California  
December 19, 2024



## City of Lathrop

Department of Finance  
390 Towne Centre Drive  
Lathrop, California 95330  
209-941-7320  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

December 19, 2024

### ***MANAGEMENT'S DISCUSSION AND ANALYSIS***

The Management's Discussion and Analysis ("MD&A") provides an overview of the City of Lathrop's ("City") activities and financial performance for the year ended June 30, 2024. Readers are encouraged to read the MD&A in conjunction with the basic financial statements that immediately follow, along with the letter of transmittal at the beginning of the Introductory Section and other portions of the Annual Comprehensive Financial Report ("ACFR").

### ***FINANCIAL HIGHLIGHTS***

- The government-wide statement of net position for the City's governmental and business-type activities indicates that as of June 30, 2024, total assets and deferred outflows of resources exceed total liabilities and deferred inflows of resources by \$890.4 million. Of this amount, governmental activities accounts for \$584.6 million and business-type activities accounts for \$305.8 million. In addition, the City's restricted net position totals \$144.3 million (\$142.9 million for governmental activities and \$1.4 million for business-type activities) based on restrictions imposed by the enabling legislations or debt covenants. Lastly, net position of \$582.4 million is the City's net investment in capital assets, which includes \$356.8 million from governmental activities and \$225.6 million from business type activities.
- The net position increased by \$102.4 million or 14 percent during FY 2024 to \$890.4 million from \$785.4 million. Governmental activities accounted for \$73.6 million increase and business-type activities accounted for \$28.9 million increase. The largest contributing factor of both increases is due to the acceptance of completed development infrastructure.
- Governmental funds reported a combined ending fund balance of \$229.3 million at June 30, 2024, which is \$35.0 million or 18.0 percent higher than the restated June 30, 2023 balance. The change is attributable to an increase in the General Fund of \$5.6 million, the Capital Facility Fees Fund of \$4.0 million, the General CIP Projects Fund of \$1.1 million, the Nonmajor Governmental Funds of \$24.3 million.
- Unassigned fund balance of governmental funds is \$15.3 million, which is 6.7 percent of the combined governmental fund balances as of June 30, 2024.
- Total long-term liabilities decreased by \$0.8 million to \$27.7 million, which represents an decrease of 2.8 percent compared to \$28.5 million at June 30, 2023. The primary factors leading to the increase in long-term liabilities for governmental activities of \$0.6 million was due to the increases in compensated absences of \$0.4 million, and net pension liability of \$0.9 million, offset by decreases in long term debt payable of \$0.3 million and leases payable of \$0.4 million. The primary factor leading to the decrease in long-term liabilities for business-type activities of \$1.5 million was a result of an increase of net pension liability of \$0.1 million, offset by a decrease in long-term obligation of \$1.6 million.

## **OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis introduce the City's basic financial statements, which are comprised of four components:

- Government-wide Financial Statements
- Fund Financial Statements
- Notes to Basic Financial Statements

In addition, this report contains required and other supplementary information.

### **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

Government-wide Financial Statements provide readers with a broad overview of the City's finances that include two different views of the City's financial position. The government-wide financial statements provide both long-term and short-term information about the City's overall financial status.

The **statement of net position** presents information on all assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The difference between total assets and deferred outflows of resources and total liabilities and deferred inflows of resources is the City's net position. Over time increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The **statement of activities** presents information showing how the net positions changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. Examples include revenues pertaining to uncollected taxes and expenses pertaining to earned but unused vacation and other leaves.

Both government-wide financial statements address functions principally supported by taxes and intergovernmental revenues ("governmental activities") and other functions that intend to recover all or in part a portion of their costs through user fees and charges ("business-type activities"). The governmental activities of the City include general government, public safety, capital facilities, building safety and inspection, general capital projects and street capital projects. The City's business-type activities include water system and wastewater system.

### **FUND FINANCIAL STATEMENTS**

Fund financial statements report information about groupings of related accounts used to maintain control over resources segregated for specific activities or objectives. As do other state and local governments, the City uses fund accounting to ensure and demonstrate finance-related legal compliance. Each City fund falls into one of three categories: governmental funds, proprietary funds, or fiduciary funds.



**Governmental funds** account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's capacity to finance its programs in the near future.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental funds balance sheet and statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate comparison between governmental funds and governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures and changes in fund balances present information separately for the General Fund, Capital Facilities Fee Fund, Building Safety and Inspection Fund, Streets and Roads Fund, and General CIP Projects Fund which are all classified as major funds. These statements also report several individual governmental funds classified as nonmajor funds such as special revenue funds and capital project funds, which are aggregated into a single presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this ACFR.

**Proprietary funds** generally account for services charged to external or internal customers through fees. Proprietary funds provide the same type of information as shown in the government-wide financial statements for business-type activities, only in more detail. The City accounts for its water system and wastewater system in proprietary funds.

**Fiduciary funds** account for resources held for the benefit of parties outside of the governments in a similar manner as that of proprietary funds. The government-wide financial statements do not include fiduciary funds as their resources are not available to support City programs.

The financial statements also include notes that explain the information in the financial statements and provide more detailed data. In addition to the required elements, combining statements are presented that provide details about the City's non-major governmental funds and agency funds, each of which are presented in consolidated columns in the basic financial statements.

**Notes to Basic Financial Statements** provide additional information that is essential to a full understanding of the data provided in the government-wide fund financial statements.

**Required Supplementary Information** includes the budgetary schedules for the General Fund, Capital Facility Fees Fund, and Building Safety and Inspection Fund. In addition, pension and other postemployment healthcare schedules present the City's progress toward funding its obligations to provide future pension and other postemployment healthcare benefits for its active and retired employees.

**Combining and individual fund statements and schedules** provide information for nonmajor governmental funds, internal service funds, and fiduciary funds and are presented immediately following the required supplementary information.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

### Analysis of Net Position

As noted earlier, net position may serve as a useful indicator of a government's financial position. As of June 30, 2024, the City's total assets and deferred out flows of resources exceed total liabilities and deferred inflows of resources by \$890.4 million. The following table is a condensed summary of the City's net position for governmental and business type activities:

**City of Lathrop Summary of Net Position**  
**For the Fiscal Years Ended June 30, 2023 and 2024**  
*(in Thousands)*

	Governmental		Business-Type		Total Primary		Total Percent Change
	Activities		Activities		Government		
	2023	2024	2023	2024	2023	2024	
<b>Assets:</b>							
Capital assets	\$ 324,000	\$ 359,764	\$ 221,456	\$ 239,161	\$ 545,456	\$ 598,925	9.80%
Other assets	212,777	250,183	79,363	89,363	292,140	339,546	16.23%
<b>Total Assets</b>	<b>536,777</b>	<b>609,947</b>	<b>300,819</b>	<b>328,524</b>	<b>837,596</b>	<b>938,471</b>	<b>12.04%</b>
<b>Deferred Outflows</b>							
Pension	4,371	5,086	636	749	5,007	5,835	16.54%
OPEB	1,011	1,062	160	168	1,171	1,230	5.04%
<b>Total Deferred Outflows</b>	<b>5,382</b>	<b>6,148</b>	<b>796</b>	<b>917</b>	<b>6,178</b>	<b>7,065</b>	<b>14.36%</b>
<b>Liabilities:</b>							
Current liabilities	22,587	16,651	6,581	10,178	29,168	26,829	-8.02%
Long-term liabilities	5,487	5,123	13,634	11,971	19,121	17,094	-10.60%
Net Pension liability	6,972	7,918	994	1,143	7,966	9,061	13.75%
Net OPEB liability	1,243	1,315	196	207	1,439	1,522	5.77%
<b>Total Liabilities</b>	<b>36,289</b>	<b>31,007</b>	<b>21,405</b>	<b>23,499</b>	<b>57,694</b>	<b>54,506</b>	<b>-5.53%</b>
<b>Deferred Inflows</b>							
Pensions	335	187	53	29	388	216	-44.33%
OPEB	233	328	37	52	270	380	40.74%
<b>Total Deferred Inflows</b>	<b>568</b>	<b>515</b>	<b>90</b>	<b>81</b>	<b>658</b>	<b>596</b>	<b>-9.42%</b>
<b>Net Position:</b>							
Net Investment							
in Capital Assets	320,475	356,772	206,299	225,626	526,774	582,398	10.56%
Restricted	125,033	142,915	1,409	1,431	126,442	144,346	14.16%
Unrestricted	59,793	84,886	72,412	78,802	132,205	163,688	23.81%
<b>Total Net Position</b>	<b>\$ 505,301</b>	<b>\$ 584,573</b>	<b>\$ 280,120</b>	<b>\$ 305,859</b>	<b>\$ 785,421</b>	<b>\$ 890,432</b>	<b>13.37%</b>

At June 30, 2024, the City reported positive balances in net position on a total basis. Net investment in capital assets (infrastructure, land, buildings, other improvements, vehicles, equipment, lease assets and SBITA less outstanding debt used to acquire assets and deferred inflows and outflows related to debt) of \$582.4 million comprises 65.4 percent of the City's total net position. These capital assets facilitate providing services to the Lathrop community, but are not liquid, and therefore are not available for future spending. During FY 2024 net investment in capital assets increased \$55.6 million primarily due to an increase of \$36.3 million from governmental activities and an increase of \$19.3 million from business-type activities. A portion of the City's net position, \$144.3 million or 16.2 percent, is subject to legal restriction for their use, including \$142.9 million in governmental activities

and \$1.4 million in business-type activities. Of the total net position at June 30, 2024, a balance of \$163.7 million or 18.4 percent represents unrestricted net position, which comprises a balance of \$84.9 million for governmental activities and a balance of \$78.8 million for business-type activities.

During FY 2024, the City's total net position increased by \$102.4 million. Notable changes in the statement of net position between June 30, 2024, and June 30, 2023 include:

### **Assets**

- Capital assets increased by \$53.5 million compared to the prior fiscal year. Governmental capital assets increased by \$35.8 million and business-type capital assets increased by \$17.7 million. The increase is result of the addition of major infrastructure in both Governmental and Business-type funds. Governmental capital assets recorded additions of \$49.4 million, which included \$2.2 million in capital projects, \$0.6 million in property acquisitions, \$1.3 million in vehicles and equipment, \$1.4 million in buildings, \$16.1 million in improvements other than building, and \$27.8 million in donated developer infrastructure. Business-type capital assets recorded additions of \$24.4 million, which included \$9.4 million in water system improvements, \$0.7 million in water capital projects, \$0.2 million in property acquisitions, \$11.8 million in sewer system improvements, \$1.8 million in sewer capital projects and \$0.5 million in vehicles and equipment, offset by depreciation of \$6.7 million.
- Current and other assets increased by \$47.4 million or 16.2 percent due to an increase of \$37.4 million in governmental activities and an increase of \$10.0 million in business-type activities. The increase in governmental activities is mainly due to an increase in cash and investments held with fiscal agents from higher sales and property tax revenues. The increase in current assets for business-type activities is mainly due to higher cash and investments resulting from more revenue received through charges for services.

### **Liabilities**

- Total long-term liabilities decreased by \$0.8 million to \$27.7 million at June 30, 2024, which represents an decrease of 3.0 percent compared to \$28.5 million at June 30, 2023. The primary factors leading to the increase in long-term liabilities for governmental activities of \$0.7 million was due to the increases in net pension liability by \$0.9 million, net OPEB liability of \$0.1 million, compensated absences \$0.4 million offset by a decrease in other long-term liabilities of \$0.7 million. The primary factor leading to the decrease in business-type activities of \$1.5 million is a result of increases in net pension liability of \$0.1 million, offset by a decrease in other long-term liabilities of \$1.6 million attributed to a reduction in long term debt.
- Net pension liability increased \$1.1 million since the prior measurement date, primarily due to the City's covered payroll increasing \$4.2 million year over year from 2022 to 2023. The covered payroll increase is due to the establishment of the new City of Lathrop Police Department.
- Current and other liabilities decreased \$2.3 million or 8.0 percent due to a decrease of \$5.9 million in governmental activities, offset by an increase of \$3.6 million in business-type activities. Governmental activities recorded increases of \$1.2 million in accounts payable and \$1.0 million in other current assets, offset by decreases of \$5.0 million in unearned revenue, and \$3.1 million in deposits payable. The primary factor leading to an increase in business-type activities is an increase in accounts payable.

### **Deferred Outflows/Inflows**

- Deferred outflows of resources increased \$0.9 million to \$7.1 million at June 30, 2024, which represents an increase of 1.5 percent compared to \$6.2 million at June 30, 2023. The primary factor leading to the increase in deferred outflows is an increase of \$0.8 million in pension and \$0.1 million in OPEB. The increases are a direct result of adding additional employees and increases in salaries.
- Deferred inflows decreased by \$0.1 million to \$0.6 million at June 30, 2024, which represents a decrease of 14.3 percent compared to \$0.7 million at June 30, 2023. The decrease of deferred inflows was primarily due to the decrease in deferred inflows related to pensions of \$0.2 million, offset by an increase in OPEB of \$0.1 million.

### **Net Position**

- Unrestricted net position for governmental activities increased by \$25.1 million or 42.0 percent with an ending balance of \$84.9 million at June 30, 2024. For business-type activities, unrestricted net position increased by \$6.4 million or 8.8 percent with a balance of \$78.8 million at June 30, 2024.

## **Analysis of Activities**

The following table indicates the changes in net position for governmental and business-type activities:

**City of Lathrop Changes in Net Position**  
**For the Fiscal Years Ended June 30, 2023 and 2024**  
*(in Thousands)*

	Governmental		Business-Type		Total Primary		Total Percent Change
	Activities		Activities		Government		
	2023	2024	2023	2024	2023	2024	
<b>Revenues:</b>							
<i>Program revenues:</i>							
Charges for services	\$ 18,476	\$ 20,165	\$ 21,194	\$ 22,649	\$ 39,670	\$ 42,814	7.93%
Operating grants and contributions	7,477	5,756	-	-	7,477	\$ 5,756	-23.02%
Capital grants and contributions	66,235	58,107	29,098	24,530	95,333	\$ 82,637	-13.32%
<i>General revenues:</i>							
Sales and use taxes	21,285	21,039	-	-	21,285	\$ 21,039	-1.16%
Property taxes	10,510	12,178	-	-	10,510	\$ 12,178	15.87%
Franchise taxes	2,285	2,773	-	-	2,285	\$ 2,773	21.36%
Transient occupancy taxes	1,027	1,097	-	-	1,027	\$ 1,097	6.82%
Other taxes	18,229	2,656	5,839	-	24,068	\$ 2,656	-88.96%
Other miscellaneous	381	1,026	687	620	1,068	\$ 1,646	54.12%
Unrestricted investment earnings	3,901	10,282	953	3,603	4,854	\$ 13,885	186.05%
<b>Total Revenues</b>	<b>149,806</b>	<b>135,079</b>	<b>57,771</b>	<b>51,402</b>	<b>207,577</b>	<b>186,481</b>	<b>-10.16%</b>
<b>Expenses:</b>							
<i>Governmental activities:</i>							
General government	9,351	11,905	-	-	9,351	11,905	27.31%
Community development	1,537	1,240	-	-	1,537	1,240	-19.32%
Public safety	15,351	19,911	-	-	15,351	19,911	29.70%
Public works	36,027	25,161	-	-	36,027	25,161	-30.16%
Culture and leisure	3,999	4,895	-	-	3,999	4,895	22.41%
Interest on long-term debt	226	218	-	-	226	218	-3.54%
<i>Business-type activities:</i>							
Water enterprise	-	-	9,130	8,809	9,130	8,809	-3.52%
Sewer enterprise	-	-	9,457	11,907	9,457	11,907	25.91%
<b>Total expenses</b>	<b>66,491</b>	<b>63,330</b>	<b>18,587</b>	<b>20,716</b>	<b>85,078</b>	<b>84,046</b>	<b>-1.21%</b>
<b>Excess before transfers</b>	<b>83,315</b>	<b>71,749</b>	<b>39,184</b>	<b>30,686</b>	<b>122,499</b>	<b>102,435</b>	<b>-16.38%</b>
Transfers	3,144	1,808	(3,144)	(1,808)	-	-	0.00%
<b>Change in Net Position</b>	<b>86,459</b>	<b>73,557</b>	<b>36,040</b>	<b>28,878</b>	<b>122,499</b>	<b>102,435</b>	<b>-16.38%</b>
Net Position - Beginning	421,251	505,301	246,497	280,120	667,748	785,421	17.62%
Restatements	(2,410)	5,714	(2,417)	(3,139)	(4,827)	2,575	0.00%
Net Position, Beginning, Restated	418,841	511,015	244,080	276,981	662,921	787,996	18.87%
<b>Net Position - Ending</b>	<b>\$ 505,301</b>	<b>\$ 584,573</b>	<b>\$ 280,120</b>	<b>\$ 305,859</b>	<b>\$ 785,420</b>	<b>\$ 890,431</b>	<b>13.37%</b>

## **Governmental Activities**

The change in net position for governmental activities decreased by \$12.9 million during FY 2024 from \$86.5 million to \$73.6 million. Total expenses decreased by \$3.2 million and revenues including transfers decreased by \$16.1 million. The major factors contribution to the increase in net position in FY 2024 compared to FY 2023 are as follows:

## **Revenues**

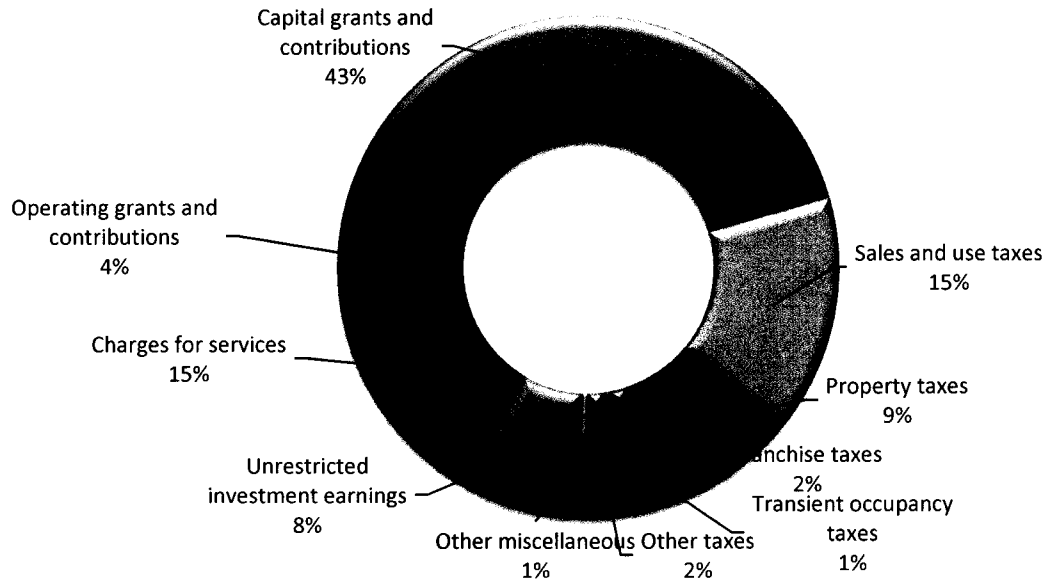
- Fees, fines and charges for service increased by \$1.7 million or 9.2 percent, mainly due to developer paid plan check and inspection fees.
- Operating grants and contributions decreased by \$1.7 million or 22.7 percent mainly due to a decrease in Coronavirus revenue received in the prior fiscal year.
- Capital grants and contributions decreased by \$8.1 million or 12.2 percent mainly due to the decrease in donation of infrastructure from developers.
- General revenue decreased \$6.5 million or 11.3 percent. The decrease is due decreases of \$15.6 million in other taxes, offset by increases of \$1.7 million in property tax, \$0.5 million in other revenue and \$0.5 million in franchise fees all related to increases in homes sold in the fiscal year. In addition, investment earnings increased \$6.4 million, driven by higher interest income received.

## **Expenses**

- General government expenses increased \$2.6 million or 27.7 percent during FY 2024. This increase is due to annual cost of living adjustments for all employees, and an increase in general liability insurance.
- Public safety expenses increased \$4.6 million or 29.9 percent primarily due to the additions of 4 officers to support the police department and the opening and staffing of the City's new Animal Center.
- Community development expenses decreased by \$0.3 million or 20.0 percent mainly due to the unfunding of the Deputy Community Development Director position, after the employee was promoted to Community Development Director upon the retirement of the former director.
- Public Works expenses decreased \$10.9 million or 30.3 percent primarily due to developer reimbursement decreasing in fiscal year 2024.
- Culture and leisure expenses increased by \$0.9 million or 22.5 percent primarily due to the reorganization of the department and the addition of staff to in accommodate the increased demand for programs post covid.

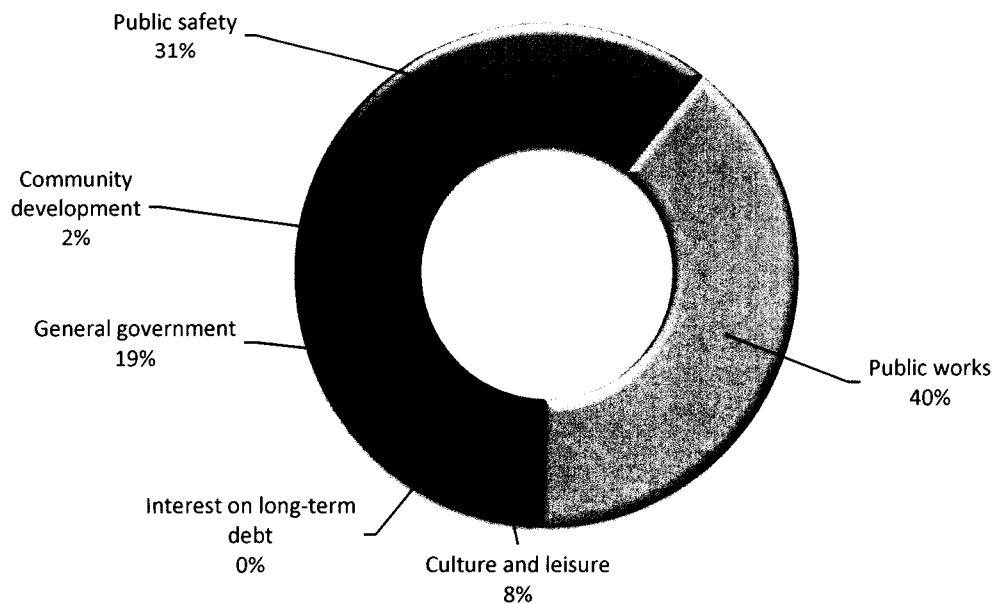
The chart below shows the primary components of governmental activities revenue sources for FY 2024. Of the \$135.1 million in total revenues (not including transfers) generated by governmental activities, 82 percent is attributable to four categories: capital grants and contributions (43 percent), sales and use tax (15 percent), charges for service (15 percent) and property taxes (9 percent).

**GOVERNMENTAL ACTIVITIES  
FY 2024 Revenues by Source**



The chart below shows the major categories of the FY 2024 expenses for governmental activities. Of the \$63.3 million in total expenses incurred by governmental activities, 98.0 percent is attributable to four categories: public works (40 percent), public safety (31 percent), general government (19 percent) and culture and leisure (8 percent).

**GOVERNMENTAL ACTIVITIES  
FY 2024 Expense by Source**



## **Business-type Activities**

The change in net position for business-type activities decreased by \$7.3 million or 20.3 percent to \$28.9 million in FY 2024.

The notable components of the changes in net position for business-type activities in FY 2024 are:

### **Water**

Water net position increased by \$14.4 million or 11.2 percent from \$100.1 million to \$111.3 million. The increase is primarily due to capital infrastructure contributions of \$8.0 million. The largest portion of net position, \$69.6 million or 62.5 percent, is net investment in capital assets (e.g. land, buildings, and infrastructure). Approximately \$40.2 million or 36.1 percent of the total net position, constitutes unrestricted net position, which may be used to finance day-to-day operations without constraints.

Operating revenues increased by \$0.4 million primarily due to an increase in the customer base due to new construction. Operating expenses of \$8.5 million decreased by \$0.2 million or 2.3 percent largely due to a decrease in operation and maintenance costs.

### **Sewer**

Sewer net position increased by \$14.5 million or 8.1 percent from \$180.1 million to \$194.6 million. The increase is primarily attributed to capital infrastructure contributions of \$11.8 million. The largest portion of net position, \$156.0 million or 80.2 percent, is net investment in capital assets (e.g. land, buildings, and infrastructure). Approximately \$38.6 million or 19.8 percent of the total net position, constitutes unrestricted net position, which may be used to finance day-to-day operations without constraints.

## ***FINANCIAL ANALYSIS OF THE CITY'S FUNDS***

As noted earlier, the City uses **fund accounting** to ensure and demonstrate compliance with finance-related legal requirements.

As of June 30, 2024, the City's governmental funds reported combined fund balances of \$229.3 million compared to \$188.5 million in FY 2023. The governmental fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned.

- \$8.9 million consist of nonspendable fund balance related to advances and deposits long-term in nature that are not intended to convert into cash and do not represent currently available resources.
- \$142.9 million is reported as restricted fund balance that includes restrictions imposed by external parties or enabling legislation. This amount includes unspent grant revenues and restricted tax revenues.
- \$62.3 million is reported as committed fund balance that has been limited by formal Council action for a specific purpose.
- \$15.3 million is reported as unassigned fund balance that represents the residual classification for the City's General Fund and includes all spendable amounts not contained in other classifications.



## **General Fund**

The General Fund is the chief operating fund of the City. At June 30, 2024 the General Fund unassigned fund balance is \$15.3 million or 24.7 percent of the \$62.0 million total General Fund balance. Comparing unassigned fund balance and total fund balance to total fund expenditures may be useful as a measure of the General Fund's capacity to meet future obligations. At June 30, 2024 unassigned fund balance represented 48.0 percent of total General Fund expenditures of \$31.9 million, while total fund balance represents 194.4 percent of total General Fund expenditures. At June 30, 2023, the same measures were 21.5 percent and 199.3 percent, respectively.

The General Fund ending fund balance increased by \$5.6 million from \$56.4 million to \$62.0 million at June 30, 2024.

In FY 2024, the General Fund revenues of \$42.6 million were \$2.1 million or 4.7 percent lower than FY 2023 revenues of \$44.7 million. Use of money and property revenue increased \$0.8 million attributed to increases investment earnings, driven by higher interest income received as a result of higher interest rates. In addition, property taxes increased by \$1.7 million. Revenue increases were offset by a decrease in intergovernmental revenue of \$5.0 million as a result of receiving one time coronavirus relief money in fiscal year 2023.

FY 2024 General Fund expenditures of \$31.9 million were \$3.6 million or 12.7 percent higher than FY 2023 expenditures of \$28.3 million. The increase was primarily due to an increase of \$1.8 million in general government and \$2.6 million in public safety, which was a direct result of hiring additional staff and purchasing public safety equipment for the police department.

## **Capital Facility Fees Fund**

The Capital Facilities Fees Fund accounts for fees collected for traffic mitigation (including regional traffic), Storm Drain, culture and leisure, city services and administration. At June 30, 2024, the fund had an ending fund balance of \$48.5 million, which is \$4.0 million or 9.0 percent higher than FY 2023. The monies in this fund are collected from developers of specific projects.

## **General CIP Projects Fund**

The General CIP Projects Fund accounts for capital projects funded by the General Fund occurring over more than one fiscal year. The fund balance of the General CIP project fund at June 30, 2024 is \$19.6 million, which is \$1.1 million or 2.5 percent higher than FY 2023.

## **Proprietary Funds**

The City's proprietary funds provide similar information to that which is found in the government-wide financial statements, but in more detail. Each fund's financial transactions, both near-term and historic, are provided in the statement of net position and the statement of revenues, expenses, and changes in net position. In addition, these proprietary funds also present a statement of cash flows.

In FY 2024, the water utility enterprise fund increased its net position from \$100.1 million to \$111.3 million. Unrestricted net assets at the end of the fiscal year amounted to \$40.2 million, and are available for future capital water system improvements. \$69.6 million of the Water Fund's net position are net investment in capital assets and are not available for liquidation to support operations. The remaining \$1.4 million is restricted to satisfy debt service obligations and covenants.

In FY 2024, the sewer utility fund increased its net position from \$180.1 million to \$194.6 million. Unrestricted net position at the end of the fiscal year amounted to \$38.6 million and is available for future capital sewer system improvements. \$156.0 million of the Sewer Fund's net position is net investment in capital asset and are not available for liquidation to support operations.

Other factors concerning the finances of these funds have already been reviewed in the discussion of the City's business-type activities. The capital assets section on the following pages will provide additional discussion and analysis of the business-type financial activities.

## ***GENERAL FUND BUDGETARY HIGHLIGHTS***

Staff submits a balanced operating and capital budget biennially to the City Council for approval. The Biennial FY 2023/2024 and FY 2024/2025 was presented to Council in June of 2023.

Over the course of the year, the City Council revised the City budget with adjustments that are comprised within the following two categories:

- Changes made in the mid-year report to adjust revenues, augment current year expenditure appropriations, and establish or increase designation of fund balance.
- Other revenue adjustments and expenditure appropriations approved after the original budget is adopted, and before or after the mid-year report is approved.

During the year ended June 30, 2024, there was a \$0.6 million increase in budgeted revenues between the original and final amended operating budget for the General Fund. The increase in budgeted revenues was primarily due to an increase in property tax revenues of \$0.4 million.

Actual budgetary expenditures of \$31.0 million were \$7.7 million less than the amended budget as of June 30, 2024 and \$0.3 million more than the original budget.

## ***CAPITAL ASSET AND DEBT ADMINISTRATION***

### **Capital Assets**

The City's capital assets net of accumulated depreciation, for its governmental and business-type activities together amounted to \$598.9 million at June 30, 2024. This investment includes land, infrastructure, improvements, vehicles, equipment, and construction in progress. For the year ended June 30, 2024, net capital assets increased \$53.5 million (\$35.8 million in governmental activities and \$17.7 million in business-type activities) compared to net capital assets at June 30, 2023. The increase in both governmental activities and business-type activities is primarily due to the acceptance of infrastructure and improvements from development.

Total construction in progress decreased by \$8.7 million from \$43.5 million at June 30, 2023 to \$34.8 million at June 30, 2024. Construction in progress for governmental activities increased by \$2.2 million primarily due \$17.8 million of additions in general CIP and streets projects, offset by \$15.6 million of projects being transferred into service. Business-type activities contributed a decrease of \$10.8 million to the total CIP as additions to the Water and Sewer Systems totaling \$3.0 million were offset by \$13.8 million in projects that were completed and placed into service. The completed Water System projects include well improvements. The Sewer System completed the surface water discharge project in FY 23/24.

The City records infrastructure assets at historical costs in the government-wide financial statement and depreciates assets from acquisition date to the end of the current fiscal year as required by GASB Statement No. 34. For governmental fund financial statements recording purposes, capital asset purchases are recorded as expenditures, rather than capitalizing and recording related depreciation.

Capital assets, net of depreciation for governmental and business-type activities in the government-wide financial statements are presented below to illustrate changes between FY 2022 and FY 2023 (in thousands):

**For the Fiscal Years Ended June 30, 2023 and 2024**  
**(in Thousands)**

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2024	2023	2024	2023	2024
Land	\$ 12,887	\$ 13,472	\$ 3,565	\$ 3,739	\$ 16,452	\$ 17,211
Construction in Progress	28,784	30,952	14,679	3,895	43,463	34,847
Buildings	20,122	20,816	0	0	20,122	20,816
Improvements other than built	60,971	71,691	202,513	230,430	263,484	302,121
Infrastructure	196,968	218,332	0	0	196,968	218,332
Equipment and vehicles	3,172	3,619	699	1,097	3,871	4,716
Right to use Assets	1,095	882	0	0	1,095	882
<b>Total Capital Assets</b>	<b>323,999</b>	<b>359,764</b>	<b>221,456</b>	<b>239,161</b>	<b>545,455</b>	<b>598,925</b>

Additional information about the City's capital assets can be found in the Notes to Basic Financial Statements, Note 4.

**Debt Administration**

The City's long-term debt service obligation include revenue bonds, lease revenue bonds and private placement debt. During the current fiscal year, the City's outstanding long-term debt decreased by \$1.9 million to \$15.6 million, comprising \$0.3 million in governmental activities and \$1.6 million in business-type activities. The decrease of in both governmental and business-type activities is a result of debt service payments and no new bond issuances.

**For the Fiscal Years Ended June 30, 2023 and 2024**  
**(in Thousands)**

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2023	2024	2023	2024	2023	2024
2017 Bank Loan	\$ -	\$ -	\$ 7,462	\$ 6,724	\$ 7,462	\$ 6,724
State Revolving Fund Loan	-	-	5,071	4,588	5,071	4,588
Compass Bank Loan	-	-	2,623	2,222	2,623	2,222
Financed Purchases	3,525	2,992	-	-	3,525	2,992
<b>Total Long Term Debt</b>	<b>3,525</b>	<b>2,992</b>	<b>15,156</b>	<b>13,534</b>	<b>18,681</b>	<b>16,526</b>

Additional information about the City's long-term outstanding debt can be found in the notes to the Basic Financial Statements, Note 6.

## ***ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES***

The City Council considered many factors when setting the Fiscal Year 2024/25 budget. The City primarily relies on property tax and sales tax revenues to provide services and amenities to the community. Lathrop's population has experienced significant growth over the last several years. In 2023 and 2024 the city experienced an 11.1 percent and 5.4 percent, respectively, increase in its population making it the fastest growing city with a population over 30,000 in California, for two years in a row. While higher population is an exciting sign of growth, the City also recognizes some of the challenges such growth brings in the planning and management of serving our new residents. With City Council's guidance, the City has built strong financial reserves to draw from in unknown times, we have been able to maintain our sound financial position.

In March of 2021, the City Council approved moving forward to establish a new City of Lathrop Police Department. This important decision has not been made quickly; in fact, years of financial analysis have indicated the City can save money and provide more staff in police services tailored to meet the needs of the community. The City Council's decision reflects a commitment to take action when it is in the long-term interest of our citizens.

Over the past decade, the City Council and City staff have focused on ensuring a sustainable economic future for the City of Lathrop supporting steady growth projections for the future. The City has a goal to provide an environment for strong industrial, commercial and residential growth that has resulted in a solid financial foundation. The California State Auditor Office, in its most recent report, has ranked Lathrop in the top 3% of fiscally sound cities, out of 471 cities throughout California. This has been possible because of stability in City Hall staffing, with a skilled and committed City staff team. These factors have positioned the City to be able to stand up a new Police Department to provide services that continue to meet the needs of residents, businesses, schools, community groups and visitors in Lathrop in a cost-effective manner.

Building permit issuance by the City for new residential and commercial development is the key driver used to estimate various revenue streams. These revenues are deposited into various funds. Examples of these revenues include: sales and use taxes on construction materials and equipment; capital facility fees charged to mitigate the impact of new development-driving a need for more parks and street capital investments; system development charges (investment/tap fees) assessed to finance future capital investment for water, sewer, and storm drainage systems.

As mentioned above, the level of single-family dwelling unit building permits issued, measured at 694 in FY 2024, this level exceeds the 334 issued years earlier in Fiscal Year 2006/07 during the height of the previous housing boom.

These major economic indicators were all considered when adopting the General Fund budget for FY 2024/25 budget.

## ***CONTACTING THE CITY FINANCIAL MANAGEMENT***

This financial report is designed to provide our residents, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability and transparency for the money it receives. If you have questions about this report or need additional financial information, contact the City of Lathrop - Finance Department, 390 Towne Centre Drive, Lathrop, California 95330, (209) 941-7320.

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# BASIC FINANCIAL STATEMENTS

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# GOVERNMENT-WIDE FINANCIAL STATEMENTS

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**City of Lathrop**  
**Statement of Net Position**  
**June 30, 2024**

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 239,710,610	\$ 85,256,676	\$ 324,967,286
Receivables:			
Accounts (net of allowance for uncollectibles)	8,483,734	3,790,353	12,274,087
Notes and loans	20,350	-	20,350
Accrued interest	605,744	224,847	830,591
Internal balances	1,340,746	(1,340,746)	-
Restricted assets:			
Cash with fiscal agent	-	1,431,530	1,431,530
Prepays	21,912	-	21,912
Total current assets	250,183,096	89,362,660	339,545,756
Noncurrent assets:			
Capital assets:			
Nondepreciable	44,423,620	7,634,302	52,057,922
Depreciable	448,754,506	304,840,151	753,594,657
Less accumulated depreciation	(133,413,950)	(73,313,489)	(206,727,439)
Total noncurrent assets	359,764,176	239,160,964	598,925,140
<b>Total assets</b>	609,947,272	328,523,624	938,470,896
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred pension related items	5,086,090	749,258	5,835,348
Deferred OPEB related items	1,061,773	167,586	1,229,359
<b>Total deferred outflows of resources</b>	6,147,863	916,844	7,064,707
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	12,001,667	7,109,568	19,111,235
Accrued liabilities	692,724	41,344	734,068
Accrued interest	-	21,562	21,562
Unearned revenue	243,306	-	243,306
Deposits payable	2,613,371	1,024,573	3,637,944
Due to other governments	-	298,787	298,787
Compensated absences	435,650	14,029	449,679
Long-term debt & loans payable	330,000	1,667,903	1,997,903
Leases payable	333,986	-	333,986
Total current liabilities	16,650,704	10,177,766	26,828,470
Noncurrent liabilities:			
Compensated absences	2,794,650	104,327	2,898,977
Long-term debt & loans payable	1,780,000	11,867,182	13,647,182
Leases payable	548,235	-	548,235
Net pension liability	7,918,366	1,142,953	9,061,319
Net OPEB liability	1,314,713	207,117	1,521,830
Total noncurrent liabilities	14,355,964	13,321,579	27,677,543
<b>Total liabilities</b>	31,006,668	23,499,345	54,506,013
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred pension related items	187,208	29,467	216,675
Deferred OPEB related items	328,131	52,309	380,440
<b>Total deferred inflows of resources</b>	515,339	81,776	597,115
<b>NET POSITION</b>			
Net investment in capital assets	356,771,955	225,625,879	582,397,834
Restricted for:			
Community development	1,971,299	-	1,971,299
Public safety	17,770,702	-	17,770,702
Culture and leisure	3,127,221	-	3,127,221
Public works	41,726,546	-	41,726,546
Capital projects	78,452,405	-	78,452,405
Debt service	-	1,431,530	1,431,530
Unrestricted	84,753,000	78,801,938	163,554,938
<b>Total net position</b>	\$ 584,573,128	\$ 305,859,347	\$ 890,432,475

See accompanying Notes to Basic Financial Statements.

**City of Lathrop**  
**Statement of Activities**  
**For the year ended June 30, 2024**

Functions/Programs	Expenses	Program Revenues			Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Governmental activities:</b>					
General government	\$ 11,905,173	\$ 9,244,857	\$ 170,302	\$ 4,789,408	\$ 14,204,567
Public safety	19,911,396	390,330	1,601,637	-	1,991,967
Community development	1,240,390	5,455,638	194,122	2,264,853	7,914,613
Culture and leisure	4,895,105	401,615	-	8,773,748	9,175,363
Public works	25,161,304	4,672,841	3,790,512	42,279,411	50,742,764
Interest on long-term debt	217,739	-	-	-	-
<b>Total governmental activities</b>	<b>63,331,107</b>	<b>20,165,281</b>	<b>5,756,573</b>	<b>58,107,420</b>	<b>84,029,274</b>
<b>Business-type Activities:</b>					
Water	8,809,160	11,263,135	-	10,713,883	21,977,018
Sewer	11,907,501	11,386,277	-	13,816,009	25,202,286
<b>Total business-type activities</b>	<b>20,716,661</b>	<b>22,649,412</b>	<b>-</b>	<b>24,529,892</b>	<b>47,179,304</b>
<b>Total primary government</b>	<b>\$ 84,047,768</b>	<b>\$ 42,814,693</b>	<b>\$ 5,756,573</b>	<b>\$ 82,637,312</b>	<b>\$ 131,208,578</b>

**General Revenues:**

Taxes:

Property taxes, levied for general purpose

Transient occupancy taxes

Sales taxes

Franchise taxes

Other taxes & assessments

Use of money and property

Other

**Transfers**

**Total general revenues and transfers**

**Change in net position**

**Net position - beginning of year**

**Restatements**

**Net position - beginning of year, as restated**

**Net position - end of year**

Net (Expense) Revenue  
and Changes in Net Position

Governmental Activities	Business-Type Activities	Total
\$ 2,299,394	\$ -	\$ 2,299,394
(17,919,429)	-	(17,919,429)
6,674,223	-	6,674,223
4,280,258	-	4,280,258
25,581,460	-	25,581,460
(217,739)	-	(217,739)
<u>20,698,167</u>	<u>-</u>	<u>20,698,167</u>
-	13,167,858	13,167,858
-	13,294,785	13,294,785
<u>-</u>	<u>26,462,643</u>	<u>26,462,643</u>
<u>20,698,167</u>	<u>26,462,643</u>	<u>47,160,810</u>
12,178,582	-	12,178,582
1,096,762	-	1,096,762
21,039,383	-	21,039,383
2,772,994	-	2,772,994
2,655,777	-	2,655,777
10,282,117	3,603,153	13,885,270
1,026,228	620,278	1,646,506
1,808,102	(1,808,102)	-
<u>52,859,945</u>	<u>2,415,329</u>	<u>55,275,274</u>
73,558,112	28,877,972	102,436,084
505,301,432	280,120,322	785,421,754
5,713,584	(3,138,947)	2,574,637
<u>511,015,016</u>	<u>276,981,375</u>	<u>787,996,391</u>
<u>\$ 584,573,128</u>	<u>\$ 305,859,347</u>	<u>\$ 890,432,475</u>

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# FUND FINANCIAL STATEMENTS

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*Governmental Fund Financial Statements*

*Proprietary Fund Financial Statements*

*Fiduciary Fund Financial Statements*

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**City of Lathrop**  
**Major Governmental Funds**  
**Year Ended June 30, 2024**

The funds described below were determined to be Major Funds by the City in fiscal year 2024. Individual non-major funds may be found in the Supplementary Information section

**GENERAL FUND**

This fund accounts for all financial resources except those accounted for in another fund. It is the general operating fund of the City.

**CAPITAL FACILITY FEE SPECIAL REVENUE FUND**

To account for the financial resources associated with the capital facility fees for Traffic Mitigation (includes Regional Traffic), Storm Drain, Culture and Leisure, City Service, and Administration

**GENERAL CIP PROJECTS CAPITAL PROJECTS FUND**

To account for the expenditure of funds for projects funded from the General Fund

**City of Lathrop**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2024**

	Special Revenue Funds			Capital Project
	General Fund	Capital Facility Fees	Building Safety &	Funds
			Inspection	Streets and Roads
<b>ASSETS</b>				
Cash and investments	\$ 51,300,109	\$ 59,257,682	\$ -	\$ -
Receivables:				
Accounts (net of allowance for uncollectibles)	4,430,994	3,194	-	-
Notes and loans	-	-	-	-
Accrued interest	132,579	164,706	-	-
Due from other funds	47,759	-	-	-
Prepays	21,912	-	-	-
Advances to other funds	8,838,746	-	-	-
<b>Total assets</b>	<b>\$ 64,772,099</b>	<b>\$ 59,425,582</b>	<b>\$ -</b>	<b>\$ -</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 1,321,367	\$ 3,411,423	\$ -	\$ -
Accrued liabilities	692,724	-	-	-
Unearned revenue	243,306	-	-	-
Deposits payable	469,685	-	-	-
Due to other funds	-	-	-	-
Advances from other funds	-	7,498,000	-	-
<b>Total liabilities</b>	<b>2,727,082</b>	<b>10,909,423</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	8,860,658	-	-	-
Restricted	-	48,516,159	-	-
Committed	37,882,299	-	-	-
Unassigned	15,302,060	-	-	-
<b>Total fund balances</b>	<b>62,045,017</b>	<b>48,516,159</b>	<b>-</b>	<b>-</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 64,772,099</b>	<b>\$ 59,425,582</b>	<b>\$ -</b>	<b>\$ -</b>



Capital Project Funds		
General CIP Projects	Nonmajor Governmental Funds	Total Governmental Funds
\$ 22,620,116	\$ 103,652,069	\$ 236,829,976
5,550	4,043,996	8,483,734
-	20,350	20,350
43,593	264,866	605,744
-	-	47,759
-	-	21,912
-	-	8,838,746
<u>\$ 22,669,259</u>	<u>\$ 107,981,281</u>	<u>\$ 254,848,221</u>
\$ 3,021,029	\$ 4,247,848	\$ 12,001,667
-	-	692,724
-	-	243,306
-	2,143,686	2,613,371
-	47,759	47,759
-	-	7,498,000
<u>3,021,029</u>	<u>6,439,293</u>	<u>23,096,827</u>
-	-	8,860,658
-	94,532,014	143,048,173
19,648,230	4,593,267	62,123,796
-	(5,330)	15,296,730
<u>19,648,230</u>	<u>99,119,951</u>	<u>229,329,357</u>
<u>\$ 22,669,259</u>	<u>\$ 107,981,281</u>	<u>\$ 254,848,221</u>

**City of Lathrop**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2024**

**Total Fund Balances - Total Governmental Funds** \$ 229,329,357

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. Except for the internal service funds reported below, the capital assets were adjusted as follows:

Nondepreciable	44,423,620
Depreciable, net	315,340,556
<b>Total capital assets</b>	<b>359,764,176</b>

Unavailable revenues recorded in the fund financial statements resulting from activities in which revenues were earned but were not available are reclassified as revenues in the Government-Wide Financial Statements. 2,422,037

In the Government-Wide Financial Statements, deferred employer contributions for pension and OPEB, certain differences between actuarial estimates and actual results, and other adjustments resulting from changes in assumptions and benefits are deferred in the current year.

Deferred outflows of resources related to pension	5,086,090
Deferred outflows of resources related to OPEB	1,061,773
Deferred inflows of resources related to pension	(187,208)
Deferred inflows of resources related to OPEB	(328,131)

Long-term liabilities were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet.

Compensated absences - due within one year	(435,650)
Long-term debt - due within one year	(330,000)
Leases payable - due within one year	(333,986)
Compensated absences - due in more than one year	85,984
Long-term debt - due in more than one year	(1,780,000)
Leases payable - due in more than one year	(548,235)
Net pension liability	(7,918,366)
Net OPEB liability	(1,314,713)
<b>Total long-term liabilities</b>	<b>(12,574,966)</b>

**Net Position of Governmental Activities** \$ 584,573,128

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**City of Lathrop**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the year ended June 30, 2024**

	Special Revenue Funds			Capital Project Funds
	General Fund	Capital Facility Fees	Building Safety & Inspection	Streets and Roads
<b>REVENUES:</b>				
Taxes and assessments	\$ 33,537,674	\$ 17,889,715	\$ -	\$ -
Licenses and permits	340,938	-	-	-
Intergovernmental	4,412,587	-	-	-
Charges for services	761,489	-	-	-
Use of money and property	3,058,960	2,621,500	-	-
Fines and forfeitures	102,903	-	-	-
Developer participation	-	89	-	-
Miscellaneous	414,129	-	-	-
<b>Total revenues</b>	<b>42,628,680</b>	<b>20,511,304</b>	<b>-</b>	<b>-</b>
<b>EXPENDITURES:</b>				
<b>Current:</b>				
General government	11,145,202	-	-	-
Public safety	13,203,791	-	-	-
Community development	1,235,318	-	-	-
Culture and leisure	3,298,858	-	-	-
Public works	1,065,599	2,749,219	-	-
Capital outlay	1,200,475	-	-	-
<b>Debt service:</b>				
Principal retirement	320,000	-	-	-
Lease principal retirement	357,610	-	-	-
Interest and fiscal charges	57,885	-	-	-
<b>Total expenditures</b>	<b>31,884,738</b>	<b>2,749,219</b>	<b>-</b>	<b>-</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>10,743,942</b>	<b>17,762,085</b>	<b>-</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	8,666,210	-	-	-
Transfers out	(13,869,501)	(13,771,306)	-	-
Lease and software subscription proceeds	145,040	-	-	-
<b>Total other financing sources (uses)</b>	<b>(5,058,251)</b>	<b>(13,771,306)</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>5,685,691</b>	<b>3,990,779</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCES:</b>				
Beginning of year	56,359,326	44,525,380	11,969,931	11,288,788
Restatement	-	-	(11,969,931)	(11,288,788)
Beginning of year, as restated	56,359,326	44,525,380	-	-
End of year	\$ 62,045,017	\$ 48,516,159	\$ -	\$ -

Capital Project Funds		
General CIP Projects	Nonmajor Governmental Funds	Total Governmental Funds
\$ -	\$ 13,998,234	\$ 65,425,623
-	41,650	382,588
-	7,633,179	12,045,766
-	9,010,273	9,771,762
778,380	3,833,289	10,292,129
-	1,577,103	1,680,006
-	4,198,195	4,198,284
-	600,389	1,014,518
778,380	40,892,312	104,810,676
-	-	11,145,202
-	4,298,722	17,502,513
-	95	1,235,413
-	257,112	3,555,970
4,990	11,762,750	15,582,558
13,608,772	6,960,890	21,770,137
-	-	320,000
-	-	357,610
-	159,854	217,739
13,613,762	23,439,423	71,687,142
(12,835,382)	17,452,889	33,123,534
13,999,456	22,749,846	45,415,512
-	(15,966,603)	(43,607,410)
-	-	145,040
13,999,456	6,783,243	1,953,142
1,164,074	24,236,132	35,076,676
18,484,156	45,911,516	188,539,097
-	28,972,303	5,713,584
18,484,156	74,883,819	194,252,681
\$ 19,648,230	\$ 99,119,951	\$ 229,329,357

See accompanying Notes to Basic Financial Statements.

**City of Lathrop**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**of Governmental Funds to the Government-Wide Statement of Activities**  
**For the year ended June 30, 2024**

<b>Net Change in Fund Balances - Total Governmental Funds</b>	<b>\$ 35,076,676</b>
Amounts reported for governmental activities in the Government-Wide Statement of Activities were different because:	
Governmental funds reported capital outlay as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over their estimated lives as depreciation expense. This was the amount of capital assets recorded in the current period.	21,559,146
Donated capital assets are not recorded in the governmental funds, but are recognized as revenue at the acquisition value of the assets.	27,848,404
Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities, but did not require the use of current financial resources. Therefore, depreciation expense was not reported as expenditures in the governmental funds.	(13,643,373)
Compensated leave payments were reported as expenditures in the governmental funds, however expense is recognized in the Government-Wide Statement of Activities based on earned leave accruals.	(38,309)
Debt proceeds provide current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.	
Long-term debt repayments	320,000
Lease and subscription payments	357,610
Acquisition of new leases and subscriptions	(145,040)
Current year employer pension contributions are recorded as expenditures in the governmental funds, however, these amounts are reported as a deferred outflow of resources in the Government-Wide Statement of Net Position.	1,982,914
Pension expense is reported in the Government-Wide Statement of Activities does not require the use of current financial resources, and therefore is not reported as expenditures in governmental funds.	(2,066,210)
OPEB expense is reported in the Government-Wide Statement of Activities does not require the use of current financial resources, and therefore is not reported as expenditures in governmental funds.	(115,743)
Unavailable revenues recorded in the fund financial statements resulting from activities in which revenues were earned but were not available are reclassified as revenues in the Government-Wide Financial Statements.	2,422,037
<b>Change in Net Position of Governmental Activities</b>	<b>\$ 73,558,112</b>

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**City of Lathrop**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2024**

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water	Sewer	Totals	Compensated Absences Internal Service Fund
<b>ASSETS</b>				
Current Assets:				
Cash and investments	\$ 45,469,111	\$ 39,787,565	\$ 85,256,676	\$ 2,880,634
Receivables:				
Accounts (net of allowance for uncollectibles)	2,336,704	1,453,649	3,790,353	-
Accrued interest	118,731	106,116	224,847	-
Restricted:				
Cash and with fiscal agent	1,431,530	-	1,431,530	-
Total current assets	<u>49,356,076</u>	<u>41,347,330</u>	<u>90,703,406</u>	<u>2,880,634</u>
Noncurrent:				
Capital assets:				
Nondepreciable capital assets	2,869,781	4,764,521	7,634,302	-
Depreciable capital assets	116,518,006	188,322,145	304,840,151	-
Accumulated depreciation	<u>(36,210,218)</u>	<u>(37,103,271)</u>	<u>(73,313,489)</u>	-
Net capital assets	<u>83,177,569</u>	<u>155,983,395</u>	<u>239,160,964</u>	-
Total noncurrent assets	<u>83,177,569</u>	<u>155,983,395</u>	<u>239,160,964</u>	-
<b>Total assets</b>	<u>132,533,645</u>	<u>197,330,725</u>	<u>329,864,370</u>	<u>2,880,634</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred pension related items	458,985	290,273	749,258	-
Deferred OPEB related items	102,341	65,245	167,586	-
<b>Total deferred outflows of resources</b>	<u>561,326</u>	<u>355,518</u>	<u>916,844</u>	-
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable	6,012,522	1,097,046	7,109,568	-
Accrued liabilities	-	41,344	41,344	-
Accrued interest	21,562	-	21,562	-
Deposits payable	993,285	31,288	1,024,573	-
Due to other governments	298,787	-	298,787	-
Accrued compensated absences	10,304	3,725	14,029	-
Loans payable	1,667,903	-	1,667,903	-
Total current liabilities	<u>9,004,363</u>	<u>1,173,403</u>	<u>10,177,766</u>	-
Noncurrent liabilities:				
Advances from other funds	-	1,340,746	1,340,746	-
Accrued compensated absences	72,053	32,274	104,327	2,880,634
Net pension liability	694,182	448,771	1,142,953	-
Net OPEB liability	126,426	80,691	207,117	-
Loans payable	<u>11,867,182</u>	-	<u>11,867,182</u>	-
Total noncurrent liabilities	<u>12,759,843</u>	<u>1,902,482</u>	<u>14,662,325</u>	<u>2,880,634</u>
<b>Total liabilities</b>	<u>21,764,206</u>	<u>3,075,885</u>	<u>24,840,091</u>	<u>2,880,634</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred pension related items	17,984	11,483	29,467	-
Deferred OPEB related items	32,019	20,290	52,309	-
<b>Total deferred inflows of resources</b>	<u>50,003</u>	<u>31,773</u>	<u>81,776</u>	-
<b>NET POSITION</b>				
Net investment in capital assets	69,642,484	155,983,395	225,625,879	-
Restricted for debt service	1,431,530	-	1,431,530	-
Unrestricted	40,206,748	38,595,190	78,801,938	-
<b>Total net position</b>	<u>\$ 111,280,762</u>	<u>\$ 194,578,585</u>	<u>\$ 305,859,347</u>	<u>\$ -</u>



**City of Lathrop**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the year ended June 30, 2024**

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water	Sewer	Totals	Compensated Absences Internal Service Fund
<b>OPERATING REVENUES:</b>				
Sales and service charges	\$ 11,263,135	\$ 11,386,277	\$ 22,649,412	\$ 753,783
Other income	252,555	367,723	620,278	-
<b>Total operating revenues</b>	<b>11,515,690</b>	<b>11,754,000</b>	<b>23,269,690</b>	<b>753,783</b>
<b>OPERATING EXPENSES:</b>				
General and administrative	1,435,889	985,957	2,421,846	753,783
Maintenance and operations	4,561,096	6,688,196	11,249,292	-
Depreciation expense	2,473,513	4,233,348	6,706,861	-
<b>Total operating expenses</b>	<b>8,470,498</b>	<b>11,907,501</b>	<b>20,377,999</b>	<b>753,783</b>
<b>Operating income (loss)</b>	<b>3,045,192</b>	<b>(153,501)</b>	<b>2,891,691</b>	<b>-</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>				
Taxes and assessments	982,572	2,041,867	3,024,439	-
Investment earnings	1,958,912	1,644,241	3,603,153	-
Interest expense	(338,662)	-	(338,662)	-
<b>Total nonoperating revenues (expenses)</b>	<b>2,602,822</b>	<b>3,686,108</b>	<b>6,288,930</b>	<b>-</b>
<b>Income before contributions and transfers</b>	<b>5,648,014</b>	<b>3,532,607</b>	<b>9,180,621</b>	<b>-</b>
<b>CONTRIBUTIONS AND TRANSFERS:</b>				
Contributions	9,731,311	11,774,142	21,505,453	-
Transfers in	527,985	1,126,260	1,654,245	-
Transfers out	(1,537,920)	(1,924,427)	(3,462,347)	-
<b>Total contributions and transfers</b>	<b>8,721,376</b>	<b>10,975,975</b>	<b>19,697,351</b>	<b>-</b>
<b>Change in net position</b>	<b>14,369,390</b>	<b>14,508,582</b>	<b>28,877,972</b>	<b>-</b>
<b>NET POSITION:</b>				
Beginning of year	100,050,319	180,070,003	280,120,322	-
Restatements	(3,138,947)	-	(3,138,947)	-
Beginning of year, as restated	96,911,372	180,070,003	276,981,375	-
End of year	\$ 111,280,762	\$ 194,578,585	\$ 305,859,347	\$ -

**City of Lathrop**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the year ended June 30, 2024**

	Business-Type Activities			Governmental
	Water	Sewer	Totals	Absences Internal Service Fund
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from customers and users	\$ 10,920,275	\$ 11,351,615	\$ 22,271,890	\$ -
Cash paid to suppliers for goods and services	(3,539,274)	(7,067,990)	(10,607,264)	-
Cash paid to employees for services	(1,398,034)	(966,974)	(2,365,008)	-
Cash received from (payments to) others	252,555	367,723	620,278	1,055,695
<b>Net cash provided (used) by operating activities</b>	<b>6,235,522</b>	<b>3,684,374</b>	<b>9,919,896</b>	<b>1,055,695</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Cash transfers in	527,985	1,126,260	1,654,245	-
Cash transfers out	(1,537,920)	(1,924,427)	(3,462,347)	-
Repayment made to other funds	-	(532,559)	(532,559)	-
Taxes and assessments	982,572	2,041,867	3,024,439	-
<b>Net cash provided (used) by non-capital financing activities</b>	<b>(27,363)</b>	<b>711,141</b>	<b>683,778</b>	<b>-</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Acquisition and construction of capital assets	(721,684)	(2,184,964)	(2,906,648)	-
Principal paid on capital debt	(1,621,144)	-	(1,621,144)	-
Interest paid on capital debt	(455,273)	(28,426)	(483,699)	-
<b>Net cash provided (used) by capital and related financing activities:</b>	<b>(2,798,101)</b>	<b>(2,213,390)</b>	<b>(5,011,491)</b>	<b>-</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Interest received	1,958,912	1,644,241	3,603,153	-
<b>Net cash provided (used) by investing activities</b>	<b>1,958,912</b>	<b>1,644,241</b>	<b>3,603,153</b>	<b>-</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>5,368,970</b>	<b>3,826,366</b>	<b>9,195,336</b>	<b>1,055,695</b>
Cash and cash equivalents at beginning of year	41,531,671	35,961,199	77,492,870	1,824,939
<b>Cash and cash equivalents at end of year</b>	<b>\$ 46,900,641</b>	<b>\$ 39,787,565</b>	<b>\$ 86,688,206</b>	<b>\$ 2,880,634</b>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ 3,045,192	\$ (153,501)	\$ 2,891,691	\$ -
<b>Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:</b>				
Depreciation	2,473,513	4,233,348	6,706,861	-
(Increase) decrease in accounts receivable	(130,599)	(76,006)	(206,605)	-
Increase (decrease) in accounts payable	1,021,822	(379,794)	642,028	-
Increase (decrease) in accrued liabilities	-	41,344	41,344	-
Increase (decrease) in unearned revenue	(198,000)	-	(198,000)	-
Increase (decrease) in deposits payable	(14,261)	-	(14,261)	-
Increase (decrease) in compensated absences	18,735	6,773	25,508	1,055,695
Increase (decrease) in pension and OPEB	19,120	12,210	31,330	-
<b>Total Adjustments</b>	<b>3,190,330</b>	<b>3,837,875</b>	<b>7,028,205</b>	<b>1,055,695</b>
<b>Net cash provided (Used) by operating activities</b>	<b>\$ 6,235,522</b>	<b>\$ 3,684,374</b>	<b>\$ 9,919,896</b>	<b>\$ 1,055,695</b>
<b>Non-Cash Investing, Capital, and Financing Activities:</b>				
Donated assets	\$ 9,731,311	\$ 11,774,142	21,505,453	\$ -

See accompanying Notes to Basic Financial Statements.

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**City of Lathrop**  
**Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**June 30, 2024**

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	Custodial Funds
<b>ASSETS</b>	
Cash and investments	\$ 6,390,069
Receivables:	
Accrued interest	14,503
Restricted assets:	
Cash and with fiscal agent	<u>4,174,626</u>
<b>Total assets</b>	<u>10,579,198</u>
<b>LIABILITIES</b>	
Accounts payable	358,765
Deposits payable	<u>30,747</u>
<b>Total liabilities</b>	<u>389,512</u>
<b>NET POSITION</b>	
Restricted for:	
Individuals, organizations, and other governments	<u>10,189,744</u>
<b>Total Net Position</b>	<u>\$ 10,189,744</u>

**City of Lathrop**  
**Statement of Changes in Fiduciary Net Position**  
**Fiduciary Funds**  
**For the year ended June 30, 2024**

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	Custodial Funds
<b>ADDITIONS:</b>	
Collections for assessment districts	\$ 6,294,731
Receipts from others	2,241
Investment earnings	675,157
<b>Total additions</b>	<b>6,972,129</b>
<b>DEDUCTIONS:</b>	
Administrative expenses	83,751
Contractual services	125,343
Debt service	18,144,157
<b>Total deductions</b>	<b>18,353,251</b>
<b>Change in net position</b>	<b>(11,381,122)</b>
<b>NET POSITION:</b>	
Beginning of year	21,570,866
End of year	<b>\$ 10,189,744</b>

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# NOTES TO BASIC FINANCIAL STATEMENTS

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**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

The City of Lathrop, California, (the City) was incorporated July 1, 1989, under the general laws of the State of California. The City operates under a Council-Manager form of government and provides the following services: general government, public safety, public ways and facilities/transportation, culture and leisure, and public utilities.

The financial statements of the primary government of the City of Lathrop include the activities of the City as well as the Lathrop Public Facilities Financing Corporation, which is controlled by and dependent on the City. While it is a separate legal entity, its financial activities are integral to those of the City. Its financial activities have been aggregated and merged (termed “blending”) with those of the primary government of the City in the accompanying financial statements.

On April 11, 2000, the City Council formed the Lathrop Public Facilities Financing Corporation (Corporation), a non-profit public benefit corporation. The Corporation was formed to assist the City in financing the acquisition, construction, and improvement of municipal facilities. The Corporation is also empowered to acquire property. The Corporation is governed by a Board of Directors consisting of the City Council members.

**B. Basis of Presentation**

The City’s Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the U.S.A.

These Standards require that the financial statements described below be presented.

**Government-wide Statements:** The Statement of Net Position and the Statement of Activities display information about the primary government (the City and its component unit). These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. However, the interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the *governmental* and *business-type* activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**B. Basis of Presentation, Continued**

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

**Fund Financial Statements** - The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category - *governmental, proprietary, and fiduciary* - are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund *operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

**C. Major Funds**

Major funds are defined as funds that have either assets, liabilities, revenues or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. Major governmental and business-type funds are identified and presented separately in the fund financial statements. All other funds, called non-major funds, are combined and reported in a single column, regardless of their fund-type. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental funds in the accompanying financial statements:

**General Fund**

This fund accounts for all financial resources except those accounted for in another fund. It is the general operating fund of the City.

**Capital Facility Fees Special Revenue Fund**

To account for the financial resources associated with the capital facility fees for Traffic Mitigation (includes Regional Traffic), Storm Drain, Culture and Leisure, City Service, and Administration.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**C. Major Funds, Continued**

**General CIP Projects Fund**

To account for capital project expenditures related to streets and roads occurring over more than one fiscal year.

The City reported both of its enterprise funds as major funds in the accompanying financial statements:

**Water Fund**

This fund accounts for the revenues and expenses of the City's water operations.

**Sewer Fund**

This fund accounts for the revenues and expenses of the City's sewer operations.

The City also reports the following fund types:

**Internal Service Fund**

The fund accounts for compensated absences activities, which are provided to other departments on a cost-reimbursement basis.

**Fiduciary Funds**

Custodial funds are used to account for assets held by the City as a custodian for certain special assessment districts. The financial activities of these funds are excluded from the entity-wide financial statement but are presented in separate Fiduciary Fund financial statements.

**D. Basis of Accounting**

The government-wide, proprietary, and fiduciary fund financial statements are reported using the *economic resources measurement focus* and the *full accrual basis* of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable* and *available*.

The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of governmental long-term debt and acquisitions under leases, software subscriptions, and financed purchases are reported as *other financing sources*.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**D. Basis of Accounting, Continued**

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water fund, sewer fund, and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The City may fund programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted Net Position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

Certain indirect costs are included in program expenses reported for individual functions and activities.

Those revenues susceptible to accrual are use of money and property revenue, charges for services and fines and penalties. Sales taxes collected and held by the State at year-end on behalf of the City also are recognized as revenue.

**E. Property Tax**

The City's property taxes are levied each July 1, on the assessed values as of the prior January 1 for all real and personal property located in the City. Property sold after the assessment date (January 1) is reassessed and the amount of property tax levied is prorated.

The City has elected to receive property taxes from the County of San Joaquin (County) under the Teeter Plan. Under this program, the City receives 100% of the levied property taxes in periodic payments with the County assuming responsibility for delinquencies. Secured property taxes are due in two equal installments; the first is due November 1 and delinquent with penalties after December 10; the second is due February 1 and delinquent with penalties after April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be made in one installment, which is delinquent if not paid by August 31. The City accrues only taxes which are received from the County within 60 days after fiscal year end.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

***F. Use of Estimates***

The preparation of the financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

***G. Cash and Cash Equivalents***

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

***H. Accounts Receivable***

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Receivables are recorded in the financial statements net of any allowance for doubtful accounts if applicable, and estimated refunds due. Major receivable balances for the governmental activities include sales and use taxes, franchise taxes, grants, police fines and other fees. Federal and state grants are considered receivable and accrue as revenue when reimbursable costs are incurred. Business-type activities report utilities and interest earnings as their major receivables.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as sales tax, franchise tax, and grants and other similar intergovernmental revenues since they are usually both measurable and available.

***I. Prepaid Expenses***

Prepaid items are also recognized under the consumption method. Payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements.

***J. Capital Assets***

The accounting treatment over property, plant and equipment depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at the estimated acquisition value on the date contributed. All other capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. The City's policy is to capitalize all capital assets with costs exceeding certain minimum thresholds.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**J. Capital Assets, Continued**

The City has recorded all its public domain (infrastructure) capital assets placed in service, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and lighting systems.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year's pro rata share of the cost of capital assets. Generally accepted accounting principles require that all capital assets with limited useful lives be depreciated over their estimated useful lives. Depreciation is provided using the straight line method which means the cost of the capital asset is divided by its expected useful life in years and the result is charged to expense each year until the capital asset is fully depreciated. The City has assigned the useful lives listed below to capital assets.

Buildings	10 - 30 years
Improvements	5 - 50 years
Equipment and Vehicles	5 - 30 years
Infrastructure	5 - 40 years

The City capitalizes all capital assets with a useful life of more than one year. Prior to July 1, 2019, the City capitalized all capital assets with a cost greater than \$3,000. Subsequent to that date, the City capitalizes all land purchases and all other capital assets as follows:

Land	\$	-
Land Improvements		50,000
Buildings and Building Improvements		50,000
Infrastructure		50,000
Equipment, Furniture and Vehicles		10,000
Leases and Subscriptions (GASBS 87 and 96)		100,000
Leasehold Improvements		50,000
Construction in Progress for Year End Reporting		50,000 will exceed amount at completion

**K. Compensated Absences**

City employees accumulate earned but unused vacation which can be converted to cash at termination of employment. For governmental funds, a liability for these amounts is recorded only if they have matured, for example, as a result of employee resignations and retirements. The remaining amounts are reported as a liability in the Statement of Net Position. Proprietary funds' liability for compensated absences is recorded in each proprietary fund. The liability for compensated absences is determined annually.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**L. Long Term Liabilities**

In the government-wide financial statements and the proprietary fund types in the fund financial statements, long-term liabilities, and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received are reported as other financing sources, while discounts are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**M. Net Pension Liability**

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained from CalPERS' website under Forms and Publications.

**N. Other Post-Employment Benefits (OPEB)**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms.

Generally accepted accounting principles require that the reported results must pertain to liability information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2023
Measurement Period	June 30, 2022 to June 30, 2023

**O. Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**O. *Deferred Outflows/Inflows of Resources, Continued***

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

**P. *Interfund Transactions***

Interfund transactions are reflected as either loans, services provided, reimbursements, or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation and are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as “internal balances”. Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

**Q. *Net Position and Fund Balance***

**Net Position**

Net position is the excess of all the City’s assets all deferred outflows over all its liabilities and deferred inflows, regardless of fund. Net position is divided into three captions on the Statement of Net Position. These captions apply only to net position, which is determined only at the Government-wide level, and business-type activities and are described below:

*Net Investment in Capital Assets* describes the portion of Net Position which is represented by the current net book value of the City’s capital assets, less the outstanding balance of any debt issued to finance these assets and related deferred inflow of resources.

*Restricted* describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter.

*Unrestricted* describes the portion of Net Position which is not restricted to use.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

***Q. Net Position and Fund Balance, Continued***

**Fund Balance**

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities.

The City's fund balances are classified based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the City prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

*Nonspendables* represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then nonspendable amounts are required to be presented as a component of the applicable category.

*Restricted* fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Nonspendable amounts subject to restrictions are included along with spendable resources.

*Committed* fund balances include amounts that can be used only for the specific purposes determined by a formal action of the City Council's highest level of decision-making authority. The City Council can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

*Assigned* fund balances are amounts constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. The Authority for assigning fund balance is expressed by the City Council or its designee (i.e., City Manager), as established in the City's Reserve Policy. This category includes nonspendables, when it is the City's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects and Debt Service Funds which have not been restricted or committed.

*Unassigned* fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

Further detail about the City's fund balance classification is described in Note 9.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**S. *New Accounting Pronouncement***

*GASB Statement No. 100, Accounting Changes and Error Corrections* – The main purpose of this Statement is to strengthen accounting and financial reporting standards with respect to accounting changes and corrections of errors. The City has implemented this statement by disclosing the nature and reasons for changes in the reporting entity as well as required disclosures for prior period adjustments.

**2. CASH AND INVESTMENTS**

**A. *Policies***

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable pieces of paper called securities instruments, or by an electronic entry registering the owner in the records of the institution issuing the security, called the book entry system.

California Law requires banks and savings and loan institutions to pledge government securities with a fair value of 110% of the City's cash on deposit or first trust deed mortgage notes with a value of 150% of the City's cash on deposit as collateral for these deposits. Under California Law this collateral is held in an investment pool by an independent financial institution in the City's name and places the City ahead of general creditors of the institution pledging the collateral. As of June 30, 2024, none of the cash with financial institutions was collateralized.

The City's investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

Investment income is allocated among funds on the basis of average monthly cash and investment balances in these funds. Interest income on certain investments is allocated based on the source of the investment and legal requirements which apply.

Cash and investments with an original maturity of three months or less are used in preparing proprietary fund statements of cash flows because these assets are highly liquid and are expended to liquidate liabilities arising during the year.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**2. CASH AND INVESTMENTS, Continued**

**B. Classification**

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments. Cash and investments as of June 30, 2024, are as follows:

City cash and investments in primary government:	
Cash and investments	\$ 324,967,286
Cash and investments, restricted, with fiscal agents	1,431,530
Total primary government cash and investments	<u>326,398,816</u>
Cash and investments in Fiduciary Funds (separate statement):	
Cash and investments	6,390,069
Cash and investments, restricted, with fiscal agents	4,174,626
Total Fiduciary Funds cash and investments	<u>10,564,695</u>
Total cash and investments	<u><u>\$ 336,963,511</u></u>

Cash and Investments as of June 30, 2024, consist of the following:

Cash on hand	\$ 3,260
Cash with financial institutions	67,147,598
Investments	269,812,653
Total Cash and Investments	<u><u>\$ 336,963,511</u></u>

**C. Investments Authorized by the California Government Code and the City's Investment Policy**

The City's Investment Policy and the California Government Code allow the City to invest in the following, provided the credit ratings of the issuers are acceptable to the City and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code or the City's Investment Policy where it is more restrictive that addresses interest rate risk, credit risk and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**2. CASH AND INVESTMENTS, Continued**

**C. Investments Authorized by the California Government Code and the City's Investment Policy, Continued**

The City's investment policy states that all investments and deposits shall be made in accordance with the California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except for the reserve funds from proceeds of debt issues may be invested in permitted investments specified in the indenture of the debt issue. The City has further restricted authorized investments to the following:

Authorized Investment Type	Maximum Maturity	Maximum Percentage/ Amount of Portfolio	Maximum Investment in One Issuer	Minimum Credit Ratings
Local Government Bonds	5 years	30%	None	A
State Bonds	5 years	30%	None	A
US Treasury Obligations	5 years	None	None	N/A
US Government Agency Issues	5 years	None	None	N/A
Banker's Acceptance	180 days	40%	30%	A
Commercial Paper, Prime Quality	270 days	25%	10%	A
Negotiable Certificates of Deposit	5 years	30%	None	N/A
Repurchase and Reverse Repurchase Agreements	30 days	None	None	A
Medium - Term Notes	5 years	30%	10%	A
Money Market Funds	N/A	20%	None	AAAm
Mutual Funds	5 years	20%	10%	AAAm
Local Agency Investment Fund ("LAIF")	N/A	None	None	N/A
Joint Power Authority Pool	N/A	None	None	N/A
Supranational Obligations	5 years	30%	None	AA

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**2. CASH AND INVESTMENTS, Continued**

***D. Investments Authorized by Debt Agreements***

The City must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes. The table below identifies the investment types that are authorized for investments held by fiscal agents. The bond indentures contain no limitations for the maximum investment in any one issuer or the maximum percentage of the portfolio that may be invested in any one investment type. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Maximum Percentage/ Amount of Portfolio	Maximum Investment in One Issuer
US Treasury Obligations	None	None	None
US Agency Securities	None	None	None
Mortgage-backed Securities	3 years	None	None
Banker's Acceptance (must be dollar denominated)	360 days	None	None
Certificates of Deposit	None	None	None
Commercial Paper	180 days	None	None
Money Market Funds	N/A	None	None
Local Government Bonds	None	None	None
County Pool	N/A	None	None
Local Agency Investment Fund ("LAIF")	N/A	None	None

***E. Interest Rate Risk***

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**2. CASH AND INVESTMENTS, Continued**

**E. Interest Rate Risk, Continued**

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity or earliest call date:

Investment Type	Maturities			Total
	12 Months or Less	13 to 24 Months	25 to 60 Months	
U.S. Treasury Obligations	\$ -	\$ -	\$ 111,082,971	\$ 111,082,971
U.S. Government Agencies Issues	-	1,627,448	7,790,977	9,418,425
Supranational Obligations	-	-	3,687,735	3,687,735
Local Agency Investment Fund	74,595,180	-	-	74,595,180
California Asset Management Program	67,386,624	-	-	67,386,624
Money Market Mutual Funds	3,641,718	-	-	3,641,718
<b>Total Investments</b>	<b>\$ 145,623,522</b>	<b>\$ 1,627,448</b>	<b>\$ 122,561,683</b>	<b>269,812,653</b>
Cash in Banks and On Hand				67,150,858
<b>Total City Cash and Investments</b>				<b>\$ 336,963,511</b>

The City is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF. For the year ended June 30, 2024, the fair value factor for the City's investments in LAIF was 0.996316042. The balance is available for withdrawal on demand and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of \$5,000, a maximum transaction amount of \$75 million and at least 24 hours advance notice for withdrawals of \$10 million or more.

Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, United States Treasury Notes and Bills and floating rate securities issued by federal agencies, government-sponsored enterprises, and corporations. At June 30, 2024, LAIF had 3.00% of its portfolio invested in structured notes and asset-backed securities as compared to 2.78% in the prior year.

At June 30, 2024, the City's investment position in the California Asset Management Program (CAMP) was \$67,386,624. The CAMP Pool is a short-term cash reserve portfolio and cash management vehicle. The Pool is managed to maintain a dollar-weighted average portfolio maturity of 60 days or less and seeks to maintain a constant net asset value (NAV) per share of \$1.00. CAMP is rated AAA by Standard & Poor's. The total net asset value per share is \$0.9997 and the total net assets (in millions) is \$18,145. Weighted average maturity is 45 days and a 7-day yield is 5.48%.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**2. CASH AND INVESTMENTS, Continued**

**E. Interest Rate Risk, Continued**

Bond proceeds accounts are subject to a one-time deposit with no cap and are set up with a monthly draw down schedule.

**F. Fair Value Hierarchy**

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City as of June 30, 2024:

<i>Investments by Fair Value Level:</i>	Level 1	Level 2	Total
U.S. Treasury Obligations	\$ -	\$ 111,082,971	\$ 111,082,971
U.S. Government Agencies Issues	-	9,418,425	9,418,425
Supranational Obligations	-	3,687,735	3,687,735
Total Investments by Fair Value Level	<u>\$ -</u>	<u>\$ 124,189,131</u>	124,189,131
 <i>Investments Measured at Amortized Cost:</i>			
Local Agency Investment Fund			74,595,180
California Asset Management Program			67,386,624
Money Market Mutual Funds			3,641,718
<i>Cash in Banks and On Hand</i>			67,150,858
Total Cash and Investments			<u>\$ 336,963,511</u>

For investments classified within Level 2 of the fair value hierarchy, the City's custodians generally use a multi-dimensional relational model. Inputs to their pricing models are based on observable market inputs in active markets. The inputs to the pricing models are typically benchmark yields, reported trades, broker dealer quotes, issuer spreads and benchmark securities, among others. Fair value is defined as the quoted market value on the last trading day of the period. These prices are obtained from various pricing sources by the custodian bank.

**G. Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The actual ratings as of June 30, 2024, as provided by Standard and Poor's, are as follows:

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**2. CASH AND INVESTMENTS, Continued**

**G. Credit Risk, Continued**

Investment Type	AAAm	AAA	Total
Supranational Obligations	\$ -	\$ 3,687,735	\$ 3,687,735
U.S. Government Agencies Issues	-	9,418,425	9,418,425
US Treasury Obligations	-	111,082,971	111,082,971
Money Market Mutual Funds	3,641,718	-	3,641,718
Totals	<u>\$ 3,641,718</u>	<u>\$ 124,189,131</u>	<u>127,830,849</u>
Not Rated:			
Local Agency Investment Fund			74,595,180
California Asset Management Program			67,386,624
Total Investments			<u>\$ 269,812,653</u>

**H. Concentration of Credit Risk**

There were no Investments in any one issuer, other than U.S. Treasury securities, money market mutual funds, and California Local Agency Investment Funds that represent 5% or more of total City-wide investments at June 30, 2024.

**3. INTERFUND TRANSACTIONS**

**A. Long-Term Advances**

As of June 30, 2024, the Sewer Enterprise Fund had a remaining balance of \$1,340,716 owed to the General Fund, which was used to cover capital construction and other related costs. The advances are repaid with future operating revenues over several years.

In the fiscal year ended June 30, 2023, the City loaned the Capital Facility Fees Fund \$7,498,000 for the purpose of funding an animal shelter. The loan will be repaid through fee revenues. The remaining balance was \$7,498,000 as of June 30, 2024.

**B. Short-Term Activities**

As of June 30, 2024, the General Fund loaned the State Grants Special Revenue Fund (non-major governmental fund) \$47,759 to cover a temporary cash shortfall.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**3. INTERFUND TRANSACTIONS**

**C. Transfers Between Funds**

With Council approval, resources may be transferred from one City fund to another. Transfers between funds during the fiscal year ended June 30, 2024, were as follows:

Transfers Out	Transfers In					Total
	General Fund	General CIP Projects	Non-Major Governmental Funds	Water	Sewer	
Major Funds:						
General Fund	\$ -	\$ 4,781,654	\$ 9,087,847	\$ -	\$ -	\$13,869,501
Capital Facilities Fee Special Revenue Fund	477,900	8,690,000	4,603,406	-	-	13,771,306
Non-Major Governmental Funds	4,880,740	373,025	9,058,593	527,985	1,126,260	15,966,603
Major Enterprise Funds:						
Water	1,512,920	25,000	-	-	-	1,537,920
Sewer	1,794,650	129,777	-	-	-	1,924,427
Total	<u>\$ 8,666,210</u>	<u>\$13,999,456</u>	<u>\$22,749,846</u>	<u>\$ 527,985</u>	<u>\$1,126,260</u>	<u>\$47,069,757</u>

The purpose of the General Fund transfers out were to fund various capital projects and, to a lesser extent, to subsidize special revenue funds' operations. Transfers from the Capital Facilities Fee Special Revenue Fund were to fund operations and contribute to capital projects. Transfers from the Water and Sewer Enterprise Funds to the General Fund were to help pay for overhead costs. Transfers from Non-Major Governmental Funds to the General Fund to pay for overhead costs and projects.

**D. Internal Balances**

Internal balances are presented in the entity-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**4. CAPITAL ASSETS**

**A. Capital Asset Additions and Retirements**

Capital assets activity for the year ended June 30, 2024, is as follows:

Governmental Activities	Balance July 1, 2023	Additions	Retirements	Transfers	Balance June 30, 2024
Capital assets not being depreciated:					
Land	\$ 12,887,450	\$ 584,590	\$ -	\$ -	\$ 13,472,040
Construction in Progress	28,783,692	17,791,694	-	(15,623,806)	30,951,580
Total capital assets not being depreciated	<u>41,671,142</u>	<u>18,376,284</u>	<u>-</u>	<u>(15,623,806)</u>	<u>44,423,620</u>
Capital assets being depreciated/amortized:					
Buildings	25,109,553	171,862	-	1,244,365	26,525,780
Improvements	93,177,538	1,693,209	-	14,379,441	109,250,188
Equipment and Vehicles	6,913,318	1,301,754	(14,553)	-	8,200,519
Infrastructure	275,269,939	27,848,404	-	-	303,118,343
Equipment and Vehicles - Right-to-use Assets	1,643,639	16,037	-	-	1,659,676
Total capital assets being depreciated/amortized	<u>402,113,987</u>	<u>31,031,266</u>	<u>(14,553)</u>	<u>15,623,806</u>	<u>448,754,506</u>
Less accumulated depreciation/amortization:					
Buildings	(4,987,298)	(722,448)	-	-	(5,709,746)
Improvements	(32,206,372)	(5,352,794)	-	-	(37,559,166)
Equipment and Vehicles	(3,740,454)	(855,742)	14,553	-	(4,581,643)
Infrastructure	(78,302,157)	(6,483,783)	-	-	(84,785,940)
Equipment and Vehicles - Right-to-use Assets	(548,849)	(228,606)	-	-	(777,455)
Total accumulated depreciation/amortization	<u>(119,785,130)</u>	<u>(13,643,373)</u>	<u>14,553</u>	<u>-</u>	<u>(133,413,950)</u>
Net capital assets being depreciated/amortization	<u>282,328,857</u>	<u>17,387,893</u>	<u>-</u>	<u>15,623,806</u>	<u>315,340,556</u>
<b>Governmental Activities Capital Assets, Net</b>	<u><u>\$323,999,999</u></u>	<u><u>\$35,764,177</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$359,764,176</u></u>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**4. CAPITAL ASSETS, Continued**

**A. Capital Asset Additions and Retirements, Continued**

Business-type Activities	Balance July 1, 2023	Additions	Retirements	Transfers	Balance June 30, 2024
Capital assets not being depreciated:					
Land	\$ 3,565,179	\$ 174,048	\$ -	\$ -	\$ 3,739,227
Construction in Progress	14,679,654	3,012,151	-	(13,796,730)	3,895,075
Total capital assets not being depreciated	<u>18,244,833</u>	<u>3,186,199</u>	<u>-</u>	<u>(13,796,730)</u>	<u>7,634,302</u>
Capital assets being depreciated:					
Buildings	3,072	-	-	-	3,072
Improvements	267,920,838	20,678,027	-	13,796,730	302,395,595
Equipment and Vehicles	1,905,515	547,875	(11,906)	-	2,441,484
Net capital assets being depreciated	<u>269,829,425</u>	<u>21,225,902</u>	<u>(11,906)</u>	<u>13,796,730</u>	<u>304,840,151</u>
Less accumulated depreciation:					
Buildings	(3,057)	(15)	-	-	(3,072)
Improvements	(65,407,776)	(6,558,262)	-	-	(71,966,038)
Equipment and Vehicles	(1,207,701)	(148,584)	11,906	-	(1,344,379)
Total accumulated depreciation	<u>(66,618,534)</u>	<u>(6,706,861)</u>	<u>11,906</u>	<u>-</u>	<u>(73,313,489)</u>
Net capital assets being depreciated	<u>203,210,891</u>	<u>14,519,041</u>	<u>-</u>	<u>13,796,730</u>	<u>231,526,662</u>
<b>Business-type Activities Capital Assets, Net</b>	<u>\$ 221,455,724</u>	<u>\$ 17,705,240</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 239,160,964</u>

**B. Capital Asset Contributions**

Some capital assets may be acquired using federal and State grant funds, or they may be contributed by developers or other governments. These contributions are required to be accounted for as revenues at the time the capital assets are contributed.

**C. Depreciation Allocation**

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program are as follows:

Governmental Activities:	
General government	\$ 685,385
Public safety	2,120,728
Public works	9,521,934
Culture and leisure	1,315,326
<b>Total Governmental Activities</b>	<u>\$ 13,643,373</u>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**4. CAPITAL ASSETS, Continued**

**C. Depreciation Allocation, Continued**

Business-Type Activities:	
Water	\$ 2,473,513
Sewer	4,233,348
<b>Total Business-Type Activities</b>	<b>\$ 6,706,861</b>

**5. COMPENSATED ABSENCES**

The following is a summary of changes in the City's compensated absences for the fiscal year ended June 30, 2024:

	Balance June 30, 2023	Additions	Retirements	Balance June 30, 2024	Due within one year
Governmental activities	\$ 2,438,209	\$ 798,601	\$ (6,510)	\$ 3,230,300	\$ 435,650
Business-type activities	92,848	28,174	(2,666)	118,356	14,029
<b>Total</b>	<b>\$ 2,531,057</b>	<b>\$ 826,775</b>	<b>\$ (9,176)</b>	<b>\$ 3,348,656</b>	<b>\$ 449,679</b>

**6. LOANS PAYABLE & OTHER LONG-TERM DEBT**

**A. The City's Loans Payable & Other Long-Term Debt**

The City's long-term debt activities for the year ended June 30, 2024, is as follows:

Governmental Activities Long-Term Debt	Balance June 30, 2023	Additions	Retirements	Balance June 30, 2024	Current Portion
Financing Agreement Obligation					
2016 Financing Agreement					
2.55%, due 07/15/2029	\$ 2,430,000	\$ -	\$ (320,000)	\$ 2,110,000	\$ 330,000
Leases and SBITAS (See Note 8)	1,094,791	145,040	(357,610)	882,221	333,986
<b>Total Governmental Activities</b>	<b>\$ 3,524,791</b>	<b>\$ 145,040</b>	<b>\$ (677,610)</b>	<b>\$ 2,992,221</b>	<b>\$ 663,986</b>

Business-type Activities Long-Term Debt	Balance June 30, 2023	Retirements	Balance June 30, 2024	Current Portion
Capital Loan Obligation				
2017 Bank Loan				
2.89%, due 06/01/2032	\$ 7,461,642	\$ 737,145	\$ 6,724,497	\$ 758,604
State Revolving Fund Loan				
2.3086%, due 07/01/2032	5,071,412	483,268	4,588,144	494,489
Compass Bank Loan				
3.50%, due 06/01/2029	2,623,175	400,731	2,222,444	414,810
<b>Total Business-type Activities</b>	<b>\$ 15,156,229</b>	<b>\$ 1,621,144</b>	<b>\$ 13,535,085</b>	<b>\$ 1,667,903</b>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**6. LOANS PAYABLE & OTHER LONG-TERM DEBT, Continued**

**B. Debt Service Requirements**

Future principal and interest payments on all governmental and business-type long-term debt are as follows at June 30, 2024:

Governmental Activities:	Direct Borrowings	
	2016 Financing Agreement	
	For the Year Ending June 30	
	Principal	Interest
2025	330,000	49,598
2026	340,000	41,055
2027	345,000	32,321
2028	360,000	23,333
2029	360,000	14,153
2030	375,000	4,781
Total	\$ 2,110,000	\$ 165,241

Business-Type Activities:	Direct Borrowings					
	2017 Bank Loan		State Revolving Fund Loan		Compass Bank Loan	
	For the Year Ending June 30					
	Principal	Interest	Principal	Interest	Principal	Interest
2025	758,604	188,857	494,489	108,727	414,810	74,190
2026	780,687	166,774	505,970	97,376	429,456	59,544
2027	803,412	144,048	517,719	85,762	444,618	44,382
2028	826,800	120,660	529,740	73,878	460,316	28,684
2029	850,869	96,592	542,040	55,533	473,244	12,432
2030-2033	2,704,125	138,256	1,998,186	93,319	-	-
Total	\$ 6,724,497	\$ 855,187	\$ 4,588,144	\$ 514,595	\$ 2,222,444	\$ 219,232

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**6. LOANS PAYABLE & OTHER LONG-TERM DEBT, Continued**

**C. Description of the City's Loans Payable & Other Long-Term Debt Issues**

**City Hall Loan** - On June 1, 2016, the City entered into a financed purchase with the Lathrop Financing Authority (Authority) for the existing City Hall building, in the amount of \$4,190,000 with a 2.55% annual interest rate. On the same date, the Authority assigned its rights under the purchase agreement to Capital One Public Funding, LLC. The proceeds of the financed purchase obligation, together with available funds from the City, were used to advance refund the outstanding 2004 Obligation amounting to \$6,640,000. A total of \$6,787,680 was deposited into an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded 2004 Obligation. As a result, the 2004 Obligation was considered defeased and the liability for the 2004 Obligation has been removed from the Statement of Net Position as of June 30, 2016. On July 15, 2016, the 2004 Obligation was prepaid fully. This advance refunding reduced the City's total debt service payments over 15 years by \$2,901,765 and obtained an economic gain (difference between the present values of the debt service payments on the old and new debt) of \$950,783. Due to the timing of debt service payments on July 15th of each year, the City prepays the principal and interest.

The 2016 City Hall Financing Obligation is secured by the City Hall building at 390 Towne Centre Drive, Lathrop, California. The outstanding amount contains a provision that in an event of default, Lathrop Financing Authority may terminate the agreement, rent out all or any portion of the property, or hold the City liable for the payment of all base rental obligations and be reimbursed for any deficiency arising out of re-renting the property.

**2017 Bank Loan** - On May 18, 2017, the City entered into a loan agreement with Opus Bank, in the amount of \$11,455,000 with a 2.89% annual interest rate. The purpose of the loan proceeds was to refinance the 2003 Revenue Bonds. A total of \$11,328,241 was deposited into an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded 2003 Bonds. As a result, the 2003 Bonds were considered defeased and the liability for the 2003 Bonds had been removed from the Statement of Net Position as of June 30, 2017. On June 1, 2017, the 2003 Bonds were repaid fully. This refunding reduced the City's total debt service payments over 15 years by \$6,829,468 and obtained an economic gain (difference between the present values of the debt service payments on the old and new debt) of \$3,857,309. The interest and principal payments are due June 1 and December 1.

**State Revolving Fund Loan** - The City entered into an agreement with the California Department of Public Health in the amount of \$10,929,000. Funds are for the Water Supply Arsenic Reduction Project. Repayment of this loan started on January 1, 2013. Terms of the note include a twenty-year repayment period and a 2.3% interest rate. Principal and interest payments are paid semiannually. The City's net water system revenues have been pledged for the repayment of debt service on loan.

The State Revolving Fund Loan is secured by a promissory note. The outstanding loan amount contains a provision that in an event of default, the State can declare the City's obligation immediately due and payable.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**6. LOANS PAYABLE & OTHER LONG-TERM DEBT, Continued**

*C. Description of the City's Loans Payable & Other Long-Term Debt Issues, Continued*

**Compass Bank Loan** - During fiscal year 2011-12, the City entered into a loan agreement with Compass Bank in the amount of \$6,203,000. The proceeds from the loan were used to refund the 2000A Certificates of Participation (2000A COPs). Interest on the Compass Loan is payable semi-annually on December 1 and June 1 of each year through the year 2029. Repayment of this loan started on December 1, 2012.

The 2017 Bank Loan and Compass Bank Loan are secured by a pledge of and lien on the net revenues of the Water System. The outstanding loan amount contains a provision that in an event of default, the loans will bear interest at the default rate, a rate of interest equal to the interest rate plus 3 percent and 5 percent, respectively, or the outstanding loan amount may become immediately due and payable.

For the fiscal year June 30, 2024, net revenues of the Water Enterprise Fund amounted to \$3,513,163 which represented coverage of 3.09 times the \$1,137,876 debt service on the 2017 Bank Loan and Compass Bank Loan.

**7. SPECIAL ASSESSMENT/COMMUNITY FACILITY DISTRICT DEBT WITHOUT CITY COMMITMENT**

Special Assessment Districts in various parts of the City have issued debt to finance infrastructure improvements and facilities within their boundaries. The City is the collecting and paying agent for the debt issued by these Districts but has no direct or contingent liability or moral obligation for the payment of this debt. Therefore, this debt is not included as long-term debt of the City. The outstanding balance of each of these issues as of June 30, 2024 is as follows:

Mossdale Assessment District Refunding 2015	\$	4,250,000
Mossdale Village Refundings 2023 Series A		9,260,000
Crossroad Assessment District Series 2015		8,340,000
Joint Wastewater Project CFD 2003-2		4,055,000
Lathrop Sanitary Sewer Assessment District No. 1		130,000
Community Facilities District No. 2018-1		45,330,000

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**8. LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS**

The City records several leases payable for tangible assets, as well as on software subscriptions (SBITAs).

Lease and SBITA agreements are summarized as follows:

Description	Date	Payment Terms	Payment Amount	Interest Rate	Balance June 30, 2024
Rubrik data backup	7/26/2022	3 years	3,547	0.00%	42,033
Police cameras and tasers	3/15/2023	4-5 years	93,187	0.00%	263,113
Camera software	3/15/2023	4-5 years	88,766	0.00%	247,075
Integrated police software	3/13/2023	5 years	110,000	0.00%	330,000
Total Leases and SBITAs					<u>\$ 882,221</u>

**Integrated police software** - original subscription amount: \$550,000 - The software provided by Peregrine Technologies Inc. provides a real time data analysis and visualization systems that integrates data from a broad range of law enforcement software, including Computer Aided Dispatch (CAD) provided by RIMS, Records Management System (RMS) provided by RIMS, License Plate Readers (LPR) provided by Vigilant insight, and Flock Fleet 3, Video Management System (VMS) provided by Avigilon and Digital Evidence Management System (DEMS) provided by Evidence.com.

**Police cameras and tasers, and related camera software** - original lease amount: \$438,076, original subscription amount: \$412,521 - Axon Enterprises, Inc. provides body cameras, tasers and in car video equipment to the City's police force. The Axon system unifies the operation of body cameras, tasers and in car video and provides storage for all the data gathered from them. The system allows retrieval and use that complies with all legal requirements and is easily retrievable by all authorized personnel. The equipment will be maintained by Axon and will be replaced when necessary, avoiding the need for highly technical staff support and assuring the equipment remains functional and evidence produced will be legally viable. Axon also provides training and support for all their products leased by the City.

**Storage server** - original lease amount \$115,348 - Hewlett Packard Financial Services leases a storage server to the City which is ultimately used by all departments.

**Rubrik data backup** - original lease amount \$127,695 - Hewlett Packard Financial Services leases a Rubrik backup server which is indirectly used by all departments.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**8. LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS,**  
**Continued**

Annual requirements to amortize long-term obligations and related interest are as follows:

Year Ending June 30	Principal	Interest
2025	333,986	-
2026	293,462	-
2027	254,773	-
	<b>\$ 882,221</b>	<b>\$ -</b>

**9. FUND BALANCE**

**A. Minimum Fund Balance Policies**

The City Council has established a fund balance reserve policy with the adoption of resolution 10-3102 that deemed it desirable for the City to retain a contingency reserve level of 50% of the adjusted appropriation for any given year. The reserve balance shall not be reduced below 10% of the General Fund's adjusted appropriations. The contingency reserve is allocated to two categories: Economic Uncertainty Reserve, and Exposure and Emergency Reserves.

The Economic Uncertainty Reserve consists of 75% of the Contingency Reserve Balance. It is maintained to minimize the effects of major economic uncertainties, including local disasters, State budget deficits and other severe financial hardships or unforeseen changes in revenues and/or expenditures and is available for budget stabilization. At June 30, 2024, the Economic Uncertainty Reserve amounted to \$5,284,153.

The Exposure and Emergency Reserves consist of 25% of the Contingency Reserve Balance. Exposure Reserves are maintained to minimize the immediate financial impact of potential costs not covered by the City's insurance program, such as claim costs within the City's deductibles, major costs associate with disasters and other events which will not be reimbursable by insurance, or Federal or State Government. Emergency Reserve is maintained to minimize all unforeseen events not covered in the Economic Uncertainty Reserve and Exposure Reserves. At June 30, 2024, the Exposure and Emergency Reserves amounted to \$1,761,384.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**9. FUND BALANCE, Continued**

**B. Fund Balances**

Detailed classifications of the City's fund balances, as of June 30, 2024, are below:

	General Fund	Capital Facilities Fee	General CIP Projects	Other Governmental Funds	Total
<b>Nonspendables:</b>					
Items not in spendable form:					
Advances to other funds	\$ 8,838,746	\$ -	\$ -	\$ -	\$ 8,838,746
Prepays	21,912	-	-	-	21,912
<b>Total Nonspendable</b>	<b>8,860,658</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>8,860,658</b>
<b>Restricted for:</b>					
Recycling projects	-	-	-	1,862,241	1,862,241
Capital Projects	-	10,559,143	-	29,415,396	39,974,539
Public safety	-	-	-	17,770,702	17,770,702
Traffic and transportation	-	17,429,521	-	155,056	17,584,577
Parks and recreation	-	20,527,495	-	3,127,221	23,654,716
Streets and roads contracts	-	-	-	41,571,490	41,571,490
Measure K	-	-	-	520,850	520,850
Community improvements	-	-	-	109,058	109,058
<b>Total Restricted</b>	<b>-</b>	<b>48,516,159</b>	<b>-</b>	<b>94,532,014</b>	<b>143,048,173</b>
<b>Committed to:</b>					
Capital projects	-	-	3,399,079	-	3,399,079
Street reserves	11,193,395	-	-	-	11,193,395
Landscape reserves	3,000,000	-	-	-	3,000,000
Public safety	-	-	8,472,598	-	8,472,598
Traffic and transportation	-	-	-	4,593,267	4,593,267
Parks and recreation	-	-	7,776,553	-	7,776,553
Retirement stability	5,300,000	-	-	-	5,300,000
Water & sewer rate stabilization	4,747,725	-	-	-	4,747,725
Capital equipment	3,337,190	-	-	-	3,337,190
Corporation yard reserves	4,000,000	-	-	-	4,000,000
Measure C essential city services	5,838,572	-	-	-	5,838,572
Economic development	465,417	-	-	-	465,417
<b>Total Committed</b>	<b>37,882,299</b>	<b>-</b>	<b>19,648,230</b>	<b>4,593,267</b>	<b>62,123,796</b>
<b>Unassigned:</b>					
Contingency/emergency	7,045,537	-	-	-	7,045,537
Fiscal stabilization	1,850,000	-	-	-	1,850,000
Fund deficits	-	-	-	(5,330)	(5,330)
Residual fund balance	6,406,523	-	-	-	6,406,523
<b>Total Unassigned</b>	<b>15,302,060</b>	<b>-</b>	<b>-</b>	<b>(5,330)</b>	<b>15,296,730</b>
<b>Total Fund Balances</b>	<b>\$ 62,045,017</b>	<b>\$ 48,516,159</b>	<b>\$ 19,648,230</b>	<b>\$ 99,119,951</b>	<b>\$ 229,329,357</b>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**9. FUND BALANCE, Continued**

**C. Encumbrances**

The City utilized an encumbrance system during fiscal year 2024 to assist in controlling expenditures. Under this system, governmental funds are encumbered when purchase orders, contracts, or other commitments are signed or approved. The following are encumbrances at June 30, 2024, that will be carried over to the following fiscal year:

General Fund	\$	5,704,940
General CIP Projects		15,964,748
Non-Major Funds		31,225,267

**10. PENSION PLAN**

**A. General Information about the Pension Plan**

**Plan Description** - All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees’ Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous risk pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors 4 rate plans (3 miscellaneous and 1 safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

**Benefits Provided** - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members who must be public employees, and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**10. PENSION PLAN, Continued**

**A. General Information about the Pension Plan, Continued**

The Plan's provisions and benefits in effect at June 30, 2024, are summarized as follows:

	Miscellaneous		
	Classic	Tier 2	PEPRA
	Prior to January 1, 2013	July 1, 2010 to December 31, 2012	After December 31, 2012
Hire Date			
Benefit formula	2% 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payment	Monthly for life	Monthly for life	Monthly for life
Retirement age	55	60	62
Monthly benefits, as a % of annual salary	2.00%	2.00%	2.00%
Required employee contribution rates	6.93%	6.93%	7.75%
Required employer contribution rates	11.84%	10.10%	7.68%
Required UAL payment	\$498,721	\$0	\$0
		Safety - PEPRA	
		On or after	
		January 1, 2013	
Hire Date		2% @57	
Benefit formula		5 years service	
Benefit vesting schedule		Monthly for life	
Benefit payment		57	
Retirement age		2.70%	
Monthly benefits, as a % of annual salary		14.50%	
Required employee contribution rates		14.72%	
Required employer contribution rates		\$0	
Required UAL payment			

**Contributions** - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the measurement period ended June 30, 2023, the City's total contributions to the Plan were \$2,013,295.

**B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2024, the City reported a net pension liability for its proportionate share of the net pension liability (asset) of the Plan of \$ 9,061,319.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**10. PENSION PLAN, Continued**

***B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued***

The City's net pension liability for the Plan is measured as the proportionate share of the, and the total pension liability for the Plan used to calculate the net pension liability was determined by actuarial valuations as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. The City's proportionate share of the net pension liability was based on the Agency's plan liability and asset-related information where available, and proportional allocations of individual plan amounts as of the valuation date where not available.

The City's proportionate share of the net pension liability for the Plan as of the measurement dates June 30, 2022 and 2023 were as follows:

Proportion - June 30, 2022	0.06897%
Proportion - June 30, 2023	0.07263%
Change - Increase (Decrease)	<u>0.00367%</u>

For the year ended June 30, 2024, the City recognized pension expense of \$2,391,446. At June 30, 2024 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 2,295,039	\$ -
Changes in assumptions	546,992	-
Differences between actual and expected experience	463,791	71,741
Changes in employer's proportion	542,970	-
Difference in proportionate share of contributions	520,444	144,934
Net difference projected and actual investment earnings	1,466,112	
Total	<u>\$ 5,835,348</u>	<u>\$ 216,675</u>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**10. PENSION PLAN, Continued**

**B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued**

\$2,295,039 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30	Annual Amortization
2025	\$ 1,129,762
2026	819,296
2027	1,332,510
2028	42,066

**Actuarial Assumptions** - For the measurement period ended June 30, 2023, the total pension liability was determined using the following assumptions:

Valuation date	June 30, 2022
Measurement date	June 30, 2023
Actuarial cost method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount rate	6.90%
Inflation	2.30%
Projected salary increase	Varies by Entry Age and Service
Mortality rate table (1)	Derived using CalPERS Membership Data for all Funds
Post retirement benefit increase	Contract COLA up to 2.30% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.30% thereafter.

(1) The mortality table used was developed based on CalPERS' specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvements using 80% of Scale MP 2020 published by Society of Actuaries. For more details on this table, please refer to the December 2021 experience study report that can be found on the CalPERS website.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**10. PENSION PLAN, Continued**

*B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued*

*Discount Rate* - The discount rate used to measure the total pension liability as of the measurement date of June 30, 2023 for the Plan was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability. A detailed report testing these projections can be obtained from the CalPERS website.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

The expected real rate of return by asset class are as follows:

Asset Class	Current Target Allocation	Real Return (a, b)
Global Equity - cap-weighted	30.00%	4.54%
Global Equity - non-cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	100%	

(a) - An expected inflation of 2.30% used for this period.

(b) - Figures are based on the 2021-22 Asset Liability Management study.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**10. PENSION PLAN, Continued**

*B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued*

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (5.90%) or 1-percentage point higher (7.90%) than the current rate:

1% Decrease	5.90%
Net Pension Liability	\$ 14,540,810
Current Discount Rate	6.90%
Net Pension Liability	\$ 9,061,319
1% Increase	7.90%
Net Pension Liability	\$ 4,551,448

*Pension Plan Fiduciary Net Position* - Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

At June 30, 2024, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2024.

**11. OTHER POST - EMPLOYMENT BENEFITS**

*A. General Information about the City's Other Post - Employment Benefit (OPEB) Plan*

*Plan Description* - The City's Post - Employment Benefit Plan is an agent multiple-employer defined benefit OPEB plan.

By resolution and through agreements with its labor units, the City provides certain health care benefits for retired employees. The City in the CalPERS health care plan, which is governed under the California Public Employees Health and Medical Care Act (PEMCHA). The City also participates in the California Employers Retirees Benefit Trust (CERBT), an irrevocable trust established to fund OPEB. CERBT is an agent multiple-employer defined benefit other postemployment benefits plan administrated by CalPERS, and is managed by an appointed board not under the control of the City Council. CERBT consists of participating employers of the State of California and public agencies. Individual employers may establish more than one plan.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**A. General Information about the City's Other Post - Employment Benefit (OPEB) Plan, Continued**

The CERBT was established by Chapter 331 of the 1988 California Statutes, and employers elect to participate in the CERBT to pre-fund health, dental, and other non-pension postemployment benefits for their retirees and survivors. The CERBT has pooled administrative and investment functions, while separate employer accounts are maintained to prefund and pay for health care or other postemployment benefits in accordance with the terms of the participating employers' plans. There are three CalPERS Board approved investment strategies for employers to choose from depending on their expected levels of return and volatility. Benefit provisions are established by participating employers.

The CERBT Trust is not considered a component unit by the City and has been excluded from these financial statements. Separately issued financial statements for CERBT may be obtained from CALPERS at P.O. Box 942709, Sacramento, California 94229-2709.

**Benefits Provided** - The following is a summary of Plan benefits by employee group as of June 30, 2024:

Tier	Hire Date	Retirement Date	Eligibility	Benefit Prior to Retiree's (or Surviving Spouse's) Eligibility for Medicare	Benefit After Retiree's (or Surviving Spouse's) Eligibility for Medicare
1	Before 7/1/2014	On or before 12/31/2014	Age 50 within 5 years of PERS service	Benefit according to previous Unequal PEMHCA Resolution (i.e., no change for this group). 100% of premium for the retiree and any eligible covered dependents, up to \$1,536 per month in 2018, increasing by \$100 each calendar year until such time as it is equal to active employee per month in each City contribution.	
2	Before 7/1/2014	After 12/31/2014	Age 50 within 5 years of PERS service	PEMHCA Minimum Employer Contribution (MEC)	PEMHCA Minimum Employer Contribution (MEC)
			Age 55 within 5 years of PERS service	100% of the premium for retiree plus one up to the monthly cap for active employees*	
2	After 7/1/2014	Any	Age 50 within 5 years of PERS service	PEMHCA Minimum Employer Contribution (MEC)	PEMHCA Minimum Employer Contribution (MEC)
			Age 55 within 5 years of PERS service	100% of the premium for retiree and dependants, up to the following percentages of the monthly cap for active employees* 5 years of service: 25% 10 years of service: 50% 15 years of service: 100%	

\* In 2024, the City contributed a maximum of \$1,991 per month toward medical coverage for active employees and their dependents. This amount will increase annually by 50% of premium increase for the median cost medical plan, not to exceed 5.5% per year.

For the measurement period ended June 30, 2023, the City's contributions to the Plan were \$342,016, which were comprised of contributions to the trust of \$220,192 and implicit subsidy payments of \$121,824.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**A. General Information about the City's Other Post - Employment Benefit (OPEB) Plan, Continued**

*Employees Covered by Benefit Terms* - Membership in the plan consisted of the following at the measurement date of June 30, 2023:

Active Employees	141
Inactive employees or beneficiaries currently receiving benefits	26
Inactive employees entitled to but not yet receiving benefits	11
Total	178

**B. Net OPEB Liability**

*Actuarial Methods and Assumptions* - The City's net OPEB liability was measured as of June 30, 2023, and the total OPEB liability was determined by an actuarial valuation dated June 30, 2023. These are the following actuarial methods and assumptions:

	Actuarial Assumptions
Valuation Date	June 30, 2023
Measurement Date	June 30, 2023
Actuarial Cost Method	Entry-Age Normal Cost, level percent of pay
Actuarial Assumptions:	
Discount Rate	6.15%
Inflation	2.50%
Payroll Growth	3.00%
Investment Rate of Return	6.15%
Mortality Improvement	MacLeod Watts Scale 2022 applied generationally from 2017
Healthcare Trend Rate	Actual in 2024, 9.0% in 2025, then 6.0% decreasing to 3.9% in 2075 and later

Demographic actuarial assumptions used in this valuation are based on the 2021 experience study of the California Public Employees Retirement System using data from 1997 to 2019, except for a different basis used to project future mortality improvements.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**B. Net OPEB Liability, Continued**

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation
Global Equity	49.00%
Fixed Income	23.00%
Real Estate Investment Trusts	20.00%
Treasury Inflation Protection Securities	5.00%
Commodities	3.00%
Total	100%

**Change of Assumptions** - For the measurement date of June 30, 2023, the discount rate increased to 6.15% from 6.10%, demographic assumptions were updated from the CalPERS 2017 experience study, and the healthcare trend rate was updated to the Getzen Model 2023, from the 2022\_b version.

**Discount Rate** - The discount rate used to measure the total OPEB liability was 6.15%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**C. Changes in Net OPEB Liability**

The changes in the total OPEB liability follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability/(Asset) (c) = (a) - (b)
Balance at Measurement Date 6/30/2022	\$ 6,340,534	\$ 4,901,368	\$ 1,439,166
Changes Recognized for the Measurement Period:			
Service Cost	310,717	-	310,717
Interest on the total OPEB liability	395,339	-	395,339
Investment income	-	309,532	(309,532)
Contributions from the employer	-	342,016	(342,016)
Changes in benefit terms	-	-	-
Administrative expenses	-	-	-
Other Expenses (one time)	-	-	-
Benefit payments	(340,552)	(340,552)	-
Changes of assumptions	231,797	-	231,797
Plan experience	(203,641)	-	(203,641)
Net changes	393,660	310,996	82,664
Balance at Measurement Date 6/30/2023	\$ 6,734,194	\$ 5,212,364	\$ 1,521,830

**D. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates**

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.15%) or 1-percentage-point higher (7.15%) than the current discount rate:

Net OPEB Liability/(Asset)		
Discount Rate -1% (5.15%)	Discount Rate (6.15%)	Discount Rate +1% (7.15%)
\$ 2,226,064	\$ 1,521,830	\$ 918,140

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**D. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates, Continued**

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Net OPEB Liability/(Asset)		
Healthcare Cost Trend Rates		
1% Decrease	Current Rate	1% Increase
\$ 803,234	\$ 1,521,830	\$ 2,390,267

**E. OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

For the year ended June 30, 2024, the City recognized OPEB expense of \$489,222. At June 30, 2024, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions subsequent to measurement date	\$ 418,251	\$ -
Differences between actual and expected experience	-	353,039
Changes in assumptions	314,447	27,401
Net difference projected and actual earnings on plan investments	496,661	-
Total	\$ 1,229,359	\$ 380,440

\$418,251 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2025.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

***E. OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB, Continued***

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as part of OPEB expense as follows:

Year Ending June 30	Annual Amortization
2025	71,109
2026	64,491
2027	265,534
2028	(9,977)
2029	12,561
Thereafter	26,950

**12. RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City participates in the Central San Joaquin Valley Risk Management Authority (CSJVRMA), a public entity risk pool currently operating as a common risk management and insurance program for 55 cities. The purpose of CSJVRMA is to spread the adverse effect of losses among the members and to purchase excess insurance as a group, thereby reducing its expense.

The City's deductibles and maximum coverage follows:

Coverage	Deductible	CSJVRMA	Excess Liability	ERMA
Workers compensation	\$ 25,000	\$ 500,000	Statutory Limits	\$ -
General and automobile liability	25,000	1,000,000	54,000,000	-
Property damage	5,000 to 10,000	25,000	1,000,000,000	-
High value auto program	2,000	10,000 or 50,000	1,000,000,000	-
Boiler and machinery	Various	1,000,000,000	-	-
Employment practices liability	25,000	-	2,000,000	1,000,000

The City contributes its pro rata share of anticipated losses to a pool administered by CSJVRMA. Should actual losses among participants be greater than the anticipated losses, the City will be assessed its pro rata share of that deficiency. Conversely, if the actual losses are less than anticipated, the City will be refunded its pro rata share of the excess. The City paid CSJVRMA premiums and ERMA premiums totaling \$2,614,209 during the fiscal year ended June 30, 2024. Settled claims have not exceeded commercial excess liability coverage in any of the past three fiscal years.

The City is also a member of Employment Risk Management Authority (ERMA), which covers wrongful employment practices.

The City did not record a liability for outstanding claims at fiscal year-end, as the claims were minimal.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

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**13. COMMITMENTS AND CONTINGENCIES**

The City participates in several Federal and State grant programs. These programs are subject to audits by the City's independent accountants in accordance with the provisions of the Federal Single Audit Act as amended and applicable State requirements. No cost disallowances have been proposed as a result of these audits. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

The City is subject to litigation arising in the normal course of business. These matters do not have a determined effect on the financial statements at this time.

**14. PRIOR PERIOD ADJUSTMENTS**

**Correction of an Error in Previously Issued Financial Statements (Column A on the table):**

During fiscal year 2024, the City determined errors had occurred in prior year financial statements and made the following corrections:

- **Nonmajor governmental funds (total correction of \$5,713,584)**
  - To recognize revenue for old plan check and inspection fees that had been completed in prior years - This change corrected an overstatement of \$4,473,657 in unearned revenue in the prior year from collections dating back to 2022.
  - To reclassify deposits payable as fund balance - Deposits payable was overstated by \$1,239,927 for the year ended June 30, 2023, due to incorrect grouping of accounts in the general ledger.
- **Enterprise funds**
  - To correct a prior period overcharge in the Water Fund - the City had previously recognized revenue for surface water charges for developments, however, the developments used prior credits to pay for these liabilities as well as paying in cash, essentially paying twice for the same charge. This corrects the overstatement of taxes and assessments from 2021 through 2023 totaling \$3,138,947.

The following page displays the prior fund balances and net positions at June 30, 2023, and the changes made as a result of error corrections and changes in reporting unit for funds moving from major to nonmajor.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2024**

**14. PRIOR PERIOD ADJUSTMENTS, Continued**

	June 30, 2023, as previously reported	Change from major to nonmajor fund	Error correction (A)	June 30, 2023, as restated
<b>Governmental Funds:</b>				
<b>Major Governmental Funds</b>				
General Fund	\$ 56,359,326	\$ -	\$ -	\$ 56,359,326
Capital Facility Fees	44,525,380	-	-	44,525,380
Building Safety & Inspection	11,969,931	(11,969,931)	-	-
Streets and Roads Capital Projects Fund	11,288,788	(11,288,788)	-	-
General CIP Projects	18,484,156	-	-	18,484,156
Nonmajor Governmental Funds	45,911,516	23,258,719	5,713,584	74,883,819
<b>Total Governmental Funds</b>	<b>\$ 188,539,097</b>	<b>\$ -</b>	<b>\$ 5,713,584</b>	<b>\$ 194,252,681</b>
<b>Proprietary Funds:</b>				
<b>Major Enterprise Funds</b>				
Water Fund	\$ 100,050,319	\$ -	\$ (3,138,947)	\$ 96,911,372
Sewer Fund	180,070,003	-	-	180,070,003
<b>Total Enterprise Funds</b>	<b>\$ 280,120,322</b>	<b>\$ -</b>	<b>\$ (3,138,947)</b>	<b>\$ 276,981,375</b>
<b>Government-Wide:</b>				
Governmental Activities	\$ 505,301,432	\$ -	\$ 5,713,584	\$ 511,015,016
Business-Type Activities	280,120,322	-	(3,138,947)	276,981,375
<b>Total Primary Government</b>	<b>\$ 785,421,754</b>	<b>\$ -</b>	<b>\$ 2,574,637</b>	<b>\$ 787,996,391</b>

**15. SUBSEQUENT EVENT**

On August 12, 2024, the City awarded a \$42.3 million construction contract for the capacity expansion of the City's wastewater treatment facility. Funding is to be split 80%/20% between a local development project developer and the City, respectively. The project is expected to be completed in the fiscal year ending June 30, 2026.



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**REQUIRED  
SUPPLEMENTARY INFORMATION**

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**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2024**

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***Cost-Sharing Multiple Employer Plan***  
***Schedule of Proportionate Share of the Net Pension Liability - Last 10 Fiscal Years***

	6/30/2016		6/30/2017		6/30/2018
Proportion of the net pension liability	0.04556%		0.04980%		0.05243%
Proportionate share of the net pension liability	\$ 3,127,249	\$	4,309,662	\$	5,199,968
Covered payroll	\$ 4,364,310	\$	5,148,017	\$	5,568,372
Proportionate share of the net pension liability as percentage of covered payroll	71.66%		83.71%		93.38%
Plan's (PERF-C) fiduciary net position as a percentage of the total pension liability	78.40%		74.06%		73.31%

**Notes to the schedule:**

The CalPERS discount rate was increased from 7.5% to 7.65% in fiscal year 2016, decreased from 7.65% to 7.15% in fiscal year 2018, and then decreased from 7.15% to 6.9% in fiscal year 2023.

The CalPERS mortality assumptions were adjusted in fiscal year 2019.

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	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023	6/30/2024
	0.05269%	0.05586%	0.05897%	0.05487%	0.06897%	0.07263%
\$	5,077,307	\$ 5,723,799	\$ 6,416,539	\$ 2,967,660	\$ 7,966,383	\$ 9,061,319
\$	6,004,176	\$ 6,384,728	\$ 6,808,162	\$ 7,021,189	\$ 8,113,507	\$ 12,345,922
	84.56%	89.65%	94.25%	42.27%	98.19%	73.40%
	75.26%	75.26%	75.10%	88.29%	76.68%	76.21%

**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2024**

*Cost Sharing Multiple Employer Plan*  
*Schedule Of Plan Contributions - Last 10 Fiscal Years*

<u>Miscellaneous Rate Plan</u>	2015	2016	2017	2018
Actuarially determined contribution	\$ 523,329	\$ 369,225	\$ 434,033	\$ 465,746
Contributions in relation to actuarially deemed contributions	(523,329)	(369,225)	(434,033)	(465,746)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 4,364,310	\$ 5,148,017	\$ 5,568,372	\$ 6,004,176
Contributions as a percentage of covered payroll	11.99%	7.17%	7.79%	7.76%

**Note to Schedule:**

**Methods and assumptions used to determine contribution rates:**

Valuation date (for contractually required contribution):	6/30/2012	6/30/2013	6/30/2014	6/30/2015
Actuarial cost method:	Entry Age	Entry Age	Entry Age	Entry Age
Amortization method:	(1)	(1)	(1)	(1)
Assets valuation method	15 Year Smoothed Market Method	Market Value	Market Value	Market Value
Inflation	2.75%	2.75%	2.75%	2.75%
Salary Increases	(2)	(2)	(2)	(2)
Investment rate of return	7.50%	7.50%	7.50%	7.50%
Retirement age	(3)	(3)	(3)	(3)
Mortality	(4)	(4)	(4)	(4)

- (1) Level percentage of payroll, closed
- (2) Depending on age, service, and type of employment
- (3) 50 for all plans, with the exception of 52 for Miscellaneous PEPRA 2%@62
- (4) Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board.

2019	2020	2021	2022	2023	2024
\$ 766,989	\$ 917,576	\$ 1,062,215	\$ 1,200,271	\$ 2,013,295	\$ 2,295,039
(766,989)	(917,576)	(1,062,215)	(1,200,271)	(2,013,295)	(2,295,039)
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 6,384,728	\$ 6,808,162	\$ 7,021,189	\$ 8,113,507	\$ 12,345,922	\$ 16,478,751
12.01%	13.48%	15.13%	14.79%	16.31%	13.93%

6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020	6/30/2021
Entry Age (1)	Entry Age (1)	Entry Age (1)	Entry Age (1)	Entry Age (1)	Entry Age (1)
Market Value	Market Value	Market Value	Market Value	Market Value	Market Value
2.75%	2.63%	2.50%	2.50%	2.50%	2.50%
(2)	(2)	(2)	(2)	(2)	(2)
7.375%	7.25%	7.00%	7.00%	7.00%	6.80%
(3)	(3)	(3)	(3)	(3)	(3)
(4)	(4)	(4)	(4)	(4)	(4)

**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2024**

*Schedule of Changes in the Net OPEB Liability and Related Ratios - Last 10 Fiscal Years\**

Fiscal year End	6/30/2018	6/30/2019	6/30/2020	6/30/2021
<b>Total OPEB Liability</b>				
Service cost	\$ 228,075	\$ 231,377	\$ 238,897	\$ 247,448
Interest on the total OPEB liability	366,257	359,416	378,925	372,499
Differences between expected and actual experience	(430,189)	-	(134,660)	-
Changes of assumptions	42,010	-	(62,441)	-
Benefit payments	(299,940)	(314,423)	(324,785)	(404,342)
<b>Net change in the total OPEB liability</b>	<b>(93,787)</b>	<b>276,370</b>	<b>95,936</b>	<b>215,605</b>
<b>Total OPEB liability - beginning</b>	<b>5,154,131</b>	<b>5,060,344</b>	<b>5,336,714</b>	<b>5,432,650</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 5,060,344</b>	<b>\$ 5,336,714</b>	<b>\$ 5,432,650</b>	<b>\$ 5,648,255</b>
<b>Plan Fiduciary Net Position</b>				
Contribution - employer	\$ 471,077	\$ 495,719	\$ 459,510	\$ 486,383
Net investment income	307,578	276,193	230,777	151,173
Benefit payments	(299,940)	(314,423)	(324,785)	(404,342)
Other expense	-	(4,582)	-	-
Administrative expense	(1,576)	(1,813)	(825)	(2,094)
<b>Net change in plan fiduciary net position</b>	<b>477,139</b>	<b>451,094</b>	<b>364,677</b>	<b>231,120</b>
<b>Plan fiduciary net position - beginning</b>	<b>2,984,872</b>	<b>3,462,011</b>	<b>3,913,105</b>	<b>4,277,782</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 3,462,011</b>	<b>\$ 3,913,105</b>	<b>\$ 4,277,782</b>	<b>\$ 4,508,902</b>
<b>Net OPEB Liability - ending (a) - (b)</b>	<b>\$ 1,598,333</b>	<b>\$ 1,423,609</b>	<b>\$ 1,154,868</b>	<b>\$ 1,139,353</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>68.41%</b>	<b>73.32%</b>	<b>78.74%</b>	<b>79.83%</b>
Covered-employee payroll	\$ 5,982,337	\$ 6,377,387	\$ 6,358,722	\$ 6,549,484
<b>Net OPEB liability as a percentage of covered-employee payroll</b>	<b>26.72%</b>	<b>22.32%</b>	<b>18.16%</b>	<b>17.40%</b>
<b>Assumptions used to develop the results are shown below:</b>				
Measurement Date	6/30/2017	6/30/2018	6/30/2019	6/30/2020
Discount Rate	7.00%	7.00%	6.80%	6.80%
Valuation Date	6/30/2017	6/30/2019		
Actuarial Cost method	Entry Age Normal	Entry Age Normal		
Amortization method:	Closed 30 years	Closed 30 years		
Assets valuation method	Market Value	Market Value		
Inflation	2.75%	2.50%		
Healthcare cost trend rates	7.5% in Jan 2019, step down .5% per year to 5.0% by 2024	5.4% in Jan 2021, Fluctuates down to 4.0% by 2076		
Salary Increases	3.25%	3%		
Discount Rate	7.00%	6.80%		
Retirement age	From 50 to 75	From 50 to 75		
Mortality	2014 CalPERS Experience	2017 CalPERS Experience		
Mortality Improvement	MacLeod Watts Scale 2017	MacLeod Watts Scale 2018		

\* Historical information is required only for measurement periods for which GASB 75 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

6/30/2022	6/30/2023	6/30/2024
\$ 254,871	\$ 301,667	\$ 310,717
388,811	374,645	395,339
94,590	-	(203,641)
-	-	231,797
(370,644)	(351,661)	(340,552)
367,628	324,651	393,660
5,648,255	6,015,883	6,340,534
<u>\$ 6,015,883</u>	<u>\$ 6,340,534</u>	<u>\$ 6,734,194</u>

\$ 435,828	\$ 517,163	\$ 342,016
308,766	(1,030,633)	311,004
(370,644)	(351,661)	(340,552)
886,742	-	-
(1,642)	(1,453)	(1,472)
1,259,050	(866,584)	310,996
4,508,902	5,767,952	4,901,368
<u>\$ 5,767,952</u>	<u>\$ 4,901,368</u>	<u>\$ 5,212,364</u>
<u>\$ 247,931</u>	<u>\$ 1,439,166</u>	<u>\$ 1,521,830</u>

95.88%      77.30%      77.40%

\$ 7,838,544    \$ 9,931,244    \$ 15,989,632

3.16%      14.49%      9.52%

6/30/2021      6/30/2022      6/30/2023  
6.10%      6.10%      6.15%

6/30/2021	6/30/2023
Entry Age Normal	Entry Age Normal
Closed 30 years	Closed 30 years
Market Value	Market Value
2.50%	2.50%
5.8% in Jan 2023, decreasing to 3.9% by 2076	9.0% in 2025, decreasing to 3.9% by 2075
3%	3%
6.10%	6.10%
From 50 to 75	From 50 to 75
CalPERS 2021 Experience	CalPERS 2021 Experience
MacLeod Watts Scale 2022	MacLeod Watts Scale 2022

**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2024**

*Schedule of OPEB Contributions - Last 10 Fiscal Years\**

Fiscal Year Ended	2018	2019	2020	2021	2022
Actuarially determined contribution	\$ 389,509	\$ 359,460	\$ 369,969	\$ 361,138	\$ 368,885
Contributions in relation to actuarially determined contributions	(495,719)	(459,510)	(396,085)	(435,828)	(517,163)
Contribution deficiency (excess)	\$ (106,210)	\$ (100,050)	\$ (26,116)	\$ (74,690)	\$ (148,278)
Covered employee payroll	\$ 6,377,387	\$ 6,358,722	\$ 6,549,484	\$ 7,838,544	\$ 9,931,244
Contributions as a percentage of covered employee payroll	6.11%	5.65%	5.65%	4.61%	3.71%

\* Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to 10 years as information becomes available.

**Notes to Schedule - assumptions used to develop Actuarially determined contribution**

Valuation Data	7/1/2015	6/30/2017	6/30/2019
Actuarial Cost method	Entry Age Normal Level % of pay	Entry Age Normal Level % of pay	Entry Age Normal Level % of pay
Amortization method:	Closed 30 Years	Closed 30 Years	Closed 30 Years
Amortization Period:	23 Yrs remain	22 Yrs remain   21 Yrs remain	20 Yrs remain   19 Yrs remain
Assets valuation method	Market Value	Market Value	Market Value
Inflation	2.75%	2.75%	2.50%
Healthcare cost trend rates	7.5% in Jan 2017, step down to .5% per year to 4.5% by 2023	7.5% in Jan 2019, step down to .5% per year to 5.0% by 2024	5.4% in Jan 2021, fluctuates down to 4.0% by 2076
Salary Increases	3.25%	3.25%	3.00%
Investment rate of return	7.00%	7.00%	6.70%
Retirement age	From 50 to 75	From 50 to 75	From 50 to 75
Mortality	2014 CalPERS Experience Study	2014 CalPERS Experience Study	2017 CalPERS Experience Study
Mortality Improvement	MacLeod Watts Scale 2014	MacLeod Watts Scale 2017	MacLeod Watts Scale 2018



2023		2024	
\$	405,006	\$	418,251
\$	(405,006)	\$	(418,251)
\$	-	\$	-
\$	15,989,632	\$	18,558,796
	2.53%		2.25%

6/30/2021	
Entry Age Normal Level % of pay	
Closed 30 Years	
18 Yrs remain	17 Yrs remain
Market Value	
2.50%	
5.8% in 2023 decreasing to 3.9% by 2076	
3.00%	
6.10%	
From 50 to 75	
2017 CalPERS Experience Study	
MacLeod Watts Scale 2022	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Fund

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 26,390,000	\$ 26,849,006	\$ 33,537,674	\$ 6,688,668
Licenses and permits	292,306	292,306	340,938	48,632
Intergovernmental	3,560,000	3,560,000	4,412,587	852,587
Charges for services	523,694	557,860	761,489	203,629
Use of money and property	304,964	675,229	3,058,960	2,383,731
Fines and forfeitures	100,400	100,400	102,903	2,503
Miscellaneous	411,800	411,800	414,129	2,329
<b>Total revenues</b>	<b>31,583,164</b>	<b>32,446,601</b>	<b>42,628,680</b>	<b>10,182,079</b>
<b>EXPENDITURES:</b>				
Current:				
General government				
City council	80,160	192,135	168,325	23,810
City manager	1,032,986	1,572,440	1,455,172	117,268
City clerk	362,760	396,760	382,661	14,099
City attorney	830,487	887,328	791,038	96,290
Personnel	772,352	812,852	576,876	235,976
Central services	1,836,490	1,993,990	1,666,896	327,094
Finance	1,942,736	2,128,108	1,830,379	297,729
Information technology	3,518,373	3,701,462	3,534,881	166,581
Measure C	821,506	923,957	738,974	184,983
<b>Total general government</b>	<b>11,197,850</b>	<b>12,609,032</b>	<b>11,145,202</b>	<b>1,463,830</b>
Public safety				
Administration	3,341,492	3,035,072	2,484,014	551,058
Community services	1,470,517	1,536,232	1,509,948	26,284
Operations	6,955,713	7,128,375	6,938,303	190,072
Support	2,154,521	2,322,623	2,271,526	51,097
<b>Total public safety</b>	<b>13,922,243</b>	<b>14,022,302</b>	<b>13,203,791</b>	<b>818,511</b>
Community development				
Planning	989,061	2,471,489	1,235,318	1,236,171
<b>Total community development</b>	<b>989,061</b>	<b>2,471,489</b>	<b>1,235,318</b>	<b>1,236,171</b>

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Fund, continued

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Culture and leisure				
Administration	482,559	487,002	397,820	89,182
Senior center	159,097	161,647	157,765	3,882
Recreation programs	96,774	136,774	130,451	6,323
Special events	237,948	271,048	211,902	59,146
Youth development	370,457	444,607	283,599	161,008
Sports	341,601	337,893	281,598	56,295
Facilitates and library	212,135	270,035	184,114	85,921
City hall	541,490	605,133	486,062	119,071
Building maintenance	403,420	508,609	271,704	236,905
Park and landscape maintenance	1,269,723	1,682,729	893,843	788,886
Total culture and leisure	4,115,204	4,905,477	3,298,858	1,606,619
Public works				
Administration	771,632	1,071,149	826,960	244,189
Utility engineering	255,494	272,549	238,639	33,910
Total public works	1,027,126	1,343,698	1,065,599	278,099
Capital outlay	498,200	4,075,355	1,200,475	2,874,880
Debt service:				
Principal retirement	320,000	320,000	320,000	-
Lease principal retirement	-	-	357,610	(357,610)
Interest and fiscal charges	57,900	57,900	57,885	15
Total expenditures	32,127,584	39,805,253	31,884,738	7,920,515
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	(544,420)	(7,358,652)	10,743,942	18,102,594
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	10,429,160	11,492,811	8,666,210	(2,826,601)
Transfers out	(9,421,420)	(15,818,116)	(13,869,501)	1,948,615
Lease proceeds	-	-	145,040	145,040
Total other financing sources (uses)	1,007,740	(4,325,305)	(5,058,251)	(877,986)
<b>Net change in fund balances</b>	<b>\$ 463,320</b>	<b>\$ (11,683,957)</b>	<b>5,685,691</b>	<b>\$ 17,369,648</b>
<b>FUND BALANCES:</b>				
Beginning of year			56,359,326	
End of year			<u>\$ 62,045,017</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Capital Facility Fees

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 20,226,137	\$ 23,215,769	\$ 17,889,715	\$ (5,326,054)
Use of money and property	-	-	2,621,500	2,621,500
Developer participation	403,168	403,168	89	(403,079)
<b>Total revenues</b>	<b>20,629,305</b>	<b>23,618,937</b>	<b>20,511,304</b>	<b>(3,107,633)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	243,763	2,646,453	2,749,219	(102,766)
<b>Total expenditures</b>	<b>243,763</b>	<b>2,646,453</b>	<b>2,749,219</b>	<b>(102,766)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>20,385,542</b>	<b>20,972,484</b>	<b>17,762,085</b>	<b>(3,210,399)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(11,451,306)	(13,771,306)	(13,771,306)	-
<b>Total other financing sources (uses)</b>	<b>(11,451,306)</b>	<b>(13,771,306)</b>	<b>(13,771,306)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 8,934,236</b>	<b>\$ 7,201,178</b>	<b>3,990,779</b>	<b>\$ (3,210,399)</b>
<b>FUND BALANCES:</b>				
Beginning of year			44,525,380	
End of year			<b>\$ 48,516,159</b>	

**City of Lathrop**  
**Notes to Required Supplementary Information**  
**For the Year Ended June 30, 2024**

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**BUDGETS AND BUDGETARY ACCOUNTING**

The City establishes annual budgets for the General and certain special revenue funds, which are adopted on a basis consistent with accounting principles generally accepted in the United States of America. The budgets for the General and certain special revenue funds are the only legally adopted budgets. Budgets for the capital project funds are used for management and control purposes only all appropriations remaining at fiscal year-end lapse. Budgeted amounts are reflected after all applicable amendments and revisions.

The legal level of control (level at which expenditures may not legally exceed budget appropriations) is at the department level. If the expenditures exceed the appropriations, the City Manager is authorized to transfer budgeted amounts between the line items within any department or between divisions within the department.

During the fiscal year, the City made a number of supplemental budget amendments totaling \$28,621,159 in revenues and \$51,040,035 in expenditures.

**ADOPTED BUDGETS**

For the fiscal year ending June 30, 2024, the Historic Lathrop Loan Program (HLLP), the Lathrop Land Acquisitions, the DWR Grant - ULOP Project, the Stewart Economic Dev Fee 80%, and the TOT Trust Special Revenue Funds did not adopt an annual budget.

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# SUPPLEMENTARY INFORMATION

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**City of Lathrop  
General Fund  
Year Ended June 30, 2024**

The general Fund is the City's primary Operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The General Fund is comprised of the following:

**GENERAL PURPOSE FUND**

This fund accounts for all financial resources except those to be accounted for in another fund. It is the general operating fund of the City.

**ECONOMIC DEVELOPMENT FUND**

To account for small business assistance grants approved by Council. The fund was reactivated in fiscal year 2020 due to the impacts of COVID-19.

**MEASURE C ESSENTIAL CITY SERVICES FUND**

To account for revenue and expenditures for the city's Measure C Essential City Services portion.



**City of Lathrop**  
**Combining Balance Sheet**  
**General Funds**  
**June 30, 2024**

	General Purpose Fund	Economic Development	Measure C	Total General Funds
<b>ASSETS</b>				
Cash and investments	\$ 46,777,322	\$ 464,185	\$ 4,058,602	\$ 51,300,109
Receivables:				
Accounts (net of allowance for uncollectibles)	2,627,204	1,232	1,802,558	4,430,994
Accrued interest	108,996	-	23,583	132,579
Prepays	21,912	-	-	21,912
Advances to other funds	8,838,746	-	-	8,838,746
<b>Total assets</b>	<b>\$ 58,421,939</b>	<b>\$ 465,417</b>	<b>\$ 5,884,743</b>	<b>\$ 64,772,099</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 1,275,196	\$ -	\$ 46,171	\$ 1,321,367
Accrued liabilities	692,724	-	-	692,724
Unearned revenue	243,306	-	-	243,306
Deposits payable	469,685	-	-	469,685
<b>Total liabilities</b>	<b>2,680,911</b>	<b>-</b>	<b>46,171</b>	<b>2,727,082</b>
<b>Fund Balances:</b>				
Nonspendable	8,860,658	-	-	8,860,658
Committed	31,578,310	465,417	5,838,572	37,882,299
Unassigned	15,302,060	-	-	15,302,060
<b>Total fund balances</b>	<b>55,741,028</b>	<b>465,417</b>	<b>5,838,572</b>	<b>62,045,017</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 58,421,939</b>	<b>\$ 465,417</b>	<b>\$ 5,884,743</b>	<b>\$ 64,772,099</b>

**City of Lathrop**  
**Combining Schedule of Revenues, Expenditures and Changes in Fund Balances**  
**General Funds**  
**For the year ended June 30, 2024**

	General Purpose Fund	Economic Development	Measure C	Intrafund Transactions Elimination
<b>REVENUES:</b>				
Taxes and assessments	\$ 23,478,668	\$ -	\$ 10,059,006	\$ -
Licenses and permits	340,938	-	-	-
Intergovernmental	4,412,587	-	-	-
Charges for services	761,489	-	-	-
Use of money and property	2,713,991	20,745	324,224	-
Fines and forfeitures	102,903	-	-	-
Miscellaneous	414,129	-	-	-
<b>Total revenues</b>	<b>32,224,705</b>	<b>20,745</b>	<b>10,383,230</b>	<b>-</b>
<b>EXPENDITURES:</b>				
Current:				
General government	10,406,227	-	738,975	-
Public safety	13,203,791	-	-	-
Community development	1,235,318	-	-	-
Culture and leisure	3,298,858	-	-	-
Public works	1,065,599	-	-	-
Capital outlay	1,077,116	-	123,359	-
Debt service:				
Principal retirement	320,000	-	-	-
Lease principal retirement	357,610	-	-	-
Interest and fiscal charges	57,885	-	-	-
<b>Total expenditures</b>	<b>31,022,404</b>	<b>-</b>	<b>862,334</b>	<b>-</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>1,202,301</b>	<b>20,745</b>	<b>9,520,896</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	10,282,590	-	-	(1,616,380)
Transfers out	(5,745,508)	-	(9,740,373)	1,616,380
Lease and software subscription proceeds	145,040	-	-	-
<b>Total other financing sources (uses)</b>	<b>4,682,122</b>	<b>-</b>	<b>(9,740,373)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>5,884,423</b>	<b>20,745</b>	<b>(219,477)</b>	
<b>FUND BALANCES:</b>				
Beginning of year	49,856,605	444,672	6,058,049	-
End of year	\$ 55,741,028	\$ 465,417	\$ 5,838,572	\$ -

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Total  
General  
Funds

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\$ 33,537,674  
340,938  
4,412,587  
761,489  
3,058,960  
102,903  
414,129

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42,628,680

---

11,145,202  
13,203,791  
1,235,318  
3,298,858  
1,065,599  
1,200,475

320,000  
357,610  
57,885

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31,884,738

---

10,743,942

---

8,666,210  
(13,869,501)  
145,040

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(5,058,251)

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5,685,691

56,359,326

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\$ 62,045,017

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# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Purpose Fund

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 16,390,000	\$ 16,790,000	\$ 23,478,668	\$ 6,688,668
Licenses and permits	292,306	292,306	340,938	48,632
Intergovernmental	3,560,000	3,560,000	4,412,587	852,587
Charges for services	523,694	557,860	761,489	203,629
Use of money and property	254,964	354,964	2,713,991	2,359,027
Fines and forfeitures	100,400	100,400	102,903	2,503
Miscellaneous	411,800	411,800	414,129	2,329
<b>Total revenues</b>	<b>21,533,164</b>	<b>22,067,330</b>	<b>32,224,705</b>	<b>10,157,375</b>
<b>EXPENDITURES:</b>				
Current:				
General government				
City council	80,160	192,135	168,324	23,811
City manager	1,032,986	1,572,440	1,455,172	117,268
City clerk	362,760	396,760	382,661	14,099
City attorney	830,487	887,328	791,038	96,290
Personnel	772,352	812,852	576,876	235,976
Central services	1,836,490	1,993,990	1,666,896	327,094
Finance	1,942,736	2,128,108	1,830,379	297,729
Information technology	3,518,373	3,701,462	3,534,881	166,581
<b>Total general government</b>	<b>10,376,344</b>	<b>11,685,075</b>	<b>10,406,227</b>	<b>1,278,848</b>
Public safety				
Administration	3,341,492	2,678,126	2,484,014	194,112
Community services	1,470,517	1,536,232	1,509,948	26,284
Operations	6,955,713	7,128,375	6,938,303	190,072
Support	2,154,521	2,322,623	2,271,526	51,097
<b>Total public safety</b>	<b>13,922,243</b>	<b>13,665,356</b>	<b>13,203,791</b>	<b>461,565</b>
Community development				
Planning	989,061	2,471,489	1,235,318	1,236,171
<b>Total community development</b>	<b>989,061</b>	<b>2,471,489</b>	<b>1,235,318</b>	<b>1,236,171</b>

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Purpose Fund

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>Culture and leisure</b>				
Administration	482,559	487,002	397,820	89,182
Senior center	159,097	161,647	157,765	3,882
Recreation programs	96,774	136,774	130,451	6,323
Special events	237,948	271,048	211,902	59,146
Youth development	370,457	444,607	283,599	161,008
Sports	341,601	337,893	281,598	56,295
Facilitates and library	212,135	270,035	184,114	85,921
City hall	541,490	605,133	486,062	119,071
Building maintenance	403,420	508,609	271,704	236,905
Park and landscape maintenance	1,269,723	1,682,729	893,843	788,886
<b>Total culture and leisure</b>	<b>4,115,204</b>	<b>4,905,477</b>	<b>3,298,858</b>	<b>1,606,619</b>
<b>Public works</b>				
Administration	771,632	1,071,149	826,960	244,189
Utility engineering	255,494	272,549	238,639	33,910
<b>Total public works</b>	<b>1,027,126</b>	<b>1,343,698</b>	<b>1,065,599</b>	<b>278,099</b>
Capital outlay	498,200	3,895,355	1,077,116	2,818,239
Debt service:				
Principal retirement	320,000	320,000	320,000	-
Lease principal retirement	-	356,946	357,610	(664)
Interest and fiscal charges	57,900	57,900	57,885	15
<b>Total expenditures</b>	<b>31,306,078</b>	<b>38,701,296</b>	<b>31,022,404</b>	<b>7,678,892</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(9,772,914)</b>	<b>(16,633,966)</b>	<b>1,202,301</b>	<b>17,836,267</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	10,429,160	11,492,811	10,282,590	(1,210,221)
Transfers out	(485,040)	(6,077,743)	(5,745,508)	332,235
Lease proceeds	-	-	145,040	145,040
<b>Total other financing sources (uses)</b>	<b>9,944,120</b>	<b>5,415,068</b>	<b>4,682,122</b>	<b>(877,986)</b>
<b>Net change in fund balances</b>	<b>\$ 171,206</b>	<b>\$ (11,218,898)</b>	<b>5,884,423</b>	<b>\$ 17,103,321</b>
<b>FUND BALANCES:</b>				
Beginning of year			49,856,605	
End of year			<u>\$ 55,741,028</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Economic Development For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 20,745	\$ 20,745
<b>Total revenues</b>	-	-	20,745	20,745
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	-	-	20,745	20,745
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	20,745	<u>\$ 20,745</u>
<b>FUND BALANCES:</b>				
Beginning of year			444,672	
End of year			<u>\$ 465,417</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Measure C

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 10,000,000	\$ 10,059,006	\$ 10,059,006	\$ -
Use of money and property	50,000	320,265	324,224	3,959
<b>Total revenues</b>	<b>10,050,000</b>	<b>10,379,271</b>	<b>10,383,230</b>	<b>3,959</b>
<b>EXPENDITURES:</b>				
Current:				
General government Measure C	821,506	923,957	738,974	184,983
<b>Total general government</b>	<b>821,506</b>	<b>923,957</b>	<b>738,975</b>	<b>184,982</b>
Capital outlay	-	180,000	123,359	56,641
<b>Total expenditures</b>	<b>821,506</b>	<b>1,103,957</b>	<b>862,334</b>	<b>426,605</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>9,228,494</b>	<b>9,275,314</b>	<b>9,520,896</b>	<b>245,582</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(8,936,380)	(9,740,373)	(9,740,373)	-
<b>Total other financing sources (uses)</b>	<b>(8,936,380)</b>	<b>(9,740,373)</b>	<b>(9,740,373)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 292,114</b>	<b>\$ (465,059)</b>	<b>(219,477)</b>	<b>\$ 245,582</b>
<b>FUND BALANCES:</b>				
Beginning of year			6,058,049	
End of year			<u>\$ 5,838,572</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General CIP Projects

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 778,380	\$ 778,380
<b>Total revenues</b>	-	-	778,380	778,380
<b>EXPENDITURES:</b>				
Current:				
Public works	-	4,990	4,990	-
Capital outlay	29,430,504	34,907,921	13,608,772	21,299,149
<b>Total expenditures</b>	29,430,504	34,912,911	13,613,762	21,299,149
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	(29,430,504)	(34,912,911)	(12,835,382)	22,077,529
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	11,079,880	15,983,699	13,999,456	(1,984,243)
<b>Total other financing sources (uses)</b>	11,079,880	15,983,699	13,999,456	(1,984,243)
<b>Net change in fund balances</b>	\$ (18,350,624)	\$ (18,929,212)	1,164,074	\$ 20,093,286
<b>FUND BALANCES:</b>				
Beginning of year			18,484,156	
End of year			\$ 19,648,230	



**City of Lathrop**  
**Non-Major Governmental Funds**  
**Year Ended June 30, 2024**

**SPECIAL REVENUE FUNDS**

These funds account for the proceeds derived from specific revenue sources that are legally restricted to expenditures for specified purposes.

**DEVELOPER PROJECTS SPECIAL REVENUE FUND**

This fund accounts for revenues received and expenditures spent associated with various developer projects

**BUILDING SAFETY & INSPECTION SPECIAL REVENUE FUND**

This fund accounts for building safety and inspection permit fee revenue and activity.

**DEVELOPMENT ENGINEERING SPECIAL REVENUE FUND**

This fund accounts for the development engineering fee revenue and activity.

**DEVELOPER DEPOSITS SPECIAL REVENUE FUND**

This fund accounts for the activity relating to developer deposits for development projects ongoing within the City.

**LANDSCAPE MAINTENANCE FUND**

To account for revenues received and expenditures spent associated with specific park maintenance and operations of the Woodfield Landscape, Stonebridge Landscape and Mossdale Landscape Districts.

**GAS TAX FUND**

To account for revenues and expenditures apportioned to the City under the Streets and Highway Code, Sections 2105, 2106, 2107, and 2107.5 of the State of California. Expenditures for administration, maintenance, and construction must be street related.

**TRAFFIC SAFETY FUND**

To account for the fines and forfeitures received under Section 1463 of the Penal Code. These funds are restricted for the use of official traffic control devices and for some street construction purposes.

**LOCAL STREET FUND**

To account for revenues and expenditures for the City's street division.

**PUBLIC NUISANCE FUND**

To account for revenues and expenditures for code enforcement activities.

**MEASURE K FUND**

To account for revenues generated from a 2-cent sales tax for local street repairs. These funds are restricted for maintenance and construction on street-related projects.

**TRANSIT LTF FUND**

To account for local transportation funds received for transit purposes from the San Joaquin County Council of Governments.

**STREETS AND ROADS FUND**

To account for local transportation funds received for street and road purposes from the San Joaquin County Council of Governments.

**FEDERAL GRANT FUND**

To account for federal grant expenditures and activity.

**HISTORIC LATHROP LOAN PROGRAM (HLLP) FUND**

To account for building permit loans granted to Historic Lathrop residences.

**STORM DRAIN FUND**

To account for revenues and expenditures related to the maintenance and operations of storm drains and improvements within the created district.

**STREET LIGHT FUND**

To account for revenues and expenditures associated with the maintenance and operations of the street lighting within the area known as City Zone 2, which is in the City Wide Landscaping and Lighting Assessment District.

**AB939 RECYCLING FUND**

To account for the financial resources associated with the preparation, implementation, and administration of the City's Integrated Solid Waste Management Plan in accordance with AB939.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND**

To account for the annual federal grant that provides for development of viable urban communities.

**SCHOLARSHIP FUND**

To account for the revenues provided by businesses/organizations to provide assistance with tuition of qualified parks and recreation participants.

**COPS FUND**

To account for local law enforcement grants funded by the office of Community Oriented Policing Services (COPS).

**RTIF SAN JOAQUIN COUNTY FUND**

To account for San Joaquin County's 10% share of Regional Traffic Impact Fees collected from builders.

**RTIF LATHROP LOCAL WEST FUND**

To account for the City's 75% share of Regional Traffic Impact Fees collected from builders on the West side.

**RTIF SJCOG FUND**

To account for San Joaquin Council of Government's 15% share of Regional Traffic Impact Fees collected from builders.

**RTIF LATHROP LOCAL EAST FUND**

To account for the City's 75% share of Regional Traffic Impact Fees collected from builders on the East side

**LATHROP MANTECA FIRE DISTRICT MEASURE C FUND**

To account for revenues and expenditures associated with the sales tax collections specific from Measure C.

**STATE GRANTS FUND**

To account for revenues and expenditures associated with state grants.

**NORTH LATHROP TRANSPORTATION CFF FUND**

To account for capital facility fees collected for North Lathrop area.

**CITYWIDE ECONOMIC DEVELOPMENT 20% CFF FUND**

To account for capital facility fees, collected to support development both on and off the Stewart Tract, that will provide to the City and its citizens.

**RIVER ISLANDS CFD 2013-1 FUND**

To account for revenue and expenditures related to the maintenance of the River Island community.

**LATHROP LAND ACQUISITIONS FUND**

To account for revenues and expenditures associated with the CLSP Community Facilities District 2006-1.

**URBAN LEVEL OF FLOOD PROTECTION RECLAMATION DISTRICT (ULOP RD-17) LEVEE IMPACT FUND**

To account for capital facility fees collected for the Urban Level of Flood Protection plan in the Reclamation District (RD) 17.

**DEPARTMENT OF WATER RESOURCES (DWR) GRANT - URBAN LEVEL OF FLOOD PROTECTION (ULOP) PROJECT FUND**

To account for revenues and expenditures associated with the Urban Level of Flood Protection plan.

**CLSP OFF-SITE ROADWAY IMPROVEMENTS FUND**

To account for improvements in the Central Lathrop Development.

**SOUTH LATHROP CFD 2019-1 FUND**

To account for revenue and expenditures related to the maintenance of South Lathrop.

**CENTRAL LATHROP CFD 2019-2 FUND**

To account for revenue and expenditures related to the maintenance of Central Lathrop.

**STEWART ECONOMIC DEVELOPMENT 80% CFF FUND**

To account for capital facility fees, collected to support development both on and off the Stewart Tract, that will provide to the City and its citizens.

**TOT TRUST FUND**

To account for 1% of the 9% TOT from the City as a whole, to help finance regional infrastructure.

**GATEWAY BUSINESS PARK**

To account for the maintenance costs for the Lathrop Gateway Business Park and resulting Community Facilities District

**CAPITAL PROJECTS FUNDS**

Capital Projects Funds are utilized to account for resources used for the acquisition and construction of capital facilities by the City, with the exception of those assets financed by proprietary funds.

**STREETS AND ROADS CAPITAL PROJECTS FUND**

To account for capital project expenditures related to streets and roads occurring over more than one fiscal year

**STORM DRAIN FUND**

To account for expenditures for storm drain capital projects.

**PARK IN-LIEU FUND**

To account for revenues and expenditures which can legally be made under the Quimby Act. The revenue is collected from residential developers to offset the impact on parks and can only be used for new park development.

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2024**

	Special Revenue Funds			
	Developer Projects	Building Safety & Inspection	Developer Engineering	Developer Deposits
<b>ASSETS</b>				
Cash and investments	\$ 1,526,493	\$ 17,574,400	\$ 15,300,118	\$ 1,223,947
Receivables:				
Accounts (net of allowance for uncollectibles)	29,207	-	-	844,119
Notes and loans	-	-	-	-
Accrued interest	10,230	46,763	38,616	3,885
<b>Total assets</b>	<b>\$ 1,565,930</b>	<b>\$ 17,621,163</b>	<b>\$ 15,338,734</b>	<b>\$ 2,071,951</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ -	\$ 222,300	\$ 39,043	\$ 190,358
Deposits payable	935,235	7,727	-	1,084,724
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>935,235</b>	<b>230,027</b>	<b>39,043</b>	<b>1,275,082</b>
<b>Fund Balances:</b>				
Restricted	630,695	17,391,136	15,299,691	796,869
Committed	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>630,695</b>	<b>17,391,136</b>	<b>15,299,691</b>	<b>796,869</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 1,565,930</b>	<b>\$ 17,621,163</b>	<b>\$ 15,338,734</b>	<b>\$ 2,071,951</b>

Special Revenue Funds

Landscape Maintenance	Gas Tax	Traffic Safety	Local Street	Public Nuisance	Measure K
\$ 2,394,399	\$ 474,921	\$ 151,686	\$ 1,121,409	\$ 10,899	\$ 227,190
4	156,442	2,978	-	-	290,802
-	-	-	-	-	-
9,273	5,025	392	3,301	29	2,858
<u>\$ 2,403,676</u>	<u>\$ 636,388</u>	<u>\$ 155,056</u>	<u>\$ 1,124,710</u>	<u>\$ 10,928</u>	<u>\$ 520,850</u>

\$ 180,524	\$ -	\$ -	\$ 111,370	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
<u>180,524</u>	<u>-</u>	<u>-</u>	<u>111,370</u>	<u>-</u>	<u>-</u>

2,223,152	636,388	155,056	1,013,340	10,928	520,850
-	-	-	-	-	-
-	-	-	-	-	-
<u>2,223,152</u>	<u>636,388</u>	<u>155,056</u>	<u>1,013,340</u>	<u>10,928</u>	<u>520,850</u>

<u>\$ 2,403,676</u>	<u>\$ 636,388</u>	<u>\$ 155,056</u>	<u>\$ 1,124,710</u>	<u>\$ 10,928</u>	<u>\$ 520,850</u>
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**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2024**

	Special Revenue Funds			
	Transit LTF	Streets and Roads	Federal Grant	Historic Lathrop Loan Program (HLLP)
<b>ASSETS</b>				
Cash and investments	\$ 2,318,356	\$ 466,816	\$ 53	\$ 245,566
Receivables:				
Accounts (net of allowance for uncollectibles)	-	1,069,533	710,736	-
Notes and loans	-	-	-	20,350
Accrued interest	2,711	2,578	-	652
<b>Total assets</b>	<b>\$ 2,321,067</b>	<b>\$ 1,538,927</b>	<b>\$ 710,789</b>	<b>\$ 266,568</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ -	\$ -	\$ -	\$ -
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Restricted	2,321,067	469,394	53	266,568
Committed	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>2,321,067</b>	<b>469,394</b>	<b>53</b>	<b>266,568</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 2,321,067</b>	<b>\$ 1,538,927</b>	<b>\$ 710,789</b>	<b>\$ 266,568</b>

Special Revenue Funds

Storm Drain	Street Light	AB939 Recycling	Community Development Block Grant	Scholarship Fund	COPS
\$ 402,699	\$ 1,486,485	\$ 1,824,063	\$ 3,235	\$ 24,853	\$ 378,206
-	-	36,178	105,758	-	-
-	-	-	-	-	-
811	4,131	4,628	65	75	1,360
<u>\$ 403,510</u>	<u>\$ 1,490,616</u>	<u>\$ 1,864,869</u>	<u>\$ 109,058</u>	<u>\$ 24,928</u>	<u>\$ 379,566</u>
\$ 34,126	\$ 86,438	\$ 2,628	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
34,126	86,438	2,628	-	-	-
369,384	1,404,178	1,862,241	109,058	24,928	379,566
-	-	-	-	-	-
-	-	-	-	-	-
369,384	1,404,178	1,862,241	109,058	24,928	379,566
<u>\$ 403,510</u>	<u>\$ 1,490,616</u>	<u>\$ 1,864,869</u>	<u>\$ 109,058</u>	<u>\$ 24,928</u>	<u>\$ 379,566</u>

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2024**

	Special Revenue Funds			
	RTIF San Joaquin County	RTIF Lathrop Local West	RTIF SJCOG	RTIF Lathrop Local East
<b>ASSETS</b>				
Cash and investments	\$ 214,946	\$ 14,607,946	\$ 322,419	\$ 2,837,589
Receivables:				
Accounts (net of allowance for uncollectibles)	-	-	-	-
Notes and loans	-	-	-	-
Accrued interest	435	37,791	653	7,543
<b>Total assets</b>	<b>\$ 215,381</b>	<b>\$ 14,645,737</b>	<b>\$ 323,072</b>	<b>\$ 2,845,132</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 216,307	\$ -	\$ 324,461	\$ -
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>216,307</b>	<b>-</b>	<b>324,461</b>	<b>-</b>
<b>Fund Balances:</b>				
Restricted	-	14,645,737	-	2,845,132
Committed	-	-	-	-
Unassigned	(926)	-	(1,389)	-
<b>Total fund balances</b>	<b>(926)</b>	<b>14,645,737</b>	<b>(1,389)</b>	<b>2,845,132</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 215,381</b>	<b>\$ 14,645,737</b>	<b>\$ 323,072</b>	<b>\$ 2,845,132</b>



Special Revenue Funds

LMFD Measure C	State Grants	North Lathrop Transportation	Citywide Economic Dev Fee 20%	River Islands CFD 2013-1	Lathrop Land Acquisitions
\$ 1,027,338	\$ 47,834	\$ 638	\$ 3,888,305	\$ 143,827	\$ 1,872
-	58,724	-	-	641,768	-
-	-	-	-	-	-
289	-	12	10,204	3,302	-
<u>\$ 1,027,627</u>	<u>\$ 106,558</u>	<u>\$ 650</u>	<u>\$ 3,898,509</u>	<u>\$ 788,897</u>	<u>\$ 1,872</u>
\$ 120	\$ -	\$ -	\$ -	\$ 1,185	\$ (19)
-	-	-	-	-	-
-	47,759	-	-	-	-
120	47,759	-	-	1,185	(19)
1,027,507	58,799	650	3,898,509	145,944	1,891
-	-	-	-	-	-
-	-	-	-	-	-
<u>1,027,507</u>	<u>58,799</u>	<u>650</u>	<u>3,898,509</u>	<u>145,944</u>	<u>1,891</u>
<u>\$ 1,027,627</u>	<u>\$ 106,558</u>	<u>\$ 650</u>	<u>\$ 3,898,509</u>	<u>\$ 788,897</u>	<u>\$ 1,872</u>

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2024**

	Special Revenue Funds			
	ULOP RD-17 Levee Impact	DWR Grant - ULOP Project	CLSP Off-Site Roadway Improvement	South Lathrop CFD 2019-1
<b>ASSETS</b>				
Cash and investments	\$ 478,563	\$ (47,831)	\$ 248,867	\$ 1,718,601
Receivables:				
Accounts (net of allowance for uncollectibles)	-	86,458	-	-
Notes and loans	-	-	-	-
Accrued interest	1,418	-	629	4,423
<b>Total assets</b>	<b>\$ 479,981</b>	<b>\$ 38,627</b>	<b>\$ 249,496</b>	<b>\$ 1,723,024</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 482,996	\$ -	\$ -	\$ 14,328
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>482,996</b>	<b>-</b>	<b>-</b>	<b>14,328</b>
<b>Fund Balances:</b>				
Restricted	-	38,627	249,496	1,708,696
Committed	-	-	-	-
Unassigned	(3,015)	-	-	-
<b>Total fund balances</b>	<b>(3,015)</b>	<b>38,627</b>	<b>249,496</b>	<b>1,708,696</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 479,981</b>	<b>\$ 38,627</b>	<b>\$ 249,496</b>	<b>\$ 1,723,024</b>

Special Revenue Funds				Capital Project Funds	
Central Lathrop CFD 2019-2	Stewart Economic Dev Fee 80%	TOT Trust	Gateway Business Park	Streets and Roads	Storm Drain
\$ 997,713	\$ 130,431	\$ 1,352,108	\$ 316,979	\$ 24,076,166	\$ 1,012,509
-	-	-	-	75	-
-	-	-	-	-	-
2,690	363	3,590	797	43,074	2,502
<u>\$ 1,000,403</u>	<u>\$ 130,794</u>	<u>\$ 1,355,698</u>	<u>\$ 317,776</u>	<u>\$ 24,119,315</u>	<u>\$ 1,015,011</u>
\$ 52,425	\$ -	\$ -	\$ 1,553	\$ 2,287,705	\$ -
-	116,000	-	-	-	-
-	-	-	-	-	-
52,425	116,000	-	1,553	2,287,705	-
947,978	14,794	1,355,698	316,223	17,238,343	1,015,011
-	-	-	-	4,593,267	-
-	-	-	-	-	-
947,978	14,794	1,355,698	316,223	21,831,610	1,015,011
<u>\$ 1,000,403</u>	<u>\$ 130,794</u>	<u>\$ 1,355,698</u>	<u>\$ 317,776</u>	<u>\$ 24,119,315</u>	<u>\$ 1,015,011</u>

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2024**

	Capital Project Funds	
	Park in Lieu	Total Nonmajor Governmental Funds
<b>ASSETS</b>		
Cash and investments	\$ 3,119,453	\$ 103,652,069
Receivables:		
Accounts (net of allowance for uncollectibles)	-	4,043,996
Notes and loans	-	20,350
Accrued interest	7,768	264,866
<b>Total assets</b>	<b>\$ 3,127,221</b>	<b>\$ 107,981,281</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>		
<b>Liabilities:</b>		
Accounts payable	\$ -	\$ 4,247,848
Deposits payable	-	2,143,686
Due to other funds	-	47,759
<b>Total liabilities</b>	<b>-</b>	<b>6,439,293</b>
<b>Fund Balances:</b>		
Restricted	3,127,221	94,532,014
Committed	-	4,593,267
Unassigned	-	(5,330)
<b>Total fund balances</b>	<b>3,127,221</b>	<b>99,119,951</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 3,127,221</b>	<b>\$ 107,981,281</b>

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**City of Lathrop**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the year ended June 30, 2024**

	Special Revenue Funds			
	Developer Projects	Building Safety & Inspection	Developer Engineering	Developer Deposits
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	4,895,955	4,114,275	(60)
Use of money and property	172,879	727,786	616,145	59,704
Fines and forfeitures	-	-	-	-
Developer participation	3,879,100	-	-	319,095
Miscellaneous	-	5,303	125,551	-
<b>Total revenues</b>	<b>4,051,979</b>	<b>5,629,044</b>	<b>4,855,971</b>	<b>378,739</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	-
Community development	-	-	95	-
Culture and leisure	-	-	-	-
Public works	-	2,266,250	2,094,932	257,122
Capital outlay	-	42	-	-
Debt service:				
Interest and fiscal charges	-	-	-	159,854
<b>Total expenditures</b>	<b>-</b>	<b>2,266,292</b>	<b>2,095,027</b>	<b>416,976</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>4,051,979</b>	<b>3,362,752</b>	<b>2,760,944</b>	<b>(38,237)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	-
Transfers out	(3,883,930)	(633,230)	-	-
<b>Total other financing sources (uses)</b>	<b>(3,883,930)</b>	<b>(633,230)</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>168,049</b>	<b>2,729,522</b>	<b>2,760,944</b>	<b>(38,237)</b>
<b>FUND BALANCES:</b>				
Beginning of year	462,646	-	10,756,773	(404,821)
Restatement	-	14,661,614	1,781,974	1,239,927
Beginning of year, as restated	462,646	14,661,614	12,538,747	835,106
End of year	\$ 630,695	\$ 17,391,136	\$ 15,299,691	\$ 796,869

Special Revenue Funds

Landscape Maintenance	Gas Tax	Traffic Safety	Local Street	Public Nuisance	Measure K
\$ 3,324,096	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	1,839,941	-	-	-	1,926,755
-	-	-	-	-	-
104,635	71,393	6,110	46,447	487	26,768
-	-	29,322	-	-	-
-	-	-	-	-	-
393	-	-	54,436	-	-
<u>3,429,124</u>	<u>1,911,334</u>	<u>35,432</u>	<u>100,883</u>	<u>487</u>	<u>1,953,523</u>
-	-	4,675	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,087,076	-	-	1,084,062	2,019	-
-	-	-	434,412	-	-
-	-	-	-	-	-
<u>1,087,076</u>	<u>-</u>	<u>4,675</u>	<u>1,518,474</u>	<u>2,019</u>	<u>-</u>
2,342,048	1,911,334	30,757	(1,417,591)	(1,532)	1,953,523
46,800	-	-	1,850,000	-	-
(1,675,500)	(2,604,608)	(2,460)	(245,800)	-	(2,099,510)
<u>(1,628,700)</u>	<u>(2,604,608)</u>	<u>(2,460)</u>	<u>1,604,200</u>	<u>-</u>	<u>(2,099,510)</u>
713,348	(693,274)	28,297	186,609	(1,532)	(145,987)
1,509,804	1,329,662	126,759	826,731	12,460	666,837
-	-	-	-	-	-
<u>1,509,804</u>	<u>1,329,662</u>	<u>126,759</u>	<u>826,731</u>	<u>12,460</u>	<u>666,837</u>
<u>\$ 2,223,152</u>	<u>\$ 636,388</u>	<u>\$ 155,056</u>	<u>\$ 1,013,340</u>	<u>\$ 10,928</u>	<u>\$ 520,850</u>

**City of Lathrop**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the year ended June 30, 2024**

	Special Revenue Funds			
	Transit LTF	Streets and Roads	Federal Grant	Historic Lathrop Loan Program (HLLP)
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	1,617,867	877,707	179,285	-
Charges for services	-	-	-	-
Use of money and property	28,583	32,297	-	10,976
Fines and forfeitures	-	-	-	-
Developer participation	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<b>1,646,450</b>	<b>910,004</b>	<b>179,285</b>	<b>10,976</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	-
Community development	-	-	-	-
Culture and leisure	-	-	162,464	-
Public works	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>162,464</b>	<b>-</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,646,450</b>	<b>910,004</b>	<b>16,821</b>	<b>10,976</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	-
Transfers out	-	(1,208,138)	(16,821)	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(1,208,138)</b>	<b>(16,821)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>1,646,450</b>	<b>(298,134)</b>	<b>-</b>	<b>10,976</b>
<b>FUND BALANCES:</b>				
Beginning of year	674,617	767,528	53	255,592
Restatement	-	-	-	-
Beginning of year, as restated	674,617	767,528	53	255,592
End of year	\$ 2,321,067	\$ 469,394	\$ 53	\$ 266,568



Special Revenue Funds

Storm Drain	Street Light	AB939 Recycling	Community Development Block Grant	Scholarship Fund	COPS
\$ -	\$ -	\$ 390,966	\$ -	\$ -	\$ -
-	-	41,650	-	-	-
-	-	98,934	170,302	1,830	186,159
-	103	-	-	-	-
13,839	62,891	69,288	1,091	1,177	19,333
352,702	1,195,079	-	-	-	-
-	-	-	-	-	-
-	2,821	-	-	2,111	-
<u>366,541</u>	<u>1,260,894</u>	<u>600,838</u>	<u>171,393</u>	<u>5,118</u>	<u>205,492</u>
-	252,074	-	-	-	10,444
-	-	-	-	-	-
-	-	94,648	-	-	-
401,688	862,987	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
<u>401,688</u>	<u>1,115,061</u>	<u>94,648</u>	<u>-</u>	<u>-</u>	<u>10,444</u>
(35,147)	145,833	506,190	171,393	5,118	195,048
147,700	33,800	-	-	-	-
(80,480)	(183,210)	(30,680)	(135,457)	(4,373)	(150,000)
<u>67,220</u>	<u>(149,410)</u>	<u>(30,680)</u>	<u>(135,457)</u>	<u>(4,373)</u>	<u>(150,000)</u>
32,073	(3,577)	475,510	35,936	745	45,048
337,311	1,407,755	1,386,731	73,122	24,183	334,518
-	-	-	-	-	-
<u>337,311</u>	<u>1,407,755</u>	<u>1,386,731</u>	<u>73,122</u>	<u>24,183</u>	<u>334,518</u>
<u>\$ 369,384</u>	<u>\$ 1,404,178</u>	<u>\$ 1,862,241</u>	<u>\$ 109,058</u>	<u>\$ 24,928</u>	<u>\$ 379,566</u>

**City of Lathrop**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the year ended June 30, 2024**

	Special Revenue Funds			
	RTIF San Joaquin County	RTIF Lathrop Local West	RTIF SJCOG	RTIF Lathrop Local East
<b>REVENUES:</b>				
Taxes and assessments	\$ 314,014	\$ 2,268,642	\$ 471,021	\$ 39,357
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	4,162	603,593	6,242	126,140
Fines and forfeitures	-	-	-	-
Developer participation	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<b>318,176</b>	<b>2,872,235</b>	<b>477,263</b>	<b>165,497</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	-
Community development	-	-	-	-
Culture and leisure	-	-	-	-
Public works	318,368	7,467	477,551	2,106
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<b>318,368</b>	<b>7,467</b>	<b>477,551</b>	<b>2,106</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(192)</b>	<b>2,864,768</b>	<b>(288)</b>	<b>163,391</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	-
Transfers out	-	(503,406)	-	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(503,406)</b>	<b>-</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>(192)</b>	<b>2,361,362</b>	<b>(288)</b>	<b>163,391</b>
<b>FUND BALANCES:</b>				
Beginning of year	(734)	12,284,375	(1,101)	2,681,741
Restatement	-	-	-	-
Beginning of year, as restated	(734)	12,284,375	(1,101)	2,681,741
End of year	\$ (926)	\$ 14,645,737	\$ (1,389)	\$ 2,845,132

Special Revenue Funds

LMFD Measure C	State Grants	North Lathrop Transportation	Citywide Economic Dev Fee 20%	River Islands CFD 2013-1	Lathrop Land Acquisitions
\$ -	\$ -	\$ -	\$ 441,000	\$ 1,203,965	\$ -
-	-	-	-	-	-
-	142,378	-	-	-	-
-	-	-	-	-	-
11,133	-	500	160,402	26,692	634
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	395,072	-
11,133	142,378	500	601,402	1,625,729	634
4,027,342	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	31,476	-
-	-	-	-	-	-
-	-	-	-	-	-
4,027,342	-	-	-	31,476	-
(4,016,209)	142,378	500	601,402	1,594,253	634
4,023,602	-	-	-	-	-
-	(151,814)	(11,437)	-	(1,567,633)	-
4,023,602	(151,814)	(11,437)	-	(1,567,633)	-
7,393	(9,436)	(10,937)	601,402	26,620	634
1,020,114	68,235	11,587	3,297,107	119,324	1,257
-	-	-	-	-	-
1,020,114	68,235	11,587	3,297,107	119,324	1,257
\$ 1,027,507	\$ 58,799	\$ 650	\$ 3,898,509	\$ 145,944	\$ 1,891

**City of Lathrop**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the year ended June 30, 2024**

	Special Revenue Funds			
	ULOP RD-17 Levee Impact	DWR Grant - ULOP Project	CLSP Off-Site Roadway Improvement	South Lathrop CFD 2019-1
<b>REVENUES:</b>				
Taxes and assessments	\$ 1,715,074	\$ -	\$ 77,265	\$ 564,338
Licenses and permits	-	-	-	-
Intergovernmental	-	566,609	-	-
Charges for services	-	-	-	-
Use of money and property	(63)	-	8,376	64,490
Fines and forfeitures	-	-	-	-
Developer participation	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<b>1,715,011</b>	<b>566,609</b>	<b>85,641</b>	<b>628,828</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	-
Community development	-	-	-	-
Culture and leisure	-	-	-	-
Public works	1,715,074	-	-	158,205
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<b>1,715,074</b>	<b>-</b>	<b>-</b>	<b>158,205</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(63)</b>	<b>566,609</b>	<b>85,641</b>	<b>470,623</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	-
Transfers out	-	(527,985)	-	(64,230)
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(527,985)</b>	<b>-</b>	<b>(64,230)</b>
<b>Net change in fund balances</b>	<b>(63)</b>	<b>38,624</b>	<b>85,641</b>	<b>406,393</b>
<b>FUND BALANCES:</b>				
Beginning of year	(2,952)	3	163,855	1,302,303
Restatement	-	-	-	-
Beginning of year, as restated	(2,952)	3	163,855	1,302,303
End of year	\$ (3,015)	\$ 38,627	\$ 249,496	\$ 1,708,696

Special Revenue Funds				Capital Project Funds		
Central Lathrop CFD 2019-2	Stewart Economic Dev Fee 80%	TOT Trust	Gateway Business Park	Streets and Roads	Storm Drain	
\$ 1,746,783	\$ -	\$ -	\$ 141,655	\$ -	\$ -	
-	-	-	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
19,430	6,401	60,429	9,817	517,885	42,124	
-	-	-	-	-	-	
-	-	-	-	-	-	
14,702	-	-	-	-	-	
1,780,915	6,401	60,429	151,472	517,885	42,124	
-	-	-	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
947,729	-	-	22,067	26,571	-	
-	-	-	-	6,526,436	-	
-	-	-	-	-	-	
947,729	-	-	22,067	6,553,007	-	
833,186	6,401	60,429	129,405	(6,035,122)	42,124	
-	-	-	-	16,577,944	70,000	
(175,380)	-	-	(510)	-	-	
(175,380)	-	-	(510)	16,577,944	70,000	
657,806	6,401	60,429	128,895	10,542,822	112,124	
290,172	8,393	1,295,269	187,328	-	902,887	
-	-	-	-	11,288,788	-	
290,172	8,393	1,295,269	187,328	11,288,788	902,887	
\$ 947,978	\$ 14,794	\$ 1,355,698	\$ 316,223	\$ 21,831,610	\$ 1,015,011	

**City of Lathrop**  
**Combining Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Nonmajor Governmental Funds**  
**For the year ended June 30, 2024**

	Capital Project Funds	Total Nonmajor Governmental Funds
	Park in Lieu	
<b>REVENUES:</b>		
Taxes and assessments	\$ 1,300,058	\$ 13,998,234
Licenses and permits	-	41,650
Intergovernmental	-	7,633,179
Charges for services	-	9,010,273
Use of money and property	93,071	3,833,289
Fines and forfeitures	-	1,577,103
Developer participation	-	4,198,195
Miscellaneous	-	600,389
<b>Total revenues</b>	<b>1,393,129</b>	<b>40,892,312</b>
<b>EXPENDITURES:</b>		
Current:		
Public safety	-	4,298,722
Community development	-	95
Culture and leisure	-	257,112
Public works	-	11,762,750
Capital outlay	-	6,960,890
Debt service:		
Interest and fiscal charges	-	159,854
<b>Total expenditures</b>	<b>-</b>	<b>23,439,423</b>
<b>REVENUES OVER (UNDER)</b>		
<b>EXPENDITURES</b>	<b>1,393,129</b>	<b>17,452,889</b>
<b>OTHER FINANCING SOURCES (USES):</b>		
Transfers in	-	22,749,846
Transfers out	-	(15,966,603)
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>6,783,243</b>
<b>Net change in fund balances</b>	<b>1,393,129</b>	<b>24,236,132</b>
<b>FUND BALANCES:</b>		
Beginning of year	1,734,092	45,911,516
Restatement	-	28,972,303
Beginning of year, as restated	1,734,092	74,883,819
End of year	<b>\$ 3,127,221</b>	<b>\$ 99,119,951</b>

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Developer Projects

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 172,879	\$ 172,879
Developer participation	23,190,000	26,689,325	3,879,100	(22,810,225)
<b>Total revenues</b>	<b>23,190,000</b>	<b>26,689,325</b>	<b>4,051,979</b>	<b>(22,637,346)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(23,194,830)	(26,694,155)	(3,883,930)	22,810,225
<b>Total other financing sources (uses)</b>	<b>(23,194,830)</b>	<b>(26,694,155)</b>	<b>(3,883,930)</b>	<b>22,810,225</b>
<b>Net change in fund balances</b>	<b>\$ (4,830)</b>	<b>\$ (4,830)</b>	<b>168,049</b>	<b>\$ 172,879</b>
<b>FUND BALANCES:</b>				
Beginning of year			462,646	
End of year			<u>\$ 630,695</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Building Safety & Inspection

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Licenses and permits	\$ 1,938,730	\$ 1,938,730	\$ -	\$ (1,938,730)
Charges for services	1,685,701	1,685,701	4,895,955	3,210,254
Use of money and property	-	-	727,786	727,786
Miscellaneous	60,000	60,000	5,303	(54,697)
<b>Total revenues</b>	<b>3,684,431</b>	<b>3,684,431</b>	<b>5,629,044</b>	<b>1,944,613</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	2,911,733	3,170,386	2,266,250	904,136
Capital outlay	60,000	64,883	42	64,841
<b>Total expenditures</b>	<b>2,971,733</b>	<b>3,235,269</b>	<b>2,266,292</b>	<b>968,977</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>712,698</b>	<b>449,162</b>	<b>3,362,752</b>	<b>2,913,590</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	40,000	-	(40,000)
Transfers out	(633,230)	(633,230)	(633,230)	-
<b>Total other financing sources (uses)</b>	<b>(633,230)</b>	<b>(593,230)</b>	<b>(633,230)</b>	<b>(40,000)</b>
<b>Net change in fund balances</b>	<b>\$ 79,468</b>	<b>\$ (144,068)</b>	<b>2,729,522</b>	<b>\$ 2,873,590</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
Restatement			14,661,614	
Beginning of year, as restated			14,661,614	
End of year			<u>\$ 17,391,136</u>	



# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Developer Engineering

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Charges for services	\$ 2,067,120	\$ 2,067,120	\$ 4,114,275	\$ 2,047,155
Use of money and property	-	-	616,145	616,145
Miscellaneous	-	-	125,551	125,551
<b>Total revenues</b>	<b>2,067,120</b>	<b>2,067,120</b>	<b>4,855,971</b>	<b>2,788,851</b>
<b>EXPENDITURES:</b>				
Current:				
Community development	3,000	2,200	95	2,105
Public works	2,498,968	2,792,782	2,094,932	697,850
Capital outlay	60,000	60,000	-	60,000
<b>Total expenditures</b>	<b>2,561,968</b>	<b>2,854,982</b>	<b>2,095,027</b>	<b>759,955</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(494,848)</b>	<b>(787,862)</b>	<b>2,760,944</b>	<b>3,548,806</b>
<b>Net change in fund balances</b>	<b>\$ (494,848)</b>	<b>\$ (787,862)</b>	<b>2,760,944</b>	<b>\$ 3,548,806</b>
<b>FUND BALANCES:</b>				
Beginning of year			10,756,773	
End of year			<b>\$ 15,299,691</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Developer Deposits

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Charges for services	\$ -	\$ -	\$ (60)	\$ (60)
Use of money and property	19,100	19,100	59,704	40,604
Developer participation	1,161,900	1,425,451	319,095	(1,106,356)
<b>Total revenues</b>	<b>1,181,000</b>	<b>1,444,551</b>	<b>378,739</b>	<b>(1,065,812)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	186,900	453,940	257,122	196,818
Capital outlay	834,100	834,100	-	834,100
Debt service:				
Interest and fiscal charges	160,000	160,000	159,854	146
<b>Total expenditures</b>	<b>1,181,000</b>	<b>1,448,040</b>	<b>416,976</b>	<b>1,030,918</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(3,489)</b>	<b>(38,237)</b>	<b>(34,748)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (3,489)</b>	<b>(38,237)</b>	<b>\$ (34,748)</b>
<b>FUND BALANCES:</b>				
Beginning of year			(404,821)	
End of year			<u>\$ 796,869</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Landscape Maintenance

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 3,381,539	\$ 3,381,539	\$ 3,324,096	\$ (57,443)
Use of money and property	6,500	6,500	104,635	98,135
Miscellaneous	-	-	393	393
<b>Total revenues</b>	<b>3,388,039</b>	<b>3,388,039</b>	<b>3,429,124</b>	<b>41,085</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	1,306,102	1,502,304	1,087,076	415,228
Capital outlay	32,000	32,000	-	32,000
<b>Total expenditures</b>	<b>1,338,102</b>	<b>1,534,304</b>	<b>1,087,076</b>	<b>447,228</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>2,049,937</b>	<b>1,853,735</b>	<b>2,342,048</b>	<b>488,313</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	46,800	46,800	46,800	-
Transfers out	(1,675,500)	(1,675,500)	(1,675,500)	-
<b>Total other financing sources (uses)</b>	<b>(1,628,700)</b>	<b>(1,628,700)</b>	<b>(1,628,700)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 421,237</b>	<b>\$ 225,035</b>	<b>713,348</b>	<b>\$ 488,313</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,509,804	
End of year			<u>\$ 2,223,152</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Gas Tax For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 1,667,644	\$ 1,667,644	\$ 1,839,941	\$ 172,297
Use of money and property	-	-	71,393	71,393
<b>Total revenues</b>	<b>1,667,644</b>	<b>1,667,644</b>	<b>1,911,334</b>	<b>243,690</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(2,762,600)	(2,762,600)	(2,604,608)	157,992
<b>Total other financing sources (uses)</b>	<b>(2,762,600)</b>	<b>(2,762,600)</b>	<b>(2,604,608)</b>	<b>157,992</b>
<b>Net change in fund balances</b>	<b>\$ (1,094,956)</b>	<b>\$ (1,094,956)</b>	<b>(693,274)</b>	<b>\$ 401,682</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,329,662	
End of year			<b>\$ 636,388</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Traffic Safety

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 6,110	\$ 6,110
Fines and forfeitures	30,000	30,000	29,322	(678)
<b>Total revenues</b>	<b>30,000</b>	<b>30,000</b>	<b>35,432</b>	<b>5,432</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	29,850	29,850	4,675	25,175
Capital outlay	30,000	30,000	-	30,000
<b>Total expenditures</b>	<b>59,850</b>	<b>59,850</b>	<b>4,675</b>	<b>55,175</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(29,850)</b>	<b>(29,850)</b>	<b>30,757</b>	<b>60,607</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(2,460)	(2,460)	(2,460)	-
<b>Total other financing sources (uses)</b>	<b>(2,460)</b>	<b>(2,460)</b>	<b>(2,460)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (32,310)</b>	<b>\$ (32,310)</b>	<b>28,297</b>	<b>\$ 60,607</b>
<b>FUND BALANCES:</b>				
Beginning of year			126,759	
End of year			<u>\$ 155,056</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Local Street

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 46,447	\$ 46,447
Miscellaneous	-	12,000	54,436	42,436
<b>Total revenues</b>	<b>-</b>	<b>12,000</b>	<b>100,883</b>	<b>88,883</b>
<b>EXPENDITURES:</b>				
<b>Current:</b>				
Public works	1,408,832	1,654,751	1,084,062	570,689
Capital outlay	421,500	458,214	434,412	23,802
<b>Total expenditures</b>	<b>1,830,332</b>	<b>2,112,965</b>	<b>1,518,474</b>	<b>594,491</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,830,332)</b>	<b>(2,100,965)</b>	<b>(1,417,591)</b>	<b>683,374</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	1,850,000	1,850,000	1,850,000	-
Transfers out	(245,800)	(245,800)	(245,800)	-
<b>Total other financing sources (uses)</b>	<b>1,604,200</b>	<b>1,604,200</b>	<b>1,604,200</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (226,132)</b>	<b>\$ (496,765)</b>	<b>186,609</b>	<b>\$ 683,374</b>
<b>FUND BALANCES:</b>				
Beginning of year			826,731	
End of year			<u>\$ 1,013,340</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Public Nuisance

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 487	\$ 487
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>487</b>	<b>487</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	-	1,927	2,019	(92)
<b>Total expenditures</b>	<b>-</b>	<b>1,927</b>	<b>2,019</b>	<b>(92)</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>-</b>	<b>(1,927)</b>	<b>(1,532)</b>	<b>395</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (1,927)</b>	<b>(1,532)</b>	<b>\$ 395</b>
<b>FUND BALANCES:</b>				
Beginning of year			12,460	
End of year			<u>\$ 10,928</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Measure K

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 2,062,310	\$ 2,062,310	\$ 1,926,755	\$ (135,555)
Use of money and property	-	-	26,768	26,768
<b>Total revenues</b>	<b>2,062,310</b>	<b>2,062,310</b>	<b>1,953,523</b>	<b>(108,787)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(2,224,833)	(2,258,497)	(2,099,510)	158,987
<b>Total other financing sources (uses)</b>	<b>(2,224,833)</b>	<b>(2,258,497)</b>	<b>(2,099,510)</b>	<b>158,987</b>
<b>Net change in fund balances</b>	<b>\$ (162,523)</b>	<b>\$ (196,187)</b>	<b>(145,987)</b>	<b>\$ 50,200</b>
<b>FUND BALANCES:</b>				
Beginning of year			666,837	
End of year			<u>\$ 520,850</u>	



# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Transit LTF

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 1,632,812	\$ 1,632,812	1,617,867	\$ (14,945)
Use of money and property	-	-	28,583	28,583
<b>Total revenues</b>	<b>1,632,812</b>	<b>1,632,812</b>	<b>1,646,450</b>	<b>13,638</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(500,000)	(500,000)	-	500,000
<b>Total other financing sources (uses)</b>	<b>(500,000)</b>	<b>(500,000)</b>	<b>-</b>	<b>500,000</b>
<b>Net change in fund balances</b>	<b>\$ 1,132,812</b>	<b>\$ 1,132,812</b>	<b>1,646,450</b>	<b>\$ 513,638</b>
<b>FUND BALANCES:</b>				
Beginning of year			674,617	
End of year			<u>\$ 2,321,067</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Streets and Roads For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 2,203,106	\$ 2,203,106	\$ 877,707	\$ (1,325,399)
Use of money and property	-	-	32,297	32,297
<b>Total revenues</b>	<b>2,203,106</b>	<b>2,203,106</b>	<b>910,004</b>	<b>(1,293,102)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(2,283,471)	(2,683,768)	(1,208,138)	1,475,630
<b>Total other financing sources (uses)</b>	<b>(2,283,471)</b>	<b>(2,683,768)</b>	<b>(1,208,138)</b>	<b>1,475,630</b>
<b>Net change in fund balances</b>	<b>\$ (80,365)</b>	<b>\$ (480,662)</b>	<b>(298,134)</b>	<b>\$ 182,528</b>
<b>FUND BALANCES:</b>				
Beginning of year			767,528	
End of year			<u>\$ 469,394</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Federal Grant

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 3,164,693	\$ 4,512,608	\$ 179,285	\$ (4,333,323)
<b>Total revenues</b>	<b>3,164,693</b>	<b>4,512,608</b>	<b>179,285</b>	<b>(4,333,323)</b>
<b>EXPENDITURES:</b>				
Current:				
Culture and leisure	-	-	162,464	(162,464)
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>162,464</b>	<b>(162,464)</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>3,164,693</b>	<b>4,512,608</b>	<b>16,821</b>	<b>(4,495,787)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(3,164,693)	(4,349,335)	(16,821)	4,332,514
<b>Total other financing sources (uses)</b>	<b>(3,164,693)</b>	<b>(4,349,335)</b>	<b>(16,821)</b>	<b>4,332,514</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ 163,273</b>	<b>-</b>	<b>\$ (163,273)</b>
<b>FUND BALANCES:</b>				
Beginning of year			53	
End of year			<u>\$ 53</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Historic Lathrop Loan Program (HLLP) For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 10,976	\$ 10,976
<b>Total revenues</b>	-	-	10,976	10,976
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	10,976	<u>\$ 10,976</u>
<b>FUND BALANCES:</b>				
Beginning of year			255,592	
End of year			<u>\$ 266,568</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Storm Drain

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 13,839	\$ 13,839
Fines and forfeitures	352,503	352,503	352,702	199
<b>Total revenues</b>	<b>352,503</b>	<b>352,503</b>	<b>366,541</b>	<b>14,038</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	488,246	525,500	401,688	123,812
<b>Total expenditures</b>	<b>488,246</b>	<b>525,500</b>	<b>401,688</b>	<b>123,812</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(135,743)</b>	<b>(172,997)</b>	<b>(35,147)</b>	<b>137,850</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	147,700	147,700	147,700	-
Transfers out	(80,480)	(80,480)	(80,480)	-
<b>Total other financing sources (uses)</b>	<b>67,220</b>	<b>67,220</b>	<b>67,220</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (68,523)</b>	<b>\$ (105,777)</b>	<b>32,073</b>	<b>\$ 137,850</b>
<b>FUND BALANCES:</b>				
Beginning of year			337,311	
End of year			<u>\$ 369,384</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Street Light

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Charges for services	\$ -	\$ -	\$ 103	\$ 103
Use of money and property	-	-	62,891	62,891
Fines and forfeitures	1,194,922	1,194,922	1,195,079	157
Miscellaneous	-	-	2,821	2,821
<b>Total revenues</b>	<b>1,194,922</b>	<b>1,194,922</b>	<b>1,260,894</b>	<b>65,972</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	198,592	315,562	252,074	63,488
Public works	937,282	1,049,598	862,987	186,611
<b>Total expenditures</b>	<b>1,135,874</b>	<b>1,365,160</b>	<b>1,115,061</b>	<b>250,099</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>59,048</b>	<b>(170,238)</b>	<b>145,833</b>	<b>316,071</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	33,800	33,800	33,800	-
Transfers out	(183,210)	(183,210)	(183,210)	-
<b>Total other financing sources (uses)</b>	<b>(149,410)</b>	<b>(149,410)</b>	<b>(149,410)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (90,362)</b>	<b>\$ (319,648)</b>	<b>(3,577)</b>	<b>\$ 316,071</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,407,755	
End of year			<b>\$ 1,404,178</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### AB939 Recycling

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 170,000	\$ 170,000	\$ 390,966	\$ 220,966
Licenses and permits	-	-	41,650	41,650
Intergovernmental	-	-	98,934	98,934
Use of money and property	-	-	69,288	69,288
<b>Total revenues</b>	<b>170,000</b>	<b>170,000</b>	<b>600,838</b>	<b>430,838</b>
<b>EXPENDITURES:</b>				
Current:				
Culture and leisure	105,220	129,620	94,648	34,972
<b>Total expenditures</b>	<b>105,220</b>	<b>129,620</b>	<b>94,648</b>	<b>34,972</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>64,780</b>	<b>40,380</b>	<b>506,190</b>	<b>465,810</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(30,680)	(30,680)	(30,680)	-
<b>Total other financing sources (uses)</b>	<b>(30,680)</b>	<b>(30,680)</b>	<b>(30,680)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 34,100</b>	<b>\$ 9,700</b>	<b>475,510</b>	<b>\$ 465,810</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,386,731	
End of year			<b>\$ 1,862,241</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Community Development Block Grant For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 217,450	\$ 239,579	\$ 170,302	\$ (69,277)
Use of money and property	-	-	1,091	1,091
<b>Total revenues</b>	<b>217,450</b>	<b>239,579</b>	<b>171,393</b>	<b>(68,186)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(217,447)	(239,576)	(135,457)	104,119
<b>Total other financing sources (uses)</b>	<b>(217,447)</b>	<b>(239,576)</b>	<b>(135,457)</b>	<b>104,119</b>
<b>Net change in fund balances</b>	<b>\$ 3</b>	<b>\$ 3</b>	<b>35,936</b>	<b>\$ 35,933</b>
<b>FUND BALANCES:</b>				
Beginning of year			73,122	
End of year			<u>\$ 109,058</u>	



# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Scholarship Fund

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 9,450	\$ 9,450	\$ 1,830	\$ (7,620)
Use of money and property	-	-	1,177	1,177
Miscellaneous	-	-	2,111	2,111
<b>Total revenues</b>	<b>9,450</b>	<b>9,450</b>	<b>5,118</b>	<b>(4,332)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(9,450)	(9,450)	(4,373)	5,077
<b>Total other financing sources (uses)</b>	<b>(9,450)</b>	<b>(9,450)</b>	<b>(4,373)</b>	<b>5,077</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>745</b>	<b>\$ 745</b>
<b>FUND BALANCES:</b>				
Beginning of year			24,183	
End of year			<u>\$ 24,928</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual COPS

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 150,000	\$ 150,000	\$ 186,159	\$ 36,159
Use of money and property	-	-	19,333	19,333
<b>Total revenues</b>	<b>150,000</b>	<b>150,000</b>	<b>205,492</b>	<b>55,492</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	100,000	110,445	10,444	100,001
<b>Total expenditures</b>	<b>100,000</b>	<b>110,445</b>	<b>10,444</b>	<b>100,001</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>50,000</b>	<b>39,555</b>	<b>195,048</b>	<b>155,493</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(100,000)	(150,000)	(150,000)	-
<b>Total other financing sources (uses)</b>	<b>(100,000)</b>	<b>(150,000)</b>	<b>(150,000)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (50,000)</b>	<b>\$ (110,445)</b>	<b>45,048</b>	<b>\$ 155,493</b>
<b>FUND BALANCES:</b>				
Beginning of year			334,518	
End of year			<b>\$ 379,566</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### RTIF San Joaquin County

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 354,171	\$ 354,171	\$ 314,014	\$ (40,157)
Use of money and property	-	-	4,162	4,162
<b>Total revenues</b>	<b>354,171</b>	<b>354,171</b>	<b>318,176</b>	<b>(35,995)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	354,171	354,171	318,368	35,803
<b>Total expenditures</b>	<b>354,171</b>	<b>354,171</b>	<b>318,368</b>	<b>35,803</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>-</b>	<b>(192)</b>	<b>(192)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(192)</b>	<b>\$ (192)</b>
<b>FUND BALANCES:</b>				
Beginning of year			(734)	
End of year			<b>\$ (926)</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### RTIF Lathrop Local West

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 2,324,411	\$ 2,324,411	\$ 2,268,642	\$ (55,769)
Use of money and property	-	-	603,593	603,593
<b>Total revenues</b>	<b>2,324,411</b>	<b>2,324,411</b>	<b>2,872,235</b>	<b>547,824</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	6,000	6,000	7,467	(1,467)
<b>Total expenditures</b>	<b>6,000</b>	<b>6,000</b>	<b>7,467</b>	<b>(1,467)</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>2,318,411</b>	<b>2,318,411</b>	<b>2,864,768</b>	<b>546,357</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(503,406)	(503,406)	(503,406)	-
<b>Total other financing sources (uses)</b>	<b>(503,406)</b>	<b>(503,406)</b>	<b>(503,406)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 1,815,005</b>	<b>\$ 1,815,005</b>	<b>2,361,362</b>	<b>\$ 546,357</b>
<b>FUND BALANCES:</b>				
Beginning of year			12,284,375	
End of year			<b>\$ 14,645,737</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### RTIF SJCOG

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 531,257	\$ 531,257	\$ 471,021	\$ (60,236)
Use of money and property	-	-	6,242	6,242
<b>Total revenues</b>	<b>531,257</b>	<b>531,257</b>	<b>477,263</b>	<b>(53,994)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	531,257	531,257	477,551	53,706
<b>Total expenditures</b>	<b>531,257</b>	<b>531,257</b>	<b>477,551</b>	<b>53,706</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	-	-	(288)	(288)
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(288)</b>	<b>\$ (288)</b>
<b>FUND BALANCES:</b>				
Beginning of year			(1,101)	
End of year			<b>\$ (1,389)</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### RTIF Lathrop Local East

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 278,745	\$ 278,745	\$ 39,357	\$ (239,388)
Use of money and property	-	-	126,140	126,140
<b>Total revenues</b>	<b>278,745</b>	<b>278,745</b>	<b>165,497</b>	<b>(113,248)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	5,000	5,000	2,106	2,894
<b>Total expenditures</b>	<b>5,000</b>	<b>5,000</b>	<b>2,106</b>	<b>2,894</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>273,745</b>	<b>273,745</b>	<b>163,391</b>	<b>(110,354)</b>
<b>Net change in fund balances</b>	<b>\$ 273,745</b>	<b>\$ 273,745</b>	<b>163,391</b>	<b>\$ (110,354)</b>
<b>FUND BALANCES:</b>				
Beginning of year			2,681,741	
End of year			<b>\$ 2,845,132</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### LMFD Measure C

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 11,133	\$ 11,133
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>11,133</b>	<b>11,133</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	4,000,000	4,030,850	4,027,342	3,508
<b>Total expenditures</b>	<b>4,000,000</b>	<b>4,030,850</b>	<b>4,027,342</b>	<b>3,508</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(4,000,000)</b>	<b>(4,030,850)</b>	<b>(4,016,209)</b>	<b>14,641</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	4,000,000	4,023,602	4,023,602	-
<b>Total other financing sources (uses)</b>	<b>4,000,000</b>	<b>4,023,602</b>	<b>4,023,602</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (7,248)</b>	<b>7,393</b>	<b>\$ 14,641</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,020,114	
End of year			<u>\$ 1,027,507</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual State Grants

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 1,500,000	\$ 968,811	\$ 142,378	\$ (826,433)
<b>Total revenues</b>	<b>1,500,000</b>	<b>968,811</b>	<b>142,378</b>	<b>(826,433)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(1,500,000)	(968,811)	(151,814)	816,997
<b>Total other financing sources (uses)</b>	<b>(1,500,000)</b>	<b>(968,811)</b>	<b>(151,814)</b>	<b>816,997</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(9,436)</b>	<b>\$ (9,436)</b>
<b>FUND BALANCES:</b>				
Beginning of year			68,235	
End of year			<u>\$ 58,799</u>	



# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### North Lathrop Transportation

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 500	\$ 500
Developer participation	1,227,361	1,227,361	-	(1,227,361)
<b>Total revenues</b>	<b>1,227,361</b>	<b>1,227,361</b>	<b>500</b>	<b>(1,226,861)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(11,437)	(11,437)	(11,437)	-
<b>Total other financing sources (uses)</b>	<b>(11,437)</b>	<b>(11,437)</b>	<b>(11,437)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 1,215,924</b>	<b>\$ 1,215,924</b>	<b>(10,937)</b>	<b>\$ (1,226,861)</b>
<b>FUND BALANCES:</b>				
Beginning of year			11,587	
End of year			<u>\$ 650</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Citywide Economic Dev Fee 20%

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 453,000	\$ 453,000	\$ 441,000	\$ (12,000)
Use of money and property	-	-	160,402	160,402
<b>Total revenues</b>	<b>453,000</b>	<b>453,000</b>	<b>601,402</b>	<b>148,402</b>
<b>Net change in fund balances</b>	<b>\$ 453,000</b>	<b>\$ 453,000</b>	<b>601,402</b>	<b>\$ 148,402</b>
<b>FUND BALANCES:</b>				
Beginning of year			3,297,107	
End of year			<u>\$ 3,898,509</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### River Islands CFD 2013-1

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 1,148,350	\$ 1,203,965	\$ 1,203,965	\$ -
Use of money and property	-	24,678	26,692	2,014
Miscellaneous	120,000	1,036,810	395,072	(641,738)
<b>Total revenues</b>	<b>1,268,350</b>	<b>2,265,453</b>	<b>1,625,729</b>	<b>(639,724)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	19,800	32,389	31,476	913
<b>Total expenditures</b>	<b>19,800</b>	<b>32,389</b>	<b>31,476</b>	<b>913</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>1,248,550</b>	<b>2,233,064</b>	<b>1,594,253</b>	<b>(638,811)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(1,250,890)	(1,567,633)	(1,567,633)	-
<b>Total other financing sources (uses)</b>	<b>(1,250,890)</b>	<b>(1,567,633)</b>	<b>(1,567,633)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (2,340)</b>	<b>\$ 665,431</b>	<b>26,620</b>	<b>\$ (638,811)</b>
<b>FUND BALANCES:</b>				
Beginning of year			119,324	
End of year			<b>\$ 145,944</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Lathrop Land Acquisitions For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 634	\$ 634
<b>Total revenues</b>	-	-	634	634
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	634	<u>\$ 634</u>
<b>FUND BALANCES:</b>				
Beginning of year			1,257	
End of year			<u>\$ 1,891</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### ULOP RD-17 Levee Impact

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 2,548,406	\$ 2,548,406	\$ 1,715,074	\$ (833,332)
Use of money and property	-	-	(63)	(63)
<b>Total revenues</b>	<b>2,548,406</b>	<b>2,548,406</b>	<b>1,715,011</b>	<b>(833,395)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	-	-	1,715,074	(1,715,074)
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>1,715,074</b>	<b>(1,715,074)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>2,548,406</b>	<b>2,548,406</b>	<b>(63)</b>	<b>(2,548,469)</b>
<b>Net change in fund balances</b>	<b>\$ 2,548,406</b>	<b>\$ 2,548,406</b>	<b>(63)</b>	<b>\$ (2,548,469)</b>
<b>FUND BALANCES:</b>				
Beginning of year			(2,952)	
End of year			\$ (3,015)	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### DWR Grant - ULOP Project

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 1,500,000	\$ 566,609	\$ (933,391)
<b>Total revenues</b>	-	1,500,000	566,609	(933,391)
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	-	(1,500,000)	(527,985)	972,015
<b>Total other financing sources (uses)</b>	-	(1,500,000)	(527,985)	972,015
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>38,624</b>	<b>\$ 38,624</b>
<b>FUND BALANCES:</b>				
Beginning of year			3	
Restatement			-	
Beginning of year, as restated			3	
End of year			<u>\$ 38,627</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### CLSP Off-Site Roadway Improvement

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 43,634	\$ 43,634	\$ 77,265	\$ 33,631
Use of money and property	-	-	8,376	8,376
<b>Total revenues</b>	<b>43,634</b>	<b>43,634</b>	<b>85,641</b>	<b>42,007</b>
<b>Net change in fund balances</b>	<b>\$ 43,634</b>	<b>\$ 43,634</b>	<b>85,641</b>	<b>\$ 42,007</b>
<b>FUND BALANCES:</b>				
Beginning of year			163,855	
End of year			<u>\$ 249,496</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### South Lathrop CFD 2019-1

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 564,350	\$ 564,350	\$ 564,338	\$ (12)
Use of money and property	-	-	64,490	64,490
<b>Total revenues</b>	<b>564,350</b>	<b>564,350</b>	<b>628,828</b>	<b>64,478</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	362,817	371,448	158,205	213,243
Capital outlay	50,000	50,000	-	50,000
<b>Total expenditures</b>	<b>412,817</b>	<b>421,448</b>	<b>158,205</b>	<b>263,243</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>151,533</b>	<b>142,902</b>	<b>470,623</b>	<b>327,721</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(64,230)	(64,230)	(64,230)	-
<b>Total other financing sources (uses)</b>	<b>(64,230)</b>	<b>(64,230)</b>	<b>(64,230)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 87,303</b>	<b>\$ 78,672</b>	<b>406,393</b>	<b>\$ 327,721</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,302,303	
End of year			<b>\$ 1,708,696</b>	



# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Central Lathrop CFD 2019-2

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 2,415,900	\$ 1,746,783	\$ 1,746,783	\$ -
Use of money and property	-	-	19,430	19,430
Miscellaneous	-	-	14,702	14,702
<b>Total revenues</b>	<b>2,415,900</b>	<b>1,746,783</b>	<b>1,780,915</b>	<b>34,132</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	1,222,771	1,295,822	947,729	348,093
<b>Total expenditures</b>	<b>1,222,771</b>	<b>1,295,822</b>	<b>947,729</b>	<b>348,093</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,193,129</b>	<b>450,961</b>	<b>833,186</b>	<b>382,225</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(175,380)	(175,380)	(175,380)	-
<b>Total other financing sources (uses)</b>	<b>(175,380)</b>	<b>(175,380)</b>	<b>(175,380)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 1,017,749</b>	<b>\$ 275,581</b>	<b>657,806</b>	<b>\$ 382,225</b>
<b>FUND BALANCES:</b>				
Beginning of year			290,172	
End of year			<b>\$ 947,978</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Stewart Economic Dev Fee 80%

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 6,401	\$ 6,401
<b>Total revenues</b>	-	-	6,401	6,401
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	6,401	<u>\$ 6,401</u>
<b>FUND BALANCES:</b>				
Beginning of year			8,393	
End of year			<u>\$ 14,794</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### TOT Trust

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	-	-	60,429	60,429
<b>Total revenues</b>	-	-	60,429	60,429
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	60,429	<b>\$ 60,429</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,295,269	
End of year			<b>\$ 1,355,698</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Gateway Business Park

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 156,300	\$ 156,300	\$ 141,655	\$ (14,645)
Use of money and property	-	-	9,817	9,817
<b>Total revenues</b>	<b>156,300</b>	<b>156,300</b>	<b>151,472</b>	<b>(4,828)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	88,092	88,443	22,067	66,376
<b>Total expenditures</b>	<b>88,092</b>	<b>88,443</b>	<b>22,067</b>	<b>66,376</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>68,208</b>	<b>67,857</b>	<b>129,405</b>	<b>61,548</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(510)	(510)	(510)	-
<b>Total other financing sources (uses)</b>	<b>(510)</b>	<b>(510)</b>	<b>(510)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 67,698</b>	<b>\$ 67,347</b>	<b>128,895</b>	<b>\$ 61,548</b>
<b>FUND BALANCES:</b>				
Beginning of year			187,328	
End of year			<b>\$ 316,223</b>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Streets and Roads

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 517,885	\$ 517,885
<b>Total revenues</b>	-	-	517,885	517,885
<b>EXPENDITURES:</b>				
Current:				
Public works	-	26,571	26,571	-
Capital outlay	24,752,109	33,140,736	6,526,436	26,614,300
<b>Total expenditures</b>	24,752,109	33,167,307	6,553,007	26,614,300
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	(24,752,109)	(33,167,307)	(6,035,122)	27,132,185
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	14,007,553	22,153,425	16,577,944	(5,575,481)
<b>Total other financing sources (uses)</b>	14,007,553	22,153,425	16,577,944	(5,575,481)
<b>Net change in fund balances</b>	\$ (10,744,556)	\$ (11,013,882)	10,542,822	\$ 21,556,704
<b>FUND BALANCES:</b>				
Beginning of year			-	
Restatement			11,288,788	
Beginning of year, as restated			11,288,788	
End of year			\$ 21,831,610	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Storm Drain

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 42,124	\$ 42,124
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>42,124</b>	<b>42,124</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	545,000	545,000	-	545,000
Capital outlay	307,000	307,000	-	307,000
<b>Total expenditures</b>	<b>852,000</b>	<b>852,000</b>	<b>-</b>	<b>852,000</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(852,000)</b>	<b>(852,000)</b>	<b>42,124</b>	<b>894,124</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	70,000	70,000	70,000	-
<b>Total other financing sources (uses)</b>	<b>70,000</b>	<b>70,000</b>	<b>70,000</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (782,000)</b>	<b>\$ (782,000)</b>	<b>112,124</b>	<b>\$ 894,124</b>
<b>FUND BALANCES:</b>				
Beginning of year			902,887	
End of year			<u>\$ 1,015,011</u>	

# City of Lathrop

## Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Park in Lieu

For the year ended June 30, 2024

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ 1,300,058	\$ 1,300,058
Use of money and property	-	-	93,071	93,071
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>1,393,129</b>	<b>1,393,129</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>1,393,129</b>	<b>\$ 1,393,129</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,734,092	
End of year			<u>\$ 3,127,221</u>	

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**City of Lathrop  
Custodial Funds  
Year Ended June 30, 2024**

Custodial Funds account for assets held by the City as agent for individuals governmental entities and non-public organizations. These funds include the following:

**MOSSDALE VILLAGE ASSESSMENT DISTRICT FUND**

To account for the special assessments associated with the payment of the limited-obligation improvement bonds for the Mossdale Village Assessment District.

**CROSSROADS ASSESSMENTS FUND**

To account for the special assessments associated with the payment of the limited-obligation improvement bonds for the Crossroads Assessment District.

**JOINT WASTEWATER COMMUNITY FACILITIES DISTRICT FUND**

To account for the special assessments associated with the payment of the limited-obligation improvement bonds for the Joint Wastewater Community Facilities District.

**NORTH HARLAN WATER IMPROVEMENT FUND**

To account for special assessments associated with the payment of limited obligation improvement bonds for the North Harlan Water Improvement District.

**COMMUNITY FACILITIES DISTRICT CLSP INFRASTRUCTURE FUND**

To account for special assessments associated with the infrastructure in the Central Lathrop Specific Plan area.

**SEWER ASSESSMENT DISTRICT NO.1 FUND**

To account for the special assessments associated with the payments of the limited-obligation improvement bonds for the Lathrop Sanitary Sewer Assessment District No.1.

**MOSSDALE VILLAGE REASSESSMENT 2015 - 1 FUND**

To account for the special assessments associated with the payment of bonds for the Mossdale Village District.

**MOSSDALE VILLAGE COMMUNITY FACILITIES DISTRICT 2003 - 1 FUND**

To account for the special assessments associated with the payment of bonds for the Mossdale Village District.

**City of Lathrop**  
**Combining Statement of Fiduciary Net Position**  
**Custodial Funds**  
**For the year ended June 30, 2024**

	Mossdale Village Assessment District	Crossroads Assessments	Joint Wastewater Community Facilities District	North Harlan Water Improvement
<b>ASSETS</b>				
Cash and investments	\$ 576,776	\$ 601,307	\$ 477,118	\$ 378
Receivables:				
Accrued interest	1,222	1,290	1,029	1
Restricted assets:				
Cash and investments with fiscal agents	610,880	807,194	716,600	-
<b>Total assets</b>	<b>1,188,878</b>	<b>1,409,791</b>	<b>1,194,747</b>	<b>379</b>
<b>LIABILITIES</b>				
Accounts payable	315	-	-	-
Deposits payable	-	-	-	-
<b>Total liabilities</b>	<b>315</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET POSITION</b>				
Restricted for:				
Individuals, organizations, and other governments	1,188,562	1,409,792	1,194,748	438
<b>Total Net Position</b>	<b>\$ 1,188,562</b>	<b>\$ 1,409,792</b>	<b>\$ 1,194,748</b>	<b>\$ 438</b>

Community Facilities District CLSP Infrastructure	Sewer Assessment District #1	Mossdale Village Reassessment 2015- 1	Mossdale Village CFD 2003-1	Total Custodial Funds
\$ 2,398,207	\$ 20	\$ 670,397	\$ 1,665,866	\$ 6,390,069
5,063	21	1,594	4,283	14,503
1,356,466	221,844	249,905	211,737	4,174,626
3,759,736	221,885	921,896	1,881,886	10,579,198
135	-	306	358,009	358,765
30,747	-	-	-	30,747
30,882	-	306	358,009	389,512
3,728,853	221,885	921,590	1,523,876	10,189,744
\$ 3,728,853	\$ 221,885	\$ 921,590	\$ 1,523,876	\$ 10,189,744

**City of Lathrop**  
**Combining Statement of Changes in Fiduciary Net Position**  
**Custodial Funds**  
**For the year ended June 30, 2024**

	Mossdale Village Assessment District	Crossroads Assessments	Joint Wastewater Community Facilities District	North Harlan Water Improvement
<b>ADDITIONS:</b>				
Collections for assessment districts	\$ 801,971	\$ 760,020	\$ 619,885	\$ -
Receipts from others	-	-	-	-
Investment earnings	127,591	55,943	166,544	438
<b>Total additions</b>	<b>929,562</b>	<b>815,963</b>	<b>786,429</b>	<b>438</b>
<b>DEDUCTIONS:</b>				
Administrative expenses	13,169	9,809	13,266	-
Contractual services	18,342	10,325	11,915	-
Debt service	8,006,207	730,571	973,799	-
<b>Total deductions</b>	<b>8,037,718</b>	<b>750,705</b>	<b>998,980</b>	<b>-</b>
<b>Change in net position</b>	<b>(7,108,156)</b>	<b>65,258</b>	<b>(212,551)</b>	<b>438</b>
<b>NET POSITION:</b>				
Beginning of year	8,296,718	1,344,534	1,407,299	-
End of year	<b>\$ 1,188,562</b>	<b>\$ 1,409,792</b>	<b>\$ 1,194,748</b>	<b>\$ 438</b>

Community Facilities District CLSP Infrastructure	Sewer Assessment District #1	Mossdale Village Reassessment 2015- 1	Mossdale Village CFD 2003-1	Total Custodial Funds
\$ 3,055,632	\$ 130,389	\$ 503,779	\$ 423,055	\$ 6,294,731
-	2,241	-	-	2,241
157,517	5,840	24,873	136,411	675,157
3,213,149	138,470	528,652	559,466	6,972,129
9,874	7,682	13,169	16,782	83,751
53,410	-	16,147	15,204	125,343
2,865,532	49,498	518,462	5,000,088	18,144,157
2,928,816	57,180	547,778	5,032,074	18,353,251
284,333	81,290	(19,126)	(4,472,608)	(11,381,122)
3,444,520	140,595	940,716	5,996,484	21,570,866
\$ 3,728,853	\$ 221,885	\$ 921,590	\$ 1,523,876	\$ 10,189,744

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## STATISTICAL SECTION

This part of the City's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health. In contrast to the financial section, the statistical section information is not subject to independent audit.

### **Financial Trends**

These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time:

1. Net Position by Component
2. Changes in Net Position
3. Fund Balances of Governmental Funds
4. Changes in Fund Balance of Governmental Funds

### **Revenue Capacity**

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax:

1. Property Tax Levies and Collections
2. Assessed Value and Estimated Actual Value of Taxable Property
3. Principal Property Taxpayers

### **Debt Capacity**

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future:

1. Direct and Overlapping Property Tax Rates
2. Direct and Overlapping Governments Sales Tax Rates
3. Legal Debt Margin Information
4. Outstanding Debt
5. Computation of Direct and Overlapping Debt
6. Pledged-Revenue Coverage

### **Demographic and Economic Information**

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place:

1. Demographic and Economic Statistics
2. Principal Employers

### **Operating Information**

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs:

1. Full-time and Part-time City Employees by Function
2. Operating Indicators by Function
3. Capital Asset Statistics by Function
4. Water Sold by Type of Customer
5. Water Rates
6. Ten Largest Water Customers
7. Top 25 Sales Tax Producers

### **Sources**

Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for the relevant year.

**CITY OF LATHROP**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>Governmental activities:</b>				
Net investments in capital assets	\$ 145,671,748	\$ 148,474,931	\$ 155,971,046	\$ 159,727,304
Restricted	7,733,824	10,223,760	11,858,920	10,376,172
Unrestricted	<u>35,612,693</u>	<u>38,941,548</u>	<u>47,769,952</u>	<u>52,396,920</u>
<b>Total governmental activities net position</b>	<u>\$ 189,018,265</u>	<u>\$ 197,640,239</u>	<u>\$ 215,599,918</u>	<u>\$ 222,500,396</u>
 <b>Business-type activities:</b>				
Net investments in capital assets	\$ 92,350,319	\$ 93,906,914	\$ 103,695,833	\$ 120,279,431
Restricted	2,995,846	2,698,250	1,706,637	1,650,031
Unrestricted	<u>23,944,509</u>	<u>26,437,255</u>	<u>37,146,214</u>	<u>30,919,752</u>
<b>Total business-type activities net position</b>	<u>\$ 119,290,674</u>	<u>\$ 123,042,419</u>	<u>\$ 142,548,684</u>	<u>\$ 152,849,214</u>
 <b>Primary government:</b>				
Net investments in capital assets	\$ 238,022,067	\$ 242,381,845	\$ 259,666,879	\$ 280,006,735
Restricted	10,729,670	12,922,010	13,565,557	12,026,203
Unrestricted	<u>59,557,202</u>	<u>65,378,803</u>	<u>84,916,166</u>	<u>83,316,672</u>
<b>Total Primary government net position</b>	<u>\$ 308,308,939</u>	<u>\$ 320,682,658</u>	<u>\$ 358,148,602</u>	<u>\$ 375,349,610</u>

Source: City of Lathrop, California Annual Comprehensive Financial Reports.



**CITY OF LATHROP**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 179,501,255	\$ 206,211,349	\$ 218,894,403	\$ 250,605,011	\$ 320,475,208	\$ 356,771,955
13,552,647	16,013,046	103,964,923	122,949,990	125,033,370	142,915,495
<u>72,645,973</u>	<u>87,005,385</u>	<u>33,463,086</u>	<u>47,696,013</u>	<u>59,792,854</u>	<u>84,885,678</u>
<u><u>\$ 265,699,875</u></u>	<u><u>\$ 309,229,780</u></u>	<u><u>\$ 356,322,412</u></u>	<u><u>\$ 421,251,014</u></u>	<u><u>\$ 505,301,432</u></u>	<u><u>\$ 584,573,128</u></u>
\$ 150,452,677	\$ 160,481,074	\$ 156,963,462	\$ 174,059,421	\$ 206,299,495	\$ 225,625,879
1,652,234	1,651,396	1,650,648	1,652,915	1,408,865	1,431,530
<u>34,710,083</u>	<u>43,373,359</u>	<u>62,502,764</u>	<u>70,785,536</u>	<u>72,411,962</u>	<u>78,801,938</u>
<u><u>\$ 186,814,994</u></u>	<u><u>\$ 205,505,829</u></u>	<u><u>\$ 221,116,874</u></u>	<u><u>\$ 246,497,872</u></u>	<u><u>\$ 280,120,322</u></u>	<u><u>\$ 305,859,347</u></u>
\$ 329,953,932	\$ 366,692,423	\$ 375,857,865	\$ 424,664,432	\$ 526,774,703	\$ 582,397,834
15,204,881	17,664,442	105,615,571	124,602,905	126,442,235	144,347,025
<u>107,356,056</u>	<u>130,378,744</u>	<u>95,965,850</u>	<u>118,481,549</u>	<u>132,204,816</u>	<u>163,687,616</u>
<u><u>\$ 452,514,869</u></u>	<u><u>\$ 514,735,609</u></u>	<u><u>\$ 577,439,286</u></u>	<u><u>\$ 667,748,886</u></u>	<u><u>\$ 785,421,754</u></u>	<u><u>\$ 890,432,475</u></u>

**CITY OF LATHROP**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

	2014	2015	2016	2017	2018
<b>Expenses:</b>					
<b>Governmental activities:</b>					
General government	\$ 4,680,110	\$ 7,449,500	\$ 5,614,173	\$ 4,580,381	\$ 4,917,617
Public safety	5,940,125	6,962,351	8,048,625	9,683,636	10,965,814
Public works	13,888,678	10,864,104	7,864,470	13,125,373	13,066,756
Culture and leisure	1,111,917	779,976	1,395,287	1,300,832	1,331,811
Community development	1,573,972	602,719	1,712,156	993,885	1,256,506
Interest on long-term debt	924,941	340,120	880,036	319,164	100,088
Total governmental activities expense	<u>28,119,743</u>	<u>26,998,770</u>	<u>25,514,747</u>	<u>30,003,271</u>	<u>31,638,592</u>
<b>Business-type activities:</b>					
Water	7,376,261	5,108,071	4,941,845	5,828,411	4,969,618
Wastewater	6,289,560	4,433,501	3,587,602	5,393,728	1,204,762
Total business-type activities expenses	<u>13,665,821</u>	<u>9,541,572</u>	<u>8,529,447</u>	<u>11,222,139</u>	<u>6,174,380</u>
Total primary government expenses	<u>\$ 41,785,564</u>	<u>\$ 36,540,342</u>	<u>\$ 34,044,194</u>	<u>\$ 41,225,410</u>	<u>\$ 37,812,972</u>
<b>Program revenues:</b>					
<b>Governmental activities:</b>					
Charges for services:					
General Government	397,607	491,076	551,613	462,696	438,974
Public Safety	716,360	356,989	365,009	231,164	424,909
Public Works	202,488	248,089	258,005	1,697,831	1,184,297
Culture and leisure	242,500	220,963	205,376	283,662	279,505
Community development	2,189,603	2,551,889	3,947,881	3,131,768	2,916,089
Operating grants and contributions	4,947,223	4,969,720	5,016,283	4,841,037	5,459,511
Capital grants and contributions	23,115,518	22,155,191	9,759,080	30,838,179	10,069,773
Total governmental activities program revenues	<u>31,811,299</u>	<u>30,993,917</u>	<u>20,103,247</u>	<u>41,486,337</u>	<u>20,773,058</u>
<b>Business-type activities:</b>					
Charges for services:					
Water	6,551,486	6,042,517	5,849,963	6,856,028	8,331,835
Wastewater	5,827,902	5,730,148	5,233,840	5,791,155	6,533,098
Operating grants and contributions	12,002,670	-	-	-	-
Capital grants and contributions	159,854	159,854	159,854	159,854	159,854
Total business-type activities program revenues	<u>24,541,912</u>	<u>11,932,519</u>	<u>11,243,657</u>	<u>12,807,037</u>	<u>15,024,787</u>
Total primary government program revenues	<u>\$ 56,353,211</u>	<u>\$ 42,926,436</u>	<u>\$ 31,346,904</u>	<u>\$ 54,293,374</u>	<u>\$ 35,797,845</u>
<b>Net revenues (expenses):</b>					
<b>Governmental activities</b>	3,691,556	3,995,147	(5,411,500)	11,483,066	(10,865,534)
<b>Business-type activities</b>	10,876,091	2,390,947	2,714,210	1,584,898	8,850,407
<b>Total net revenues (expenses)</b>	<u>\$ 14,567,647</u>	<u>\$ 6,386,094</u>	<u>\$ (2,697,290)</u>	<u>\$ 13,067,964</u>	<u>\$ (2,015,127)</u>
<b>General revenues and other changes in net position:</b>					
<b>Governmental activities:</b>					
Taxes:					
Property tax	2,946,083	3,273,006	3,566,656	3,980,606	4,285,832
Sales and use taxes	6,676,994	5,947,812	6,209,105	6,337,138	9,211,228
Franchise taxes	705,405	685,140	518,183	771,288	877,633
Other taxes	419,267	449,950	743,896	565,715	634,335
Motor vehicle in lieu, unrestricted	1,118,489	1,237,606	1,324,094	1,555,026	1,794,526
Investment income	67,431	80,844	346,915	19,282	979,493
Other general revenues	395,810	301,192	1,745,978	10,090,096	379,591
Transfers	(5,626,465)	(84,391)	(421,353)	(16,842,538)	(137,582)
Total governmental activities	<u>6,703,014</u>	<u>11,891,159</u>	<u>14,033,474</u>	<u>6,476,613</u>	<u>18,025,056</u>
Business-type activities:					
Investment income	49,915	63,492	200,063	214,510	405,014
Miscellaneous	1,392,651	675,204	416,119	864,319	907,527
Transfers	5,626,465	84,391	421,353	16,842,538	137,582
Total business-type activities	<u>7,069,031</u>	<u>823,087</u>	<u>1,037,535</u>	<u>17,921,367</u>	<u>1,450,123</u>
Total primary government	<u>\$ 13,772,045</u>	<u>\$ 12,714,246</u>	<u>\$ 15,071,009</u>	<u>\$ 24,397,980</u>	<u>\$ 19,475,179</u>
<b>Changes in net position</b>					
Governmental activities	10,394,570	15,886,306	8,621,974	17,959,679	7,159,522
Business-type activities	17,945,122	3,214,034	3,751,745	19,506,265	10,300,530
Total primary government	<u>\$ 28,339,692</u>	<u>\$ 19,100,340</u>	<u>\$ 12,373,719</u>	<u>\$ 37,465,944</u>	<u>\$ 17,460,052</u>

**CITY OF LATHROP**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

2019	2020	2021	2022	2023	2024
\$ 5,307,052	\$ 5,944,111	\$ 6,544,720	\$ 6,994,053	\$ 9,350,898	\$ 11,905,173
11,284,963	12,121,072	11,729,668	11,628,050	15,350,996	19,911,396
16,835,406	19,195,792	19,892,748	14,711,011	36,027,481	25,161,304
1,442,202	1,468,471	1,466,177	11,559,470	3,999,365	4,895,105
977,552	1,317,693	8,227,717	1,805,271	1,537,163	1,240,390
46,410	89,123	241,454	233,740	225,835	217,739
<u>35,893,585</u>	<u>40,136,262</u>	<u>48,102,484</u>	<u>46,931,595</u>	<u>66,491,738</u>	<u>63,331,107</u>
6,303,489	6,906,021	6,767,503	7,099,213	9,130,486	8,809,160
9,206,503	7,476,439	7,926,063	7,853,576	9,457,406	11,907,501
<u>15,509,992</u>	<u>14,382,460</u>	<u>14,693,566</u>	<u>14,952,789</u>	<u>18,587,892</u>	<u>20,716,661</u>
<u>\$ 51,403,577</u>	<u>\$ 54,518,722</u>	<u>\$ 62,796,050</u>	<u>\$ 61,884,384</u>	<u>\$ 85,079,630</u>	<u>\$ 84,047,768</u>
528,673	465,303	6,961,502	9,212,336	8,753,003	9,244,857
775,581	504,277	243,035	139,111	51,938	390,330
1,874,445	473,036	3,581,829	2,816,090	3,250,469	4,672,841
341,016	285,143	124,652	363,671	379,681	401,615
3,880,593	6,507,913	3,880,053	8,161,272	6,041,251	5,455,638
5,674,834	6,105,531	2,709,984	5,236,622	7,477,256	5,756,573
<u>40,920,445</u>	<u>43,291,735</u>	<u>16,740,299</u>	<u>25,390,248</u>	<u>66,235,438</u>	<u>58,107,420</u>
<u>53,995,587</u>	<u>57,632,938</u>	<u>34,241,354</u>	<u>51,319,350</u>	<u>92,189,036</u>	<u>84,029,274</u>
9,052,906	10,352,614	10,239,976	10,758,681	10,765,615	11,263,135
7,923,942	8,633,545	8,776,287	9,141,235	10,428,292	11,386,277
-	-	-	-	-	-
<u>32,556,339</u>	<u>11,691,580</u>	<u>6,862,837</u>	<u>-</u>	<u>29,098,366</u>	<u>24,529,892</u>
<u>49,533,187</u>	<u>30,677,739</u>	<u>25,879,100</u>	<u>19,899,916</u>	<u>50,292,273</u>	<u>47,179,304</u>
<u>\$ 103,528,774</u>	<u>\$ 88,310,677</u>	<u>\$ 60,120,454</u>	<u>\$ 71,219,266</u>	<u>\$ 142,481,309</u>	<u>\$ 131,208,578</u>
18,102,002	17,496,676	(13,861,130)	4,387,755	25,697,298	20,698,167
34,023,195	16,295,279	11,185,534	4,947,127	31,704,381	26,462,643
<u>\$ 52,125,197</u>	<u>\$ 33,791,955</u>	<u>\$ (2,675,596)</u>	<u>\$ 9,334,882</u>	<u>\$ 57,401,679</u>	<u>\$ 47,160,810</u>
4,710,374	5,333,918	8,613,482	8,613,482	10,509,687	12,178,582
12,001,476	10,501,615	18,190,475	18,190,475	21,285,429	21,039,383
1,204,106	1,241,635	1,530,878	1,530,878	2,285,062	2,772,994
666,791	582,552	30,620,998	30,620,998	15,842,524	3,752,539
1,898,011	2,193,976	738,708	738,708	3,413,255	4,330,413
1,996,503	2,786,291	701,941	701,941	3,901,381	5,951,704
149,364	184,705	945,547	945,547	381,860	1,026,228
2,439,302	3,255,411	1,777,930	1,777,930	3,143,911	1,808,102
<u>25,065,927</u>	<u>26,080,103</u>	<u>63,119,959</u>	<u>63,119,959</u>	<u>60,763,109</u>	<u>52,859,945</u>
782,839	741,372	364,403	364,403	952,746	3,603,153
1,599,048	4,909,595	5,692,221	5,692,221	6,526,718	620,278
(2,439,302)	(3,255,411)	(1,777,930)	(1,777,930)	(3,143,911)	(1,808,102)
(57,415)	2,395,556	4,278,694	4,278,694	4,335,553	2,415,329
<u>\$ 25,008,512</u>	<u>\$ 28,475,659</u>	<u>\$ 67,398,653</u>	<u>\$ 67,398,653</u>	<u>\$ 65,098,662</u>	<u>\$ 55,275,274</u>
43,167,929	43,576,779	49,258,829	67,507,714	86,460,407	73,558,112
33,965,780	18,690,835	15,464,228	9,225,821	36,039,934	28,877,972
<u>\$ 77,133,709</u>	<u>\$ 62,267,614</u>	<u>\$ 64,723,057</u>	<u>\$ 76,733,535</u>	<u>\$ 122,500,341</u>	<u>\$ 102,436,084</u>

**CITY OF LATHROP**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>General fund:</b>				
Nonspendable	\$ 6,852,691	\$ 6,665,677	\$ 6,180,434	\$ 5,650,104
Restricted		-	-	-
Committed		2,233,234	-	-
Assigned		-	-	-
Unassigned	11,091,860	12,861,107	16,496,212	21,538,365
<b>Total general fund</b>	<u>\$ 17,944,551</u>	<u>\$ 21,760,018</u>	<u>\$ 22,676,646</u>	<u>\$ 27,188,469</u>
<b>All other governmental funds:</b>				
Restricted	\$ 6,823,678	\$ 4,513,322	\$ 4,701,300	\$ 3,797,087
Committed	22,534,880	25,829,474	35,779,675	36,015,106
Assigned	880,383	975,042	784,139	663,674
Unassigned	(364)	(233)	(120)	-
<b>Total all other governmental funds</b>	<u>\$ 30,238,577</u>	<u>\$ 31,317,605</u>	<u>\$ 41,264,994</u>	<u>\$ 40,475,867</u>

\* FY2021 reflects the implementation of GASB 84.

Source: City of Lathrop, California

**CITY OF LATHROP**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

<u>2019</u>	<u>2020</u>	<u>2021*</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 5,225,742	\$ 3,470,982	\$ 3,282,311	\$ 2,405,864	\$ 9,766,137	\$ 8,860,658
-	-	-	-	-	-
-	29,678,802	29,664,824	44,763,906	40,447,513	37,882,299
-	2,616,835	-	-	-	-
<u>31,169,562</u>	<u>4,289,278</u>	<u>6,679,913</u>	<u>5,704,542</u>	<u>6,145,676</u>	<u>15,302,060</u>
<u>\$ 36,395,304</u>	<u>\$ 40,055,897</u>	<u>\$ 39,627,048</u>	<u>\$ 52,874,312</u>	<u>\$ 56,359,326</u>	<u>\$ 62,045,017</u>
\$ 4,701,645	\$ 9,116,860	\$ 41,955,830	\$ 41,419,819	\$125,033,370	\$143,048,173
49,619,728	58,214,668	-	-	7,556,009	24,241,497
549,720	572,817	-	-	-	-
<u>(163,756)</u>	<u>(2,500)</u>	<u>(169,617)</u>	<u>(521,256)</u>	<u>(409,608)</u>	<u>(5,330)</u>
<u>\$ 54,707,337</u>	<u>\$ 67,901,845</u>	<u>\$ 41,786,213</u>	<u>\$ 40,898,563</u>	<u>\$132,179,771</u>	<u>\$167,284,340</u>

**CITY OF LATHROP**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<b>Revenues:</b>				
Taxes and assessments	\$ 21,268,849	\$ 18,494,460	\$ 22,885,183	\$ 22,571,206
Licenses and permits	1,373,909	1,283,193	1,808,623	1,266,197
Fines, forfeitures, and penalties	1,486,888	1,658,639	1,949,910	2,237,680
Intergovernmental	11,177,149	5,489,546	3,134,272	4,420,261
Use of Money & Property	159,262	382,724	392,493	1,366,160
Charges for current services	2,207,080	3,725,964	3,605,846	3,508,608
Contributions (Developer)	1,094,140	-	19,675,946	2,751,850
Other	4,202,190	3,523,548	1,353,215	813,734
<b>Total revenues</b>	<u>\$ 42,969,467</u>	<u>\$ 34,558,074</u>	<u>\$ 54,805,488</u>	<u>\$ 38,935,696</u>
<b>Expenditures</b>				
Current:				
General government	8,063,724	4,675,898	4,406,106	4,770,853
Community development	1,254,836	1,657,178	784,763	1,109,714
Public safety	7,030,624	7,297,872	9,560,119	10,724,423
Public works	15,482,137	6,687,275	7,616,246	7,048,016
Culture and leisure	1,048,531	1,296,370	1,226,638	1,275,334
Capital Outlay	1,604,530	4,361,924	2,920,897	9,761,990
Debt service:				
Principal retirement	289,709	1,683,347	265,000	285,000
Lease principal retirement	-	-	-	-
Interest and fiscal charges	340,120	390,710	319,164	100,088
<b>Total expenditures</b>	<u>\$ 35,114,211</u>	<u>\$ 28,050,574</u>	<u>\$ 27,098,933</u>	<u>\$ 35,075,418</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<b>\$ 7,855,256</b>	<b>\$ 6,507,500</b>	<b>\$ 27,706,555</b>	<b>\$ 3,860,278</b>
<b>Other financing sources (uses):</b>				
Proceeds from issuance of long-term deb	-	(1,191,652)	-	-
Transfers in	17,566,636	12,971,420	10,394,523	12,389,403
Transfers out	(17,651,027)	(13,392,773)	(27,237,061)	(12,526,985)
Lease and Software Subscriptions	-	-	-	-
<b>Total other financing sources (uses)</b>	<u>\$ (84,391)</u>	<u>\$ (1,613,005)</u>	<u>\$ (16,842,538)</u>	<u>\$ (137,582)</u>
<b>Net change in fund balances</b>	<u>\$ 7,770,865</u>	<u>\$ 4,894,495</u>	<u>\$ 10,864,017</u>	<u>\$ 3,722,696</u>
<b>Debt service as a percentage of noncapital expenditures</b>	1.9%	9.6%	2.5%	1.5%

\* FY2021 reflects the implementation of GASB 84.

Source: City of Lathrop, California

**CITY OF LATHROP**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

<u>2019</u>	<u>2020</u>	<u>2021*</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 35,307,490	\$ 32,969,640	\$ 59,694,541	\$ 67,116,103	\$ 53,295,237	\$ 65,425,623
1,823,951	2,930,344	3,191,727	386,466	2,205,203	382,588
2,542,551	1,973,138	1,628,103	1,588,616	1,529,724	1,680,006
4,373,978	5,281,487	7,045,036	10,094,787	18,140,197	12,045,766
2,433,126	3,299,084	701,941	(2,101,280)	4,030,511	10,292,129
4,656,065	4,523,327	6,208,805	13,859,233	8,654,509	9,771,762
536,277	357,105	7,595,547	10,621,451	2,017,292	4,198,284
550,982	657,995	945,547	1,344,184	374,377	1,014,518
<u>\$ 52,224,420</u>	<u>\$ 51,992,120</u>	<u>\$ 87,011,247</u>	<u>\$ 102,909,560</u>	<u>\$ 90,247,050</u>	<u>\$ 104,810,676</u>
5,137,588	5,748,979	6,241,381	7,124,908	9,372,651	11,145,202
838,993	1,153,119	1,220,515	1,722,885	1,282,370	1,235,413
11,222,012	12,001,225	11,507,852	11,552,853	14,956,148	17,502,513
9,984,165	10,701,329	19,627,773	16,617,416	25,566,909	15,582,558
1,384,798	1,411,336	1,323,042	3,405,473	3,921,574	3,555,970
2,643,451	6,950,445	11,300,021	24,267,638	22,666,952	21,770,137
-	290,000	300,000	352,316	315,000	320,000
-	-	-	-	367,507	357,610
46,410	89,123	241,454	233,740	225,835	217,739
<u>\$ 31,257,417</u>	<u>\$ 38,345,556</u>	<u>\$ 51,762,038</u>	<u>\$ 65,277,229</u>	<u>\$ 78,674,946</u>	<u>\$ 71,687,142</u>
\$ 20,967,003	\$ 13,646,564	\$ 35,249,209	\$ 37,632,331	\$ 11,572,104	\$ 33,123,534
-	-	-	-	-	-
14,380,867	24,940,959	35,131,963	26,553,563	43,691,356	45,415,512
(11,941,565)	(21,685,548)	(33,354,033)	(32,233,805)	(40,547,445)	(43,607,410)
				1,462,298	145,040
<u>\$ 2,439,302</u>	<u>\$ 3,255,411</u>	<u>\$ 1,777,930</u>	<u>\$ (5,680,242)</u>	<u>\$ 4,606,209</u>	<u>\$ 1,953,142</u>
<u>\$ 23,406,305</u>	<u>\$ 16,901,975</u>	<u>\$ 37,027,139</u>	<u>\$ 31,952,089</u>	<u>\$ 16,178,313</u>	<u>\$ 35,076,676</u>
0.2%	1.2%	1.4%	1.4%	1.6%	1.8%

**CITY OF LATHROP  
Property Tax Levies and Collections  
Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Taxes Levied for the Fiscal Year</b>	<b>Collected within the Fiscal Year of Levy</b>		<b>Collection in Subsequent Years</b>	<b>Total Collection to Date</b>	
		<b>Amount</b>	<b>Percent of Levy</b>		<b>Amount</b>	<b>Percent of Levy</b>
2015	3,098,364	3,098,364	100.00%	-	3,098,364	100.00%
2016	3,353,607	3,353,607	100.00%	-	3,353,607	100.00%
2017	3,727,479	3,727,479	100.00%	-	3,727,479	100.00%
2018	4,125,753	4,125,753	100.00%	-	4,125,753	100.00%
2019	4,309,587	4,309,587	100.00%		4,309,587	100.00%
2020	4,812,631	4,812,631	100.00%		4,812,631	100.00%
2021	5,326,609	5,326,609	100.00%		5,326,609	100.00%
2022	5,853,282	5,853,282	100.00%		5,853,282	100.00%
2023	6,697,606	6,697,606	100.00%		6,697,606	100.00%
2024	7,330,491	7,330,491	100.00%		7,330,491	100.00%

Source: County of San Joaquin, California, Office of the Controller.



**CITY OF LATHROP**  
**Assessed Value and Estimated Actual Value of Taxable Property**  
**Last Ten Fiscal Years**  
(in thousands)

Fiscal Year	City				Net Taxable Assessed Value	Total Direct Tax Rate
	Gross Taxable Assessed Value			Less: Exemptions		
	Secured	Unsecured	SBE Nonunitary			
2015	2,028,168,720	148,658,207	5,070,340	(19,297,974)	2,162,599,293	0.143%
2016	2,188,540,780	198,130,929	5,070,340	(18,624,442)	2,373,117,607	0.141%
2017	2,559,643,198	163,451,777	6,170,020	(18,624,442)	2,710,640,553	0.138%
2018	2,941,872,358	174,127,391	6,170,020	(18,831,913)	3,103,337,856	0.133%
2019	3,117,977,243	190,538,705	6,170,020	-	3,314,685,968	0.130%
2020	3,554,886,516	282,202,562	6,170,020	-	3,843,259,098	0.125%
2021	4,139,024,746	280,821,500	15,952,158	-	4,435,798,404	0.120%
2022	4,787,945,754	304,082,430	15,952,158	-	5,107,980,342	0.115%
2023	5,732,986,696	363,749,894	15,952,158	-	6,112,688,748	0.110%
2024	7,186,176,227	553,069,576	15,952,158	-	7,755,197,961	0.095%

**NOTE:**

In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the time that it is sold to a new owner. At that point, the new assessed value is re-assessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

Source: County of San Joaquin, California, Office of the County Assessor.

**CITY OF LATHROP  
Principal Property Taxpayers  
Current Year and Nine Years Ago**

Taxpayer	2024			2015		
	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percent of Total City Taxable Assessed Value
TESLA MOTORS INC	\$ 339,952,368	1	4.38%	\$ 27,114,299	8	1.25%
LIT INDUSTRIAL LP	239,481,860	2	3.09%	-		
TRIPPOINT LOGISTICS CENTER ILP LLC	135,602,030	3	1.75%			
EXETER 5150 GLACIER LP	123,987,895	4	1.60%	-		
YOSEMITE LATHROP 2 LLC	115,310,752	5	1.49%			
CALIFIA LLC	106,644,569	6	1.38%	49,770,563	2	2.30%
LATHROP GATEWAY 1 LLC	104,101,177	7	1.34%	-		
UNITED OARCEL SERVICE	89,147,240	8	1.15%			
PROLOGIS	87,816,007	9	1.13%	-		
J R SIMPLOT COMPANY CORPORATION	87,130,861	10	1.12%	53,404,304	1	2.47%
CENTERPOINT PROPERTIES TRUST	-			47,132,980	3	2.18%
SUPER STORES INDUSTRIES	-			40,281,617	4	1.86%
CALIFORNIA NATURAL PRODUCTS	-			40,151,678	5	1.86%
700 D'ARCY PARKWAY INVESTORS LLC	-			29,000,000	6	1.34%
LCP REMAINDER TRUST ETAL	-			28,994,698	7	1.34%
ASP AND RWM PROPERTIES ETAL	-			25,491,869	9	1.18%
PANCAL LOGISTICS	-			23,967,737	10	1.11%
Total	<u>\$ 1,429,174,759</u>		<u>18.43%</u>	<u>\$ 365,309,745</u>		<u>16.89%</u>

Source: County of San Joaquin, California, Office of the County Assessor.

**CITY OF LATHROP**  
**Property Tax Rates**  
**Direct and Overlapping Governments**  
**Last Ten Fiscal Years**  
(rate per \$100 of assessed value)

<b>Fiscal Year</b>	<b>Basic County-wide Levy <sup>(1)</sup></b>	<b>School <sup>(2)</sup></b>	<b>All Other</b>	<b>Total Rate</b>
2015	1.00000%	0.09230%	0.00000%	1.09230%
2016	1.00000%	0.14200%	0.00000%	1.14200%
2017	1.00000%	0.12820%	0.00000%	1.12820%
2018	1.00000%	0.13030%	0.00000%	1.13030%
2019	1.00000%	0.12280%	0.00000%	1.12280%
2020	1.00000%	0.11400%	0.00000%	1.11400%
2021	1.00000%	0.10490%	0.00000%	1.10490%
2022	1.00000%	0.13820%	0.00000%	1.13820%
2023	1.00000%	0.13660%	0.00000%	1.13660%
2024	1.00000%	0.12940%	0.00000%	1.12940%

NOTE:

(1) In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies, including the City of Lathrop, for which the subject property resides within. The City of Lathrop's portion varies by several Tax Rate Areas (TRAs) within the City.

Source: San Joaquin County Assessor 2011/12 - 2020/21 Tax Rate Table

**CITY OF LATHROP  
Sales Tax Rates  
Direct and Overlapping Governments  
Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>City Direct Rate</b>	<b>Measure K Rate</b>	<b>Measure C General Purpose</b>	<b>Transportation Development Act Rate</b>	<b>San Joaquin County Rate</b>	<b>State of California Rate</b>	<b>Total</b>
2015	1.00%	0.50%	1.00% **	0.25%	1.00%	5.25%	9.00%
2016	1.00%	0.50%	1.00% **	0.25%	1.00%	5.25%	9.00%
2017	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2018	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2019	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2020	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2021	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2022	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2023	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%
2024	1.00%	0.50%	1.00% **	0.25%	1.00%	5.00%	8.75%

**NOTE:**

\* A 1.00% increase in Sales and Use Tax became effective as of April 1, 2009 to augment the State of California's budget. On May 19, 2009, the voters did not approve the proposed "Budget Stabilization" constitutional amendment and the expiration date of this 1.00% increase was on July 1, 2011.

\*\* On November 6, 2012 the voters of Lathrop approved Measure C. Measure C is an additional 1% sales tax to be used for Public Safety and essential City services.

*Source: City of Lathrop, California Finance Department  
County of San Joaquin, California, Office of the Auditor-Controller*

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**CITY OF LATHROP**  
**Taxable Sales by Category**  
**Last Ten Calendar Years**  
**(in thousands of dollars)**  
**Adjusted for Economic Data**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Apparel Stores	\$ 158	\$ 139	\$ 158	\$ 170	\$ 168
Eating and Drinking Places	17,386	20,908	23,903	28,457	30,705
Building Materials	13,012	18,952	24,498	24,208	52,600
Auto Dealers and Supplies	18,327	20,853	23,241	50,570	64,383
Service Stations	69,597	58,064	51,774	65,073	104,988
Other Retail Stores	52,185	54,594	56,292	55,085	56,151
All Other Outlets	53,816	86,860	73,171	95,495	162,171
<b>Total Positions</b>	<u><u>\$ 224,481</u></u>	<u><u>\$ 260,370</u></u>	<u><u>\$ 253,037</u></u>	<u><u>\$ 319,058</u></u>	<u><u>\$ 471,166</u></u>

*Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office, & The HdL Companies*

Note: Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the the City's revenue.

**CITY OF LATHROP**  
**Taxable Sales by Category**  
**Last Ten Calendar Years**  
**(in thousands of dollars)**  
**Adjusted for Economic Data**

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 144	\$ 78	\$ 70	\$ 117	\$ 106
34,609	40,337	53,796	59,154	63,985
34,920	29,890	33,764	38,075	35,477
71,514	55,105	51,310	53,718	72,457
109,926	91,861	130,148	172,622	148,138
60,348	70,847	78,761	81,979	82,164
144,818	346,766	640,965	776,782	754,910
<u>\$ 456,279</u>	<u>\$ 634,884</u>	<u>\$ 988,814</u>	<u>\$ 1,182,447</u>	<u>\$ 1,157,237</u>

**CITY OF LATHROP  
Legal Debt Margin Information  
Last Ten Fiscal Years**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Gross Assessed Valuation	\$ 2,162,599,293	\$ 2,373,117,607	\$ 2,710,640,553	\$ 3,103,337,856
Debt Margin Ratio (1)	3.75%	3.75%	3.75%	3.75%
Debt Margin (Limit)	\$ 81,097,473	\$ 88,991,910	\$ 101,649,021	\$ 116,375,170
Less: total net debt applicable to limit: General obligation bonds	\$ -	\$ -	\$ -	\$ -
Net Legal Debt Margin	<u>\$ 81,097,473</u>	<u>\$ 88,991,910</u>	<u>\$ 101,649,021</u>	<u>\$ 116,375,170</u>
Total debt applicable to the the limit as a percentage of debt limit	0%	0%	0%	0%

Notes

(1) The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel.) The computation shown above reflects a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state. The limit shown is 3.75% (one-fourth of the previous limit of 15%).

Source: City of Lathrop, California Finance Department and the County of San Joaquin, California, Office of the Controller



**CITY OF LATHROP**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**

<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
\$ 3,314,685,968	\$ 3,843,259,098	\$ 4,435,798,404	\$ 5,107,980,342	\$ 6,112,688,748	\$ 7,755,197,961
<u>3.75%</u>	<u>3.75%</u>	<u>3.75%</u>	<u>3.75%</u>	<u>3.75%</u>	<u>3.75%</u>
\$ 124,300,724	\$ 144,122,216	\$ 166,342,440	\$ 191,549,263	\$ 229,225,828	\$ 290,819,924
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>\$ 124,300,724</u>	<u>\$ 144,122,216</u>	<u>\$ 166,342,440</u>	<u>\$ 191,549,263</u>	<u>\$ 229,225,828</u>	<u>\$ 290,819,924</u>
0%	0%	0%	0%	0%	0%

**CITY OF LATHROP  
Outstanding Debt  
Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Governmental Activities</b>		<b>Business-type Activities</b>		
	<b>Financed Purchases (1)</b>	<b>Total Governmental Activities</b>	<b>Water Revenue Bonds</b>	<b>Notes</b>	<b>PNC Bank Loan</b>
2015	6,599,319	6,599,319	12,635,000		5,373,806
2016	4,190,000	4,190,000	12,635,000		5,070,256
2017	3,925,000	3,925,000	11,455,000	(3)	4,755,863
2018	3,640,000	3,640,000	10,846,145		4,430,488
2019	3,640,000	3,640,000	10,207,524		4,093,638
2020	3,350,000	3,350,000	9,550,312		3,744,895
2021	3,050,000	3,050,000	8,873,969		3,383,839
2022	2,874,135	2,874,135	8,177,936		3,010,037
2023	4,089,676	4,089,676	7,461,642		2,623,175
2024	2,992,221	2,992,221	6,724,497		2,222,444

(1) Includes leases and SBITAS

(3) These ratios are calculated using personal income and population for the prior calendar year.

(3) On May 2017, the City refunded the Water Revenue Bonds.

Source: City of Lathrop, California Finance Department

**CITY OF LATHROP  
Outstanding Debt  
Last Ten Fiscal Years**

**Business-type Activities**

<b>State Revolving Fund Loan</b>	<b>Total Business- type Activities</b>	<b>Total Primary Government</b>	<b>Percentage of Personal Income</b>	<b>Debt Per Capita (2)</b>
8,562,968	26,571,774	33,171,094	93.63%	1,500
8,160,773	25,866,029	30,056,029	82.47%	1,301
7,749,237	23,960,100	27,885,100	69.04%	1,149
7,328,146	22,604,779	26,244,779	57.43%	1,081
6,897,278	21,198,440	24,838,440	47.89%	996
6,456,406	19,751,613	23,101,613	44.54%	861
6,005,297	18,263,105	21,313,105	37.65%	748
5,554,128	16,742,101	19,616,236	31.08%	626
5,071,412	15,156,229	19,245,905	23.22%	549
4,588,144	13,535,085	16,527,306	16.41%	446

**CITY OF LATHROP**  
**Computation of Direct and Overlapping Debt**  
**June 30, 2024**

FY 2023/24 City Assessed Valuation	\$ 7,755,197,961
Redevelopment Agency Incremental Valuation	\$ -
Adjusted Assessed Valuation	<u>\$ 7,755,197,961</u>

<u>Overlapping Tax and Assessment Debt</u>	<u>Total Debt 6/30/24</u>	<u>Percentage Applicable to City of Lathrop (1)</u>	<u>City's Share of Debt 6/30/2024</u>
San Joaquin Delta Community College District	\$ 162,660,000	6.612%	\$ 10,755,079
Manteca Unified School District	262,234,978	23.924%	62,737,096
Tracy Unified School District	26,050,000	0.001%	261
Banta School District	265,000	78.293%	207,476
Manteca Unified School District Community Facility District No. 1989-2	15,735,000	20.749%	3,264,855
Manteca Unified School District Community Facility District No. 2005-4	4,555,000	100.000%	4,555,000
Banta School District Community Facilities District No. 2011-1	2,630,000	100.000%	2,630,000
River Islands Public Financing Authority Community Facilities District No. 2003-1, I.A. No. 1	315,960,000	100.000%	315,960,000
River Islands Public Financing Authority Community Facilities District No. 2003-1, I.A. No. 2	27,430,000	100.000%	27,430,000
River Islands Public Financing Authority Community Facilities District No. 2015-1	185,110,000	100.000%	185,110,000
River Islands Public Financing Authority Community Facilities District No. 2016-1	57,075,000	100.000%	57,075,000
River Islands Public Financing Authority Community Facilities District No. 2019-1	62,715,000	100.000%	62,715,000
River Islands Public Financing Authority Community Facilities District No. 2020-1	28,455,000	100.000%	28,455,000
River Islands Public Financing Authority Community Facilities District No. 2021-1	35,390,000	100.000%	35,390,000
River Islands Public Financing Authority Community Facilities District No. 2023-1, I.A. No. 1	28,230,000	100.000%	28,230,000
City of Lathrop Community Facilities District No 2003-1	3,465,000	100.000%	3,465,000
City of Lathrop Community Facilities District No 2003-2	4,055,000	100.000%	4,055,000
City of Lathrop Community Facilities District No 2018-1, I.A.s 1-5	45,330,000	100.000%	45,330,000
City of Lathrop 1915 Act Bonds	18,515,000	100.000%	18,515,000
Reclamation District No. 17 Assessment District	19,926,427	59.301%	11,816,570
California Statewide Community Development Authority 1915 Act Bonds	1,828,000	100.000%	1,828,000
<b>Total Overlapping Tax and Assessment Debt</b>	<b><u>\$ 1,307,614,405</u></b>		<b><u>\$ 909,524,338</u></b>
<b>Ratios to FY 2023/24 Assessed Valuation:</b>			
<b>Total Overlapping Tax and Assessment Debt</b>	<b>11.73%</b>		
<b>Direct and Overlapping General Fund Obligation Debt</b>			
San Joaquin County Certificates of Participation	49,210,000	7.150%	3,518,515
Manteca Unified School District General Fund Obligations	11,982,000	23.924%	2,866,574
City of Lathrop General Fund Obligations	2,110,000	100.000%	2,110,000
Lathrop-Manteca Rural Fire Protection District Certificates of Participation	3,330,000	81.165%	2,702,795
<b>Total Direct and Overlapping General Fund Debt</b>			<b><u>\$ 11,197,883</u></b>
<b>Total Direct Debt</b>			<b><u>\$ 2,992,221</u></b>
<b>Total Overlapping Debt</b>			<b><u>\$ 918,612,221</u></b>
<b>Combined Total Debt</b>			<b><u>\$ 921,604,442</u></b> (2)

(1) For all outside agency debt referenced on this statement, the city's overlapping debt obligation is based upon the proration of the aggregate issuance as directed by each issue's underlying funding agreement. The proration is generally based on the percentage of the overlapping agency's assessed valuation located within boundaries of the city.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded financed purchased obligations.

<u>Ratios to Adjusted Assessed Valuation</u>	
<b>Total Direct Debt</b>	<b>0.04%</b>
<b>Combined Total Debt</b>	<b>11.88%</b>

Source: California Municipal Statistics, Inc.

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**CITY OF LATHROP  
Pledged-Revenue Coverage  
Last Ten Fiscal Years**

Fiscal Year	2000 Certificates of Participation/ PNC Bank Loan (1)					
	Water Revenue (3)	Less Operating Expenses (4)	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2015	6,642,758	3,484,902	3,157,856	293,198	195,802	6.46
2016	6,385,191	3,479,010	2,906,181	303,550	185,450	5.94
2017	7,834,887	4,366,161	3,468,726	314,393	174,733	7.09
2018	8,491,689	4,969,618	3,522,071	325,363	163,637	7.20
2019	9,212,760	6,303,489	2,909,271	336,850	152,150	5.95
2020	10,949,739	5,539,228	5,410,511	348,743	140,257	11.06
2021	10,241,182	6,216,829	4,024,353	361,056	127,944	8.23
2022	10,763,857	6,591,591	4,172,266	373,803	115,197	8.53
2023	11,085,970	8,667,182	2,418,788	386,862	101,900	4.95
2024	13,474,602	8,470,498	5,004,104	400,664	88,336	10.23

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.  
Operating expenses do not include interest or depreciation expenses.

(1) The 2000 COP's were refunded by the PNC Bank Loan on May 4, 2012.

The Required Debt coverage ratio for the PNC Bank Loan is 1.10%.

(2) The Required Debt coverage ratio for 2003 COP's/ Pacific Premier Bank Loan & SRF Loan is 1.00%.

(3) Gross revenues include interest earnings and connection fees.

(4) Operating expenses from Statement of Revenues, Expenses and Changes.

(5) Source: Debt Service Schedule. The Water Revenue Certificates of Deposit Series 1993A were funded on May 24, 2000. On May 24, 2000 the City issued the Installment Purchase Certificates of Participation, 2000 Series A. On July 16, 2003 the City issued Revenue Bonds (Water Supply Project), Series 2003. On May 4, 2012 the Compass Bank Loan refunded the 2000 COPs (Compass Bank Loan Cash Flow and Yield Verification Report)

(6) Expenses include 2000 Certificates of Participation Debt Service Requirements.

(7) Debt Service Requirements of 2003 Certificates of Participation & SRF Loan is net of capitalized interest.

\*Fund: 5620-50-50-480-01-00

\*Fund: 5650-50-50-480-01-00

Source: City of Lathrop, California Finance Department

**CITY OF LATHROP  
Pledged-Revenue Coverage  
Last Ten Fiscal Years**

**2003 COP's/ Pacific Premier Bank Loan & SRF Loan (2)**

**Debt Service**

<b>Net Available Revenue (5)</b>	<b>Principal</b>	<b>Interest</b>	<b>Coverage</b>
2,668,856	728,070	954,719	1.59
2,417,181	402,196	945,592	1.79
2,979,600	411,536	936,254	2.21
3,033,071	421,091	926,699	2.25
2,420,271	1,069,489	475,545	1.57
4,921,511	1,093,053	451,981	3.19
3,535,353	1,122,305	422,729	2.29
3,683,266	1,152,348	392,686	2.38
1,930,026	1,193,631	361,403	1.24
4,515,104	1,220,413	324,621	2.92

**CITY OF LATHROP**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

<u>Calendar Year</u>	<u>Population (1)</u>	<u>Personal Income (in thousands) (2)</u>	<u>Per Capita Personal Income (2)</u>	<u>Unemployment Rate (2)</u>
2014	19,786	327,775	16,566	10.3%
2015	22,112	354,280	16,022	8.5%
2016	23,110	364,434	15,769	7.8%
2017	24,268	403,896	16,643	6.3%
2018	24,936	457,006	18,327	5.2%
2019	26,833	518,675	19,329	4.3%
2020	28,503	566,062	19,859	9.6%
2021	31,331	631,164	20,145	8.4%
2022	35,080	828,800	23,625	5.1%
2023	37,033	1,006,915	27,189	7.0%

Sources: (1) *California State Department of Finance*  
(2) *2010 and later - Income, Age and Education Data - US Census Bureau, most recent American Community Survey*



**CITY OF LATHROP**  
**Principal Employers**  
**Current Year and Nine Years Ago**

<b>Employer</b>	<b>2024</b>			<b>2015</b>		
	<b>Number of Employees</b>	<b>Rank</b>	<b>Percent of Total Employment</b>	<b>Number of Employees</b>	<b>Rank</b>	<b>Percent of Total Employment</b>
Tesla	3,085	1	21.02%			
United Parcel Service (UPS)	1,500	2	10.22%			
Super Store Industries (SSI)	390	3	2.66%	400	2	6.06%
Simwon America	388	4	2.64%			
California Natural Products (CNP)	384	5	2.62%	250	3	3.79%
Manteca Unified SD (Lathrop Schools)	354	6	2.41%			
Army Air Force Exchange Service	354	6	2.41%			
In-N-Out Burger	333	7	2.27%			
Banta Unified SD (Lathrop Schools)	288	8	1.96%			
Wayfair	238	9	1.62%			
CBC Steel Buildings	208	10	1.42%	100	7	1.52%
Ashley Furniture	175	11	1.19%			
City of Lathrop	174	12	1.19%			
Target	172	13	1.17%	150	6	2.27%
Diamond Pet Foods	163	14	1.11%			
Pfug Packaging	150	15	1.02%	200	4	3.03%
Medline	133	16	0.91%			
Pratt Industries	120	17	0.82%			
Swiss American Sausage	115	18	0.78%	175	5	2.65%
Home Depot	112	19	0.76%	150	6	2.27%
Dragon Products	111	20	0.76%			
Crosslink Professional Tax Solutions	110	21	0.75%			
Smart Refridgerated Transport	100	22	0.68%	100	7	1.52%
JC Penney Distribution Center				750	1	11.36%
JR Simplot Company				200	4	3.03%
Cen Cal Plastering				200	4	3.03%
Pilkington North America Inc				100	7	1.52%
Food 4 Less				100	7	1.52%
Carpenter Company				100	7	1.52%

"Total Employment" as used above represents the Estimated total employment of all employers located within City limits.

Source: California Labor Market Information, California EDD Website ([www.ca.gov](http://www.ca.gov))  
City of Lathrop Community Development Department

**CITY OF LATHROP**  
**Full-Time and Part-Time City Employees by Function**  
**Last Ten Fiscal Years**

<b>Function</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
General Government	23.60	24.60	23.60	23.60
Public Safety (1)	36.98	36.98	37.98	35.98
Public Works	22.83	29.50	30.80	33.80
Community Development	6.67	4.00	3.10	4.10
Culture & Leisure	20.76	21.00	20.56	21.01
<b>Total Positions</b>	<b>110.84</b>	<b>116.08</b>	<b>116.04</b>	<b>118.49</b>

(1) In June of 2022 the City launched its own police department. San Joaquin County Sheriff provided police protection prior to June 2022

Fire Service is provided by Lathrop Manteca Fire District.

Source: City of Lathrop, California Annual Adopted Budgets.

**CITY OF LATHROP**  
**Full-Time and Part-Time City Employees by Function**  
**Last Ten Fiscal Years**

<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
24.60	26.60	28.63	30.63	35.25
36.98	36.98	36.98	53.68	57.00
40.47	40.47	42.47	45.47	44.65
4.43	4.43	4.40	5.40	4.10
21.01	21.01	28.60	30.60	36.45
<b>127.49</b>	<b>129.49</b>	<b>141.08</b>	<b>165.78</b>	<b>177.45</b>

**CITY OF LATHROP**  
**Operating Indicators by Function**  
**Last Ten Fiscal Years**

	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Police:								
Arrests	708	572	705	550	558	554	624	*
Parking Citations Issued	444	696	1,385	1,084	1,389	1,237	1,489	*
Code Enforcement								
Housing Cases	35	29	28	54	74	64	55	62
Public Nuisance Cases	206	287	345	204	126	165	210	176
Vehicle Cases	11	67	193	140	118	129	145	133
Weed Abatement Cases	-	2	108	122	126	124	120	123
Building Permits								
Single Family Dwellings	350	220	291	392	381	649	879	924
Parks and recreation:								
Number of recreation classes	34	56	67	116	126	95	72	176
Number of facility rentals	542	450	390	1,598	1,388	1,041	617	206
Water:								
New connections	266	179	163	392	381	649	879	924
Average daily consumption (thousands of gallons)	3,508	3,052	3,274	4,200	4,128	4,128	4,742	4,812
Sewer:								
New connections	266	179	163	392	381	649	879	924

\* Transition to City of Lathrop, Police Department

Source: City of Lathrop, California departmental sources.

**CITY OF LATHROP**  
**Capital Assets Statistics by Function**  
**Last Ten Fiscal Years**

	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Police:							
Stations	1	1	1	1	1	1	1
Fire:							
Fire Stations (1)	-	-	-	-	-	-	-
Public works:							
Streets (miles)	84.20	84.20	84.20	92.90	92.90	97.90	109.70
Streetlights	1,448	1,472	1,472	1,835	1,835	1,835	2,135
Parks and recreation:							
Parks (2)	16	16	16	18	20	22	25
Community centers	2	2	2	2	2	2	2
Senior centers	1	1	1	1	1	1	1
Water:							
Water mains (miles)	101.80	101.80	101.80	101.80	142.00	147.00	159.00
Maximum daily capacity (thousands of gallons)	15,250	15,250	15,250	15,250	16,500	16,500	16,500
Wastewater:							
Sanitary sewer (miles)	71.00	71.00	71.00	71.00	91.80	96.80	108.80
Miles of Reclaimed Water Lines	21.80	21.80	21.80	21.80	21.80	25.80	27.80
Maximum daily treatment capac (thousands of gallons)	2,200	2,200	1,450	1,450	3,140	3,140	3,140

**NOTE:**

(1) The City of Lathrop's fire protection is provided by the Lathrop-Manteca Fire District.

(2) Source: City of Lathrop, Parks and Recreation Guide

Source: *City of Lathrop, California departmental sources.*

**CITY OF LATHROP**  
**Water Sold by Type of Customer**  
**Last Ten Fiscal Years**  
(in thousands of gallons)

Type of Customer:	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Residential	671,095	628,208	625,187	745,359	738,530	794,181	907,150	939,163	950,154	1,009,692
Industrial	343,231	283,410	278,985	395,110	415,471	406,181	435,637	433,258	530,793	439,478
Commercial	91,599	71,396	101,549	139,290	135,130	145,195	152,476	157,053	150,318	169,354
Governmental	172,972	177,791	139,511	149,952	126,761	144,421	199,298	187,615	154,425	137,806
Construction	1,615	-	49,923	103,309	91,038	85,601	36,154	39,357	17,122	23,082
<b>Total</b>	<b>1,280,512</b>	<b>1,160,805</b>	<b>1,195,155</b>	<b>1,533,020</b>	<b>1,506,930</b>	<b>1,575,579</b>	<b>1,730,715</b>	<b>1,756,446</b>	<b>1,802,812</b>	<b>1,779,412</b>
Total direct rate per 1,000 gallons	\$ 2.63	\$ 3.04	\$ 3.49	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99

Source: City of Lathrop, California Public Works Department

**CITY OF LATHROP  
Water Rates  
Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>Monthly Base Rate</b>	<b>Rate per 1,000 Gallons</b>	<b>CSCDA Loan (1)</b>	<b>SCSWSP Facility Charge (2)</b>
2015	11.50	2.63	-	9.10
2016	12.80	3.04	-	9.10
2017	14.40	3.49	-	9.10
2018	16.30	3.99	-	9.10
2019	16.30	3.99	-	9.10
2020	16.30	3.99	-	9.10
2021	16.30	3.99	-	9.10
2022	16.30	3.99	-	9.10
2023	16.30	3.99	-	9.10
2024	16.30	3.99	-	9.10

**NOTE:**

Rates are based on 5/8" meter, which is the standard household meter size.

- (1) State of California Loan under the Safe Drinking Water Bond Law of 1976 was paid off on March 1, 2001.
- (2) On July 16, 2003, The City of Lathrop issued \$32,530,000 in Revenue Bonds to finance the acquisition and construction of water system improvements and related facilities, including water treatment facilities and distribution pipelines and to pay cost of issuance. The bonds have an ascending interest rate ranging from 3% to 6% and a final maturity date of June 1, 2035.

*Source: City of Lathrop, California Finance Department*

**CITY OF LATHROP  
Ten Largest Water Customers  
Current Year and Ten Years Ago**

<b>Water Customer</b>	<b>2024</b>			<b>2015</b>		
	<b>Water Charges</b>	<b>Rank</b>	<b>Percent of Total Water Revenues</b>	<b>Water Charges</b>	<b>Rank</b>	<b>Percent of Total Water Revenue</b>
California Natural Products	\$ 929,169	1	8.83%	\$ 508,142	1	4.50%
City of Lathrop	417,849	2	3.97%	361,340	2	6.77%
Manteca Unified School District	225,556	3	2.14%	168,450	3	3.15%
Super Store Industries	141,155	4	1.34%	105,027	4	1.97%
Tesla Motors Inc	68,190	5	0.65%			
Sansome Skyline Lathrop, LP	64,021	6	0.61%			
River Islands Public Finance Authority	63,427	7	0.60%			
Granite Construction	56,917	8	0.54%			
IN-N-OUT Burger #804	56,008	9	0.53%	38,669	8	0.72%
Tesla, Inc	48,111	10	0.46%			
Banta Elementary School District				82,652	5	1.55%
Crossroads Commerce Ctr Assoc				72,508	6	1.36%
Camino Real Mobile Estates				42,990	7	0.81%
Swiss American Sausage				36,143	9	0.68%
DSRG				33,641	10	0.63%

Source: City of Lathrop, California Finance Department



**CITY OF LATHROP**  
**Top 25 Sales Tax Producers**  
**Current Year and Nine Years Ago**

2023		2014	
Business Name	Business Category	Business Name	Business Category
Percent of Fiscal Year Total Paid By Top 25 Accounts = 82.88%		Percent of Fiscal Year Total Paid By Top 25 Accounts = 82.42%	
Apex Storage	Transportation/ Rental	Antonini Brothers	Petroleum Prod/Equip
Arco AM PM	Service Stations	Arco AM PM	Service Stations
Ashley Furniture Distribution	Fulfillment Centers	Carpenter Co	Textile/Furnishings
CBS Steel	Contractors	CBC Steel Buidlings	Contractors
Chevron	Service Stations	Chevron	Service Stations
Chevron Power Mart	Service Stations	Dragon Products	Petroleum Prod/Equip
CHI Overhead Doors	Contractors	Eagles Nest Harley Davidson	Boats/Motorcycles
Eagles Nest Harley Davidson	Boats/Mortorcycles	Fast Lane	Service Stations
Fast Lane	Service Stations	FleetPride	Tralers/Auto Parts
Flying J Travel Plaza	Service Stations	Interior Specialists	Home Furnishings
In N Out Burger	Quick-Service Restaruant	Joes Travel Plaza	Service Stations
Joes Travel Plaza	Service Stations	McDonalds	Quick Service Restaurants
John Manville	Contractors	Medcal Sales	Medical/Biotech
Pape Kenworth	New Motor Vehicle Dealers	Mikasa Japanese Bistro	Casual Dining
Raymond Handling Concepts	Warehouse/Farm/Const Equip	Save Mart	Grocery Stores Liquor
Simwon American Corp	Trailers/Auto Parts	Shell	Service Stations
Target	Discount Department Store	Target	Discount Dept Stores
TEC Equipment	Trailers/Auto Parts	Top Gun Drywall Supply	Building Materials
Tesla	Trailers/Auto Parts	Totten Tubes	Heavy Industrial
Top Gun Drywall Supply	Building Materials	Tower Mart	Service Stations
Totten Tubes	Contractors	Two Guys Food & Fuel Inc	Service Stations
Tri West	Trailers/RVs	USA Motors	Used Automotive Dealers
Wayfair	Fulfillment Centers	Utility Trailer Sales	Trailer/RVs
Western Pacific Crane & Equip	Heavy Industrial	Walgreens	Drug Store

\* Firms Listed Alphabetically

Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office.

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**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**ITEM: REVIEW OF THE CAPITAL FACILITY FEE FUNDS  
REPORT FOR FY 2023-2024**

**RECOMMENDATION: Review of the Capital Facility Fee Funds Report  
for Fiscal Year 2023-2024**

---

**SUMMARY:**

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

**BACKGROUND:**

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

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

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

In 2011, the CFF program was amended to establish the North Lathrop Transportation Impact Fee for new development impacting the Roth Road/I-5 interchange and the associated frontage roads in the North Lathrop area.

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

In December 2018, the San Joaquin Area Flood Control Agency (SJAFCA) Mossdale Tract Area Regional Urban Level of Flood Protection (ULOP) Development Impact Fee

**CITY MANAGER'S REPORT** **PAGE 2**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2023-2024**

(DIF) agreement replaced Lathrop’s 2017 Interim Levee Fee for the Reclamation District 17 Urban Level of Flood Protection Levee System Improvements.

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

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

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

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

In July 2022, the West/Central Regional Transportation and Central Lathrop Specific Plan CFFs were updated to include new traffic signals, storm drainage facilities, and a water tank and booster pump facility located in the Central Lathrop Specific Plan.

On September 12, 2022, Lathrop City Council approved the Nexus Study Update for the Regional Urban Level of Flood Protection Levee Impact Fee. This update reflects an updated program cost estimate that addresses climate change and updates to program funding from other sources.

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

The City’s CFF program funds improvements in the following categories:

1. Transportation
  - a. Local
  - b. Regional
2. Culture and Leisure
3. Municipal Services
4. Storm Drainage

**CITY MANAGER'S REPORT** **PAGE 3**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2023-2024**

5. Administration
6. San Joaquin County Multi-Species Habitat
7. Environmental Mitigation
8. Park-In-Lieu
9. Water
10. Surface Water
11. Sewer

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

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

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

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

**REASON FOR RECOMMENDATION:**

The attached report was made public on December 20, 2024, pursuant to Section 66006 et seq. of the California Government Code, which requires a detailed report regarding the collection and expenditure of fees in the CFF program. Pursuant to the California GC, the report is required to be made public and the City Council is required to review the information made available to the public at its next regular scheduled meeting.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

- A. Capital Facility Fee Funds Report for report period Fiscal Year 2023-2024

**CITY MANAGER'S REPORT** **PAGE 4**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2023-2024**

**APPROVALS:**

  
\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

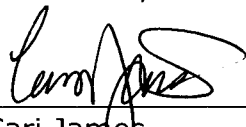
12/18/24  
\_\_\_\_\_  
Date

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

12/18/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rick Caquiat  
Community Development Director

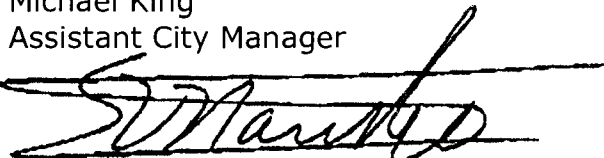
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Date

  
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Cari James  
Finance Director

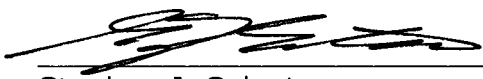
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\_\_\_\_\_  
Michael King  
Assistant City Manager

12.23.2024  
\_\_\_\_\_  
Date

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

1/3/2025  
\_\_\_\_\_  
Date

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

1.8.25  
\_\_\_\_\_  
Date

# City of Lathrop

## Capital Facility Fee Funds Report 2023 – 2024

Made Pursuant to Government Code  
Section 66000 et seq.

Made Available for Public Review on:  
December 20, 2024

City Council Agenda Date:  
January 13, 2025

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



### Capital Facility Fee Fund Listing

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**Regional Transportation Impact Fee – 2230**

**1. Fee Information**

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

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

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

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

Land Use Type	Unit	FY 23/24
Residential (Single-Family)	DUE	\$-0-
Residential (Multi-Family)	DUE	\$-0-
Retail	Sq. Ft	\$-0-
Office	Sq. Ft	\$-0-
Commercial/Industrial	Sq. Ft	\$-0-



**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	-
b.	Fees Collected	-
c.	Interest Earned	-
d.	Expenditures	-
e.	Transfer Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	-

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

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

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee Fund 2230 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Local Transportation Impact Fee – 2250**

**1. Fee Information**

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

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

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

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

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

<u>East Lathrop/North Harlan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Single Family Residential	DU	\$4,312	\$4,423
Multi-Family Residential	DU	\$3,170	\$3,252
Commercial	1,000 sqft	\$5,888	\$6,040
Industrial/Warehouse	1,000 sqft	\$1,734	\$1,779

<u>Crossroads Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Commercial	Acre	\$35,645	\$36,564
Industrial	1,000 sqft	\$1,294	\$1,327





<u>South Lathrop Specific Plan-SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,551	\$ 1,591
Office Commercial	1,000 sqft	\$ 23,776	\$ 24,389
Retail Commercial	1,000 sqft	\$ -	\$ -
Warehouse	1,000 sqft	\$ 1,551	\$ 1,591

<u>South Lathrop Specific Plan-Non SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,551	\$ 1,591
Office Commercial	1,000 sqft	\$ 23,776	\$ 24,389
Retail Commercial	1,000 sqft	\$ -	-
Warehouse	1,000 sqft	\$ 1,551	\$ 1,591

<u>Gateway Business Park Specific Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,547	\$ 1,586
Office Commercial	1,000 sqft	\$ 19,945	\$ 20,459
Retail Commercial	1,000 sqft	\$ 7,002	\$ 7,183
Warehouse	1,000 sqft	\$ 1,547	\$ 1,586

**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2023	\$ 725,982
b.	Fees Collected	\$ 398,749
c.	Interest Earned	\$ 37,719
d.	Expenditures	-
e.	Transfers Out	(\$ 1,000,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 162,450.06



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

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

**b. Description of Transfers and Loans made from fund.**

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

A total of \$1,000,000 was transferred from Fund 2250 to the following projects:

- \$300,000 to the Lathrop Road and I-5 Improvements Project PS 06-16
- \$700,000 to the Louise Avenue and McKinley Avenue Signal Improvements Project PS 15-02

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Local Transportation Impact Fee Fund 2250 currently has funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
Louise Ave & McKinley Avenue Signal Improvements, PS 15-02	\$ 1,141,327	59
Total	\$ 1,141,327	



## Culture and Leisure Capital Facility Fee – 2260

### 1. Fee Information

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

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

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

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

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

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





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

	Accounting Period			
	July 1, 2023 to Dec. 31, 2023		January 1, 2024 to June 30, 2024	
Land Use Type (Unit)	Historical Lathrop North Harlan Mossdale Village	Central Lathrop	Historical Lathrop North Harlan Mossdale Village	Central Lathrop
Single Family (DU)				
Neighborhood Parks	\$ 6,696	\$ 4,661	\$ 6,868	\$ 4,781
Community/Linear Parks	-	\$ 4,641	-	\$ 4,760
Facilities	\$ 4,102	\$ 4,102	\$ 4,208	\$ 4,208
Multi-Family (DU)				
Neighborhood Parks	\$ 4,782	\$ 3,329	\$ 4,906	\$ 3,415
Community/Linear Parks	-	\$ 3,315	-	\$ 3,401
Facilities	\$ 2,929	\$ 2,929	\$ 3,004	\$ 3,004

	Accounting Period			
	July 1, 2023 to Dec. 31, 2023		January 1, 2024 to June 30, 2024	
Land Use Type (Unit)	Mossdale Landing	Stewart Tract	Mossdale Landing	Stewart Tract
Single Family (DU)				
Parks	\$ 6,694	-	\$ 6,867	-
Facilities	\$ 2,688	\$ 4,102	\$ 2,757	\$ 4,208
Multi-Family (DU)				
Parks	\$ 4,780	-	\$ 4,904	-
Facilities	\$ 1,919	\$ 2,929	\$ 1,968	\$ 3,004

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 17,622,289
b.	Fees Collected	\$ 8,521,112
c.	Interest Earned	\$ 963,779
d.	Expenditures	(\$ 1,628,488)
e.	Transfers Out	(\$ 4,951,198)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 20,527,494.45



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

Were funds from Fund 2260 expended during the reporting period? Yes

**b. Transfers and Loans: Description of Transfers and Loans made from fund.**

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

A total of \$4,951,198 was transferred from Fund 2260 to the following projects;

- \$3,750,000 to Lathrop Community Center Project PK 22-05
- \$300,000 to the Cricket Pitch on Banta School Property Project PK 22-40
- \$119,830 to reimburse developer
- \$781,368 to reimburse CLSP for parks

**c. Refunds: Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Culture and Leisure Capital Facility Fee Fund 2260 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
New Lathrop Community Center, PK 22-05	\$ 6,599,999	100
Shilling Avenue Park Improvements, PK 22-34	\$ 370,000	27
Total	\$ 6,969,999	





## **Municipal Services Capital Facility Fee – 2270**

### **1. Fee Information**

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

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

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

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

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



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

<b>Accounting Period</b>		
	<b>July 1, 2023 to December 31, 2023</b>	<b>January 1, 2024 to June 30, 2024</b>
<u>Land Use Type (Unit)</u>	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract
Single Family (DU) Residential	\$ 4,596	\$ 4,714
Multi-Family (DU) Residential	\$ 3,282	\$ 3,367
Service Retail (Per 1,000 sf.)	\$ 2,995	\$ 3,072
Other Non-Residential (Per 1,000 sf.).	\$ 1,812	\$ 1,859

<b>Accounting Period</b>		
	<b>July 1, 2023 to December 31, 2023</b>	<b>January 1, 2024 to June 30, 2024</b>
<u>Land Use Type</u>	Mossdale Landing	Mossdale Landing
Single Family Residential	\$ 4,514	\$ 4,631
Multi-Family Residential	\$ 3,225	\$ 3,309
Service Retail (Per 1,000 sf.)	\$ 2,931	\$ 3,006
Other Non-Residential (Per 1,000 sf.)	\$ 1,773	\$ 1,819

<b>Accounting Period</b>		
	<b>July 1, 2023 to December 31, 2023</b>	<b>January 1, 2024 to June 30, 2024</b>
<u>Land Use Type</u>	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park
Service Retail (Per 1,000 sf.)	\$ 2,995	\$ 3,072
Other Non-Residential (Per 1,000 sf.)	\$ 1,812	\$ 1,859



**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 6,379,728
b.	Fees Collected	\$ 4,003,369
c.	Interest Earned	\$ 646,308
d.	Expenditures	
e.	Transfers Out	(\$ 5,017,900)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 6,011,505.45

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

Were funds from Fund 2270 expended during the reporting period? No

**b. Description of Transfers and Loans made from fund.**

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

A total of \$5,017,900 was transferred from Fund 2270 to the following projects;

- \$377,900 was transferred to the City Hall Facility service debt.
- \$4,640,000 was transferred to the Corp Yard Project, GG 21-13.

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Municipal Services Fee Fund 2270 currently has funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
Corp Yard Improvements, GG 21-13	\$10,120,000	100
Total	\$10,120,000	





## **Storm Drainage Capital Facility Fee – 2280**

### **1. Fee Information**

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

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

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

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

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

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

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

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

In July 2022, the CLSP storm drainage fees were updated to reflect the actual costs of the storm drainage facilities serving the area. The effective date of the updated fees were October 10, 2022.

Capital Facilities Fee Funds Report  
Storm Drainage Capital Facility Fee – 2280



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

Land Use Type	Unit	July 1, 2023 to December 31, 2023			January 1, 2024 to June 30, 2024		
		East Lathrop	North Harlan	Mosssdale	East Lathrop	North Harlan	Mosssdale
Low Density Residential	DU	\$ 1,083	\$ 1,083	\$ 414	\$ 1,111	\$ 1,111	\$ 424
Medium Density Residential	DU	-	-	\$ 284	-	-	\$ 291
High Density Residential	DU	-	-	\$ 222	-	-	\$ 228
Village Commercial	Acre	-	-	\$ 5,127	-	-	\$ 5,259
Service Commercial	Acre	\$ 7,445	\$ 7,445	\$ 5,127	\$ 7,637	\$ 7,637	\$ 5,259
Freeway Commercial	Acre	\$ 13,360	\$ 13,360	\$ 5,127	\$ 13,704	\$ 13,704	\$ 5,259
Neighborhood Commercial	Acre	\$ 3,307	\$ 3,307	\$ 5,127	\$ 3,392	\$ 3,392	\$ 5,259
Limited Industrial Zone 5	Acre	\$ 10,392	\$ 10,392	-	\$ 10,660	\$ 10,660	-
Limited Industrial Other Zones	Acre	\$ 5,792	\$ 5,792	-	\$ 5,942	\$ 5,942	-
General Industrial	Acre	\$ 7,033	\$ 7,033	-	\$ 7,214	\$ 7,214	-
Transit Station (Lathrop Road)	Acre	\$ 6,618	\$ 6,618	-	\$ 6,788	\$ 6,788	-
Fire Station (Yosemite)	Acre	\$ 7,455	\$ 7,445	-	\$ 7,637	\$ 7,637	-
Area of Benefit 6	Acre	\$ 2,886	-	-	\$ 2,961	-	-

Crossroads Land Use Type	Unit	July 1, 2023 to Dec. 31, 2023	Jan. 1, 2024 to June 30, 2024
Onsite	Acre	\$ 15,428	\$ 15,825
Offsite	Acre	\$ 8,798	\$ 9,024

Land Use Type	Unit	July 1, 2023 to October 9, 2023		October 10, 2023 to December 31, 2023		January 1, 2024 to June 30, 2024	
		CLSP (Storm Drain WS2)	CLSP (Storm Drain WS4)	CLSP (Storm Drain WS2)	CLSP (Storm Drain WS4)	CLSP (Storm Drain WS2)	CLSP (Storm Drain WS4)
All Developer	Acre	\$ 63,943	\$ 47,839	-	-	\$ 65,592	\$ 49,073
Single Family	DU	\$ 10,191	-	-	-	\$ 10,454	-
Multi-Family	DU	\$ 3,548	-	-	-	\$ 3,639	-

Land Use Type	Unit	July 1, 2023 to December 31, 2023		January 1, 2024 to June 30, 2024	
		SLSP - Non SLCC (Storm Drainage)	SLSP - Non SLCC (Regional Storm Drainage)	SLSP - Non SLCC (Storm Drainage)	SLSP - Non SLCC (Regional Storm Drainage)
OFC Commercial	1,000 sf.	\$ 74,082	\$ 5,673	\$ 75,992	\$ 5,820
Limited WHS	1,000 sf.	\$ 74,082	\$ 5,673	\$ 75,992	\$ 5,820
Warehouse	1,000 sf.	\$ 74,082	\$ 5,673	\$ 75,992	\$ 5,820



Land Use Type	Unit	July 1, 2023 to December 31, 2023		January 1, 2024 to June 30, 2024	
		Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)	Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)
Shopping Center	1,000 sf.	\$ 4,451	\$ 421	\$ 4,565	\$ 432
Office Park	1,000 sf.	\$ 3,904	\$ 369	\$ 4,005	\$ 379
Industrial Park	1,000 sf.	\$ 2,415	\$ 228	\$ 2,477	\$ 234
Warehouse	1,000 sf.	\$ 2,415	\$ 228	\$ 2,477	\$ 234

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 28,686
b.	Fees Collected	\$ 1,953,346
c.	Interest Earned	\$ 12,194
d.	Expenditures	(\$ 2,083,278)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	(\$ 89,051.85)

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

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

A total of \$2,083,278 was expensed from Fund 2280 to the following projects;

- \$243,763 for the City’s share of the South Lathrop’s Regional Outfall Structure.
- \$61,146 for Central Lathrop Specific Plan
- \$1,778,457 to reimburse developers for constructing public improvements.

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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





**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Storm Drainage Capital Facility Fee Fund 2280 currently does not have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Administration Capital Facility Fee – 2290**

**1. Fee Information**

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

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

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

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 3,668,935
b.	Fees Collected	\$ 886,365
c.	Interest Earned	\$ 181,390
d.	Expenditures	-
e.	Transfers Out	(\$ 100,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 4,636,689.82

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

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





**b. Description of Transfers and Loans made from fund.**

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

A total of \$100,000 was transferred from Fund 2290 to cover the Capital Facility Fee Program administration costs.

- \$100,000 was transferred to the Admin Services, General Fund.

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Administration Capital Facility Fee Fund 2290 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Environmental Mitigation Capital Facility Fee – 2310**

**1. Fee Information**

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

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

	July 1, 2023 to December 31, 2023	January 1, 2024 to June 30, 2024
Low Density Residential	\$ 241	\$ 248
Medium Density Residential	\$ 137	\$ 140
High Density Residential	\$ 50	\$ 51
Village Commercial	\$ 1,156	\$ 1,185
Service Commercial	\$ 1,156	\$ 1,185
Freeway Commercial	\$ 1,156	\$ 1,185
Waterfront Resort Commercial	\$ 1,156	\$ 1,185

**2. Fund Information During Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	-
b.	Fees Collected	-
c.	Interest Earned	-
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	-



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

Were funds from Fund 2310 expended during the reporting period? No

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-2024: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Environmental Mitigation Fund 2310 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.





**Regional Levee Impact Fee – 2315**

**1. Fee Information**

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

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

On September 12, 2022, Lathrop City Council approved the Nexus Study Update for the Regional Urban Level of Flood Protection Levee Impact Fee. This update reflects an updated program cost estimate that addresses climate change and updates to program funding from other sources. The effective date of the updated fee was November 11, 2022.

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

Land Use Type	Unit	July 1, 2023 to November 10, 2023		November 11, 2023 to June 30, 2024	
		Levee Impact	Admin Fee	Levee Impact	Admin Fee
Single Family – Residential	Acre	\$ 22,633	\$ 700	\$ 22,633	\$ 700
Multi-Family - Residential	Acre	\$ 21,180	\$ 655	\$ 21,180	\$ 655
Commercial	Acre	\$ 21,415	\$ 662	\$ 21,415	\$ 662
Industrial	Acre	\$ 16,774	\$ 519	\$ 16,774	\$ 519



**2. Fund Information During Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ -
b.	Fees Collected	\$ 1,715,074
c.	Interest Earned	
d.	Expenditures	(\$ 1,715,074)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	-

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

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

A total of \$1,715,074 was expensed from Fund 2315 to SJAFCA pursuant to the approved Regional Levee Impact Fee Collection Agreement for the Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee.

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-2024: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Levee Impact Fee Fund 2315 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to collect and transmit the development impact fee to SJAFCA to fund construction of the development impact fee projects identified in the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Study “Final Nexus Study” adopted November 8, 2018, SJAFCA, Resolution No. 18-21.



**West Central Lathrop Transportation Capital Facility Fee – 2320**

**1. Fee Information**

a. Description and History of Fee: The West/Central Lathrop Regional Transportation Fee is a supplemental fee collected, in conjunction with the original 1997 WLSP (West Lathrop Specific Plan) Regional Transportation Fee, in order to fund traffic improvements needed as a result of new development.

Negotiations between developers and City staff concluded that a West/Central Lathrop Regional Traffic Impact Fee would be added to the Capital Facilities Fee (CFF) Program that would help to fund projects identified in the 1997 WLSP Regional Fee as well as to fund newly added improvements.

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

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

In July 2022, the West Central Transportation CFF was updated to include new traffic signals. The effective date of the updated fees were October 10, 2022

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

July 1, 2023 to December 31, 2023					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$ 4,216	\$ 3,179	\$ 4,425	\$ 4,847
Multi-Family	DU	\$ 2,600	\$ 1,954	\$ 2,717	\$ 2,976
Retail Commercial	1,000 sf	\$ 6,678	\$ 5,040	\$ 5,639	\$ 8,055
Service/Office Commercial	1,000 sf	\$ 6,048	\$ 4,567	\$ 4,119	\$ 4,447

January 1, 2024 to June 30, 2024					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$ 4,325	\$ 3,261	\$ 4,539	\$ 4,972
Multi-Family	DU	\$ 2,667	\$ 2,005	\$ 2,787	\$ 3,052
Retail Commercial	1,000 sf	\$ 6,851	\$ 5,170	\$ 5,784	\$ 8,263





Service/Office Commercial	1,000 sf	\$ 6,204	\$ 4,685	\$ 4,225	\$ 4,562
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**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 15,832,622
b.	Fees Collected	\$ 3,707,526
c.	Interest Earned	\$ 763,898
d.	Expenditures	(\$ 148,837)
e.	Transfers Out	(\$ 3,503,406)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 16,651,803.77

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

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

A total of \$148,837 was expended from Fund 2320 to the following projects;

- \$46,071 To reimburse developers for construction public improvements
- \$102,766 to reimburse developers for Central Pacific Street and Spartan Way

**b. Description of Transfers and Loans made from fund.**

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

A total of \$3,503,406 was transferred from Fund 2320 to cover the cost of the following projects;

- \$3,000,000 was transferred to Louise Avenue and I-5 Improvements Project PS 06-06
- \$503,406 was transferred to Manthey Bridge Project PS 12-04

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

Capital Facilities Fee Funds Report  
 West Central Lathrop Transportation Capital Facility Fee – 2320



The West Central Lathrop Transportation Capital Facility Fee Fund 2320 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
Manthey Road Bridge Replacement, PS 12-04	\$ 1,682,268	4
Louise Avenue/I-5 Interchange Right-of-Way, PS 06-06	\$ 6,688,975	61
Total	\$ 8,372,243	





**West Lathrop Specific Plan Regional Transportation Impact Fee – 2330**

**1. Fee Information**

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

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

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

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

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

Land Use Type	Unit	July 1, 2023 to December 31, 2023	January 1, 2024 to June 30, 2024
Single Family	DU	\$ 415	\$ 426
Multi Family	DU	\$ 486	\$ 499
Retail Commercial	1,000 sf	\$ 2,324	\$ 2,384
Service Commercial	1,000 sf	\$ 644	\$ 661

**2. Fund Information During Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 267,134
b.	Fees Collected	\$ 439,614
c.	Interest Earned	\$ 16,960
d.	Expenditures	(\$ 8,440)
e.	Transfers Out	(\$100,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 615,267.62



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

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

A total of \$8,440 expended from Fund 2330 to the following projects;

- \$8,440 to reimburse development for constructed public improvements.

**b. Description of Transfers and Loans made from fund.**

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

A total of \$100,000 was transferred from Fund 2330 to the Manthey Bridge Project PS 12-04

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The West Lathrop Specific Plan Regional Transportation Impact Fee Fund 2330 currently has funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
Manthey Road Bridge Replacement, PS 12-04	\$472,150	1
Total	\$472,150	



**Lathrop Local East – 2340 and Lathrop Local West - 2360**

**1. Fee Information**

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

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

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

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

Land Use Type	Unit	July 1, 2023 to June 30, 2024
Single Family	DU	\$ 4,441
Multi Family	DU	\$ 2,664
Industrial	1,000 sf	\$ 1,350
Service/Office Commercial	1,000 sf	\$ 2,220
Retail Commercial	1,000 sf	\$ 1,760
Warehouse	1,000 sf	\$ 550





**2. Fund 234 – RTIF – Lathrop Local East**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 2,681,741
b.	Fees Collected	\$ 39,357
c.	Interest Earned	\$ 126,140
d.	Expenditures	(\$ 2,106)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 2,845,131.96

**Fund 236 – RTIF – Lathrop Local West**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 12,284,376
b.	Fees Collected	\$ 2,268,642
c.	Interest Earned	\$ 603,593
d.	Expenditures	(\$ 7,468)
e.	Transfers Out	(\$ 503,406)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 14,645,736.83

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

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

A total of \$2,106 was expended from Fund 2340 and \$7,468 was expended from Fund 2360 to pay San Joaquin Council of Governments for a portion of third party cost to implement the RTIF Program.

**b. Description of Transfers and Loans made from fund.**

Were funds from Fund 2340 and 2360 transferred or loaned during the reporting period? Yes

A total of \$503,406 was transferred from Fund 2360 to reimburse development for constructed public improvements.

**c. Description of refunds made during reporting period.**

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



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Lathrop Local East Fee Fund 2340 does not currently have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24.

The Lathrop Local West Fee Fund 2360 currently has funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
Manthey Road Bridge Replacement, PS 12-04	\$1,682,268	4
Total	\$1,682,268	



**Regional Transportation Impact Fee San Joaquin County – 2350**

**1. Fee Information**

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

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

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

**2. Fund 235 – RTIF SJ County 10%**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2023	\$ -
b.	Fees Collected	\$ 314,014
c.	Interest Earned	\$ 4,366
d.	Expenditures	(\$ 318,380)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	-

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

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

A total of \$318,380 was expensed from Fund 2350 to pay the County of San Joaquin for the portion of fee dedicated to RTIF Capital Projects within the County.

**b. Description of Transfers and Loans made from fund.**

Were funds from Fund 2350 transferred or loaned during the reporting period? No

**c. Description of refunds made during reporting period.**

Were funds from Fund 2350 refunded during this reporting period? No





**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

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



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

**1. Fee Information**

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

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

**2. Fund Information – RTIF SJCOG 15%**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2023	\$ -
b.	Fees Collected	\$ 471,020.86
c.	Interest Earned	\$ 6,531.16
d.	Expenditures	(\$ 477,552)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	-

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

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

A total of \$477,552 was expensed from Fund 2370 to pay the San Joaquin Council of Governments (SJCOG) on a quarterly basis per the RTIF Operating Agreement.

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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





**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

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



**Offsite Roadway Improvements Capital Facility Fee – 2380**

**1. Fee Information**

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

Central Lathrop Land Use Type	Unit	July 1, 2023 to June 30, 2024
Single Family	DU	\$ 180
Multi Family	DU	\$ 111
Retail Commercial	1,000 sf	\$ 231
Service/Office Commercial	1,000 sf	\$ 168

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 163,855
b.	Fees Collected	\$ 77,265
c.	Interest Earned	\$ 8,376
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 249,495.71

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

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



**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Offsite Roadway Improvements Fee Fund 2380 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.





**North Lathrop Transportation Capital Facility Fee – 2420**

**1. Fee Information**

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

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

July 1, 2023 to June 30, 2024		
Land Use Type	Unit	City of Lathrop N Lathrop Transportation
CLSP Residential	DU	\$ 780.72
CLSP Commercial	1,000 sf	\$ 4,275.40
N Lathrop Area – Residential	DU	\$ 924.55
N Lathrop Area – Commercial	1,000 sf	\$ 61,156.92
Gordon Trucking – Industrial	Acre	\$ 24,397.70
LN Industrial Building	1,000 sf	\$ 1,302.77
KSC Travel Center- Highway Commercial	Acre	\$ 124,206.49
<b>Other Lathrop Projects – Residential</b>	DU	\$ 900.84
Highway Commercial	1,000 sf	\$ 97,590.81

July 1, 2023 to June 30, 2024		
Land Use Type	Unit	City of Manteca N Lathrop Transportation
Center Point- Light Industrial	1,000 sf	\$ 982.97
<b>Other Manteca Projects – Light Industrial</b>	1,000 sf	\$ 1,637.22
Retail	1,000 sf	\$ 27,785.55

July 1, 2023 to June 30, 2024		
Land Use Type	Unit	San Joaquin County N Lathrop Transportation
Intermodal facility – Light Industrial	Acre	\$ 57,729.79
<b>Other SJ County Projects – Residential</b>	Acre	\$ 2,766.11
Retail	Acre	\$ 102,026.77
Light Industrial	Acre	\$ 8,598.91



**2. Fund Information during Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2022	\$ 11,587
b.	Fees Collected	-
c.	Interest Earned	\$ 500
d.	Expenditures	-
e.	Transfers Out	(\$11,437)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 650.02

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

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

**b. Description of Transfers and Loans made from fund.**

Were funds from Fund 2420 transferred or loaned during the reporting period? Yes /

A total of \$11,437 was transferred from Fund 2420 to Roth Road and I-5 Improvements Project PS 14-04.

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The North Lathrop Transportation Fee Fund 2420 does not currently have funds appropriated to the Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Park in Lieu – 3410**

**1. Fee Information**

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

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

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	\$ 1,734,093
b.	Fees Collected	\$ 1,300,058
c.	Interest Earned	\$ 93,070
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 3,127,220.42

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

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

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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





**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Park in Lieu Fee Fund 3410 currently does not have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



## Water Capital Facility Fee – 5610

### 1. Fee Information

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

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

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

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

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

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

In July 2022, the CLSP CFF was updated to include a new water tank and booster pump facility located. The effective date of the updated fees were October 10, 2022.





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

July 1, 2023 to December 31, 2023						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP-Non SLCC & Gateway	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,492		\$ 1,402	\$ 916	\$ 1,085	\$ 1,492
1 FS	\$ 1,492		\$ 1,402	\$ 916	\$ 1,085	\$ 1,492
¾	\$ 2,238		\$ 2,102	\$ 1,374	\$ 1,628	\$ 2,238
1	\$ 3,730		\$ 3,504	\$ 2,292	\$ 2,712	\$ 3,730
1 ½	\$ 7,458		\$ 7,010	\$ 4,582	\$ 5,423	\$ 7,458
2	\$ 11,933		\$ 11,216	\$ 7,331	\$ 8,679	\$ 11,933
3	\$ 22,376		\$ 21,028	\$ 13,747	\$ 16,271	\$ 22,376
4	\$ 37,292		\$ 35,048	\$ 22,912	\$ 27,119	\$ 37,292
6	\$ 74,584		\$ 70,094	\$ 45,823	\$ 54,235	\$ 74,584
8	\$ 119,334		\$ 112,150	\$ 73,318	\$ 86,777	\$ 119,334
10	\$ 216,293		\$ 203,273	\$ 132,888	\$ 157,283	\$ 216,293

January 1, 2024 to June 30, 2024						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP-Non SLCC & Gateway	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,530		\$ 1,438	\$ 940	\$ 1,113	\$ 1,530
1 FS	\$ 1,530		\$ 1,438	\$ 940	\$ 1,113	\$ 1,530
¾	\$ 2,296		\$ 2,157	\$ 1,409	\$ 1,670	\$ 2,296
1	\$ 3,826		\$ 3,595	\$ 2,351	\$ 2,782	\$ 3,826
1 ½	\$ 7,650		\$ 7,191	\$ 4,700	\$ 5,563	\$ 7,650
2	\$ 12,241		\$ 11,505	\$ 7,520	\$ 8,902	\$ 12,241
3	\$ 22,953		\$ 21,570	\$ 14,101	\$ 16,690	\$ 22,953
4	\$ 38,253		\$ 35,952	\$ 23,502	\$ 27,818	\$ 38,253
6	\$ 76,507		\$ 71,902	\$ 47,005	\$ 55,634	\$ 76,507
8	\$ 122,411		\$ 115,043	\$ 75,209	\$ 89,015	\$ 122,411
10	\$ 221,871		\$ 208,515	\$ 136,315	\$ 161,340	\$ 221,871



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

South Lathrop Specific Plan Land Use Type (Storage)	Unit	July 1, 2023 to Dec. 31, 2023	Jan. 1, 2024 to June 30, 2024
Office Commercial	1,000 sqft	\$ 1,195	\$ 1,226
Limited Warehouse	1,000 sqft	\$ 565	\$ 580
Warehouse	1,000 sqft	\$ 161	\$ 165

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

South Lathrop Specific Plan Land Use Type (Water-Line)	Unit	July 1, 2023 to Dec. 31, 2023	Jan. 1, 2024 to June 30, 2024
Office Commercial	Acre	\$ 11,564	\$ 11,862
Limited Warehouse	Acre	\$ 11,564	\$ 11,862
Warehouse	Acre	\$ 11,564	\$ 11,862

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

Lathrop Gateway Business Park	July 1, 2023 to December 31, 2023		
Land Use Type	Water System Storage (Per 1,000 sf.)	Water Line Water Loop (Acre)	Water Line Non-Water Loop (Linear Foot)
Shopping Center	\$ 686	\$ 6,816	\$ 184.73
Office Park	\$ 648	\$ 6,816	\$ 184.73
Industrial Park	\$ 515	\$ 6,816	\$ 184.73
Warehouse	\$ 147	\$ 6,816	\$ 184.73

Lathrop Gateway Business Park	January 1, 2024 to June 30, 2024		
Land Use Type	Water System Storage (Per 1,000 sf.)	Water Line Water Loop (Acre)	Water Line Non-Water Loop (Linear Foot)
Shopping Center	\$ 704	\$ 6,992	\$ 189.49
Office Park	\$ 664	\$ 6,992	\$ 189.49
Industrial Park	\$ 528	\$ 6,992	\$ 189.49
Warehouse	\$ 151	\$ 6,992	\$ 189.49



Central Lathrop Specific Plan	Water System Storage Tank #1	
Land Use Type	October 10, 2023 to December 31, 2023	January 1, 2024 to June 30, 2024
Single Family Home	\$ 2,452	\$ 2,515
Multi-Family Homes	\$ 1,512	\$ 1,551
All Development	\$ 7,414	\$ 7,605

**2. Fund Information during Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 6,408,193.20
b.	Fees Collected	\$ 1,877,014
c.	Interest Earned	\$ 324,617
d.	Expenditures	(\$ 1,218,316)
e.	Transfers Out	(\$ 1,000,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 6,391,507.65

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

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

A total of \$1,218,316 was expended from Fund 5610 to reimbursed developers for constructing public improvements.

**b. Description of Transfers and Loans made from fund.**

Were funds from Fund 5610 transferred or loaned during the reporting period? Yes

A total of \$1,000,000 was transferred from Fund 5610 to the East Lathrop Water Main and Lateral Upgrades.

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**



Capital Facilities Fee Funds Report  
Water Capital Facility Fee – 5610



The Water Capital Facility Fee Fund 5610 currently has funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

Project	Amount	% of Improvements
East Lathrop Water main and Lateral Upgrades, PW 24-12	\$1,000,000	83
Total	\$1,000,000	



**Surface Water Capital Facility Fee – 5640**

**1. Fee Information**

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

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

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

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

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

July 1, 2023 to December 31, 2023			
Meter Size	East Lathrop, North Harlan, Crossroads & SLSP- SLCC	Central Lathrop	Mossdale Village, SLSP – Non SLCC & Gateway
5/8	\$ 3,295	\$ 6,080	\$ 4,492
1” FS	\$ 3,295	\$ 6,080	\$ 4,492
¾	\$ 4,943	\$ 9,120	\$ 6,738
1	\$ 8,239	\$ 15,200	\$ 11,230
1 ½	\$ 16,477	\$ 30,400	\$ 22,460
2	\$ 26,363	\$ 48,640	\$ 35,936
3	\$ 49,431	\$ 91,200	\$ 67,380
4	\$ 82,386	\$ 152,00	\$ 112,300
6	\$ 164,771	\$ 304,000	\$ 224,600
8	\$ 263,634	\$ 486,400	\$ 359,360
10	\$ 477,837	\$ 881,600	\$ 651,340



January 1, 2024 to June 30, 2024			
Meter Size	East Lathrop, North Harlan, Crossroads, & SLSP - SLCC	Central Lathrop	Mossdale Village, SLSP – Non SLCC & Gateway
5/8	\$ 3,442	\$ 6,099	\$ 4,507
1" FS	\$ 3,442	\$ 6,099	\$ 4,507
¾	\$ 5,162	\$ 9,149	\$ 6,761
1	\$ 8,604	\$ 15,248	\$ 11,268
1 ½	\$ 17,208	\$ 30,495	\$ 22,535
2	\$ 27,532	\$ 48,792	\$ 36,056
3	\$ 51,623	\$ 91,485	\$ 67,605
4	\$ 86,038	\$ 152,475	\$ 112,675
6	\$ 172,077	\$ 304,950	\$ 225,350
8	\$ 275,323	\$ 487,920	\$ 360,560
10	\$ 499,022	\$ 884,355	\$ 653,515

**2. Fund Information during Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2023	\$ 3,451,603
b.	Fees Collected	(\$ 2,723,707)
c.	Interest Earned	\$ 184,064
d.	Expenditures	(\$ 415,241)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2024	\$ 496,720.37

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

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

A total of \$415,241 was expensed from Fund 5640 to reimbursed developers for constructing public improvements.

**b. Description of Transfers and Loans made from fund.**

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

**c. Description of refunds made during reporting period.**

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





**3. Planned Projects for Fiscal Year 2023-2024: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

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



## Sewer Capital Facility Fee – 6030

### **1. Fee Information**

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

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

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

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

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





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

July 1, 2023 to December 31, 2023				
Meter Size	East Lathrop & North Harlan	Crossroads	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mossdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 6,710		\$ 55	\$ 1,312
1" FS	\$ 6,710		\$ 55	\$ 1,312
3/4	\$ 10,065		\$ 83	\$ 1,967
1	\$ 16,775		\$ 138	\$ 3,279
1 ½	\$ 33,550		\$ 275	\$ 6,556
2	\$ 53,680		\$ 440	\$ 10,489
3	\$ 100,650		\$ 827	\$ 19,668
4	\$ 167,750		\$ 1,379	\$ 32,780
6	\$ 335,499		\$ 2,757	\$ 65,559
8	\$ 536,799		\$ 4,411	\$ 104,894
10	\$ 972,948		\$ 7,995	\$ 190,122
ISU	\$ 10,258			
GPD		\$ 49.61		

January 1, 2024 to June 30, 2024				
Meter Size	East Lathrop & North Harlan	Crossroads	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mossdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 6,883		\$ 56	\$ 1,346
1" FS	\$ 6,883		\$ 56	\$ 1,346
3/4	\$ 10,325		\$ 86	\$ 2,018
1	\$ 17,208		\$ 142	\$ 3,363
1 ½	\$ 34,415		\$ 282	\$ 6,725
2	\$ 55,064		\$ 452	\$ 10,760
3	\$ 103,245		\$ 849	\$ 20,176
4	\$ 172,076		\$ 1,415	\$ 33,625
6	\$ 344,151		\$ 2,828	\$ 67,250
8	\$ 550,642		\$ 4,525	\$ 107,599
10	\$ 998,038		\$ 8,201	\$ 195,024
ISU	\$ 10,523			
GPD		\$ 50.89		

Capital Facilities Fee Funds Report  
Sewer Capital Facility Fee – 6030



<u>Central Lathrop Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Single Family - Residential	DU	\$ 3,134	\$ 3,215
Multi-Family - Residential	DU	\$ 2,664	\$ 2,733
Commercial	1,000 sf.	\$ 708	\$ 726
Industrial	1,000 sf.	\$ 708	\$ 726

<u>South Lathrop Specific Plan – SLSP Non SLCC Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Office Commercial	Acre	\$ 23,608	\$ 24,217
Limited Industrial	Acre	\$ 23,608	\$ 24,217
Warehouse	Acre	\$ 23,608	\$ 24,217

<u>Lathrop Gateway Business Park Land Use Type</u>	<u>Unit</u>	<u>July 1, 2023 to Dec. 31, 2023</u>	<u>Jan. 1, 2024 to June 30, 2024</u>
Shopping Center	1,000 sf.	\$ 846	\$ 867
Office Park	1,000 sf.	\$ 742	\$ 761
Industrial Park	1,000 sf.	\$ 355	\$ 364
Warehouse	1,000 sf.	\$ 355	\$ 364

**2. Fund Information during Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2023	\$ 11,656,012
b.	Fees Collected	\$ 2,044,280
c.	Interest Earned	\$ 578,900
d.	Expenditures	(\$ 2,413)
e.	Transfers Out	(\$ 2,548,289)
f.	Refunds	-
g.	Prior Year Adjustments	-
h.	Ending Fund Balance as of June 30, 2024	\$ 11,728,489.75



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

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

A total of \$2,413 was expensed from Fund 6030 to reimburse developers for constructing public improvements.

**b. Description of Transfers and Loans made from fund.**

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

A total of \$2,548,289 was transferred from Fund 6030 to cover the following projects;

- \$2,250,000 for the Consolidated Treatment Facility Phase 3 Project WW 22-38
- \$298,289 for the Surface Water Discharge Project, WW 20-17

**c. Description of refunds made during reporting period.**

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

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Sewer Capital Facility Fee Fund 6030 currently has no funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

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**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**ITEM: PROPOSED FISCAL YEAR 2025/26 AND FISCAL YEAR 2026/27 BIENNIAL BUDGET CALENDAR**

**RECOMMENDATION: City Council to Consider and Approve the Proposed Fiscal Year 2025/26 and Fiscal Year 2026/27 Biennial Budget Calendar**

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**SUMMARY:**

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

- April 2025, Parks and Recreation Commission reviews Parks Budgets
- April 2025, Planning Commission reviews CIP's for conformity with General Plan
- April 2025, Council sets a Public hearing for Maintenance Districts
- May 2025, Council reviews and prioritizes Capital Improvement Projects (CIP's)
- May 2025, Council holds a public hearing on the Maintenance Districts
- June 23 through 25, 2025, Council holds budget meetings to review and adopt Proposed Fiscal Year 2025/26 and Fiscal Year 2026/27 Biennial Budget

Staff request that City Council consider approval of the Biennial Budget Calendar (Attachment A) outlining key dates to guide the development of the City's Fiscal Year 2025/26 and Fiscal Year 2026/27 Budget.

**BACKGROUND:**

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

Preparation of the budget is coordinated by the Finance Department in collaboration with each City department. The budget process spans about six months, beginning

**CITY MANAGER’S REPORT** **Page 2**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**PROPOSED FISCAL YEAR 2025/26 AND FISCAL YEAR 2026/27 BIENNIAL**  
**BUDGET CALENDAR**

in January to ensure a budget is in place by July 1<sup>st</sup>. As recommended by the National Advisory Council on State and Local Budgeting (NACSLB), the City develops a budget calendar with key dates, budget tasks, and events to prevent misinformation and to ensure stakeholder participation.

The proposed Fiscal Year 2025/26 and Fiscal Year 2026/27 Biennial Budget Calendar is provided in Attachment A. Some of the major budget activities are summarized on the timetable below.

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

**REASON FOR RECOMMENDATION:**

Staff recommends approval of the attached Biennial Budget Calendar to ensure all departments and stakeholders are embracing key budget tasks, events, and decisions. This allows everyone to have an opportunity to plan and participate in the budget development process. Additionally, a calendar will facilitate the preparation and approval of a budget before the start of the new fiscal year beginning July 1, 2025.

**ATTACHMENTS:**

- A.** Proposed Fiscal Year 2025/26 and Fiscal Year 2026/27 Biennial Budget Calendar

**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**PROPOSED FISCAL YEAR 2025/26 AND FISCAL YEAR 2026/27 BIENNIAL**  
**BUDGET CALENDAR**

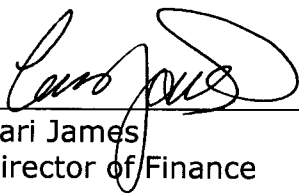
**APPROVALS:**



\_\_\_\_\_  
Sandra Frias  
Sr. Management Analyst

12/27/24

\_\_\_\_\_  
Date



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Cari James  
Director of Finance

1/6/2025

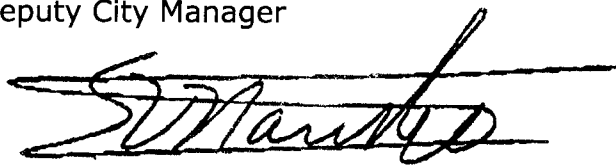
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Thomas Hedegard  
Deputy City Manager

12/30/2024

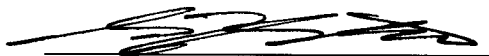
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\_\_\_\_\_  
Salvador Navarrete  
City Attorney

12/27/2024

\_\_\_\_\_  
Date



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Stephen J. Salvatore  
City Manager



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**City of Lathrop**  
**Fiscal Year 2025/26 and Fiscal Year 2026/27**  
**Biennial Budget Calendar**

December 2024							January 2025							February 2025							March 2025						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
1	2	3	4	5	6	7				1	2	3	4							1							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31	23	24	25	26	27	28	23	24	25	26	27	28	29		
																			30	31							

 City Council Meeting  
 Holiday

Date	Action
Dec 2024	Finance Office is responsible for providing departments with information necessary to prepare their budget request.
Jan 2025	Measure C Community Oversight Committee Meeting.
Feb 2025	Departments prepare and submit maintenance district budgets.
Mar 2025	Finance presents Mid-Year Budget Amendments for FY 2024/25 for City Council consideration.
Apr 2025	Parks and Recreation Commission review Recreation's budget requests.
Apr 2025	Finance reviews departments budget requests and prepares a Draft Preliminary Biennial Budget for the City Manager's review. (Including Measure C Expenses)
Apr 2025	City Manager meets with departments and reviews budget request.
Apr 2025	Planning Commission reviews proposed Capital Improvement Projects for conformity to the General Plan.
Apr 2025	Notice of Public Hearing (May 12, 2025) sent to all property owners within district boundaries.
Apr 2025	City Clerk publishes the Notice of Public Hearing for Capital Improvement Projects.
Apr 2025	City Council receives preliminary engineer reports for maintenance districts, adopts resolution of intent to levy, and sets the date of the Public Hearing ( May 12, 2025)



**City of Lathrop**  
**Fiscal Year 2025/26 and Fiscal Year 2026/27**  
**Biennial Budget Calendar**

April 2025							May 2025							June 2025							July 2025						
S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	S	M	T	W	TH	F	S
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
27	28	29	30				25	26	27	28	29	30	31	29	30						27	28	29	30	31		

City Council Meeting  
 Holiday

Date	Responsible Party	Action
May 2025		City Council reviews and prioritizes proposed Capital Improvement Projects.
May 2024		City Council holds a Public Hearing - Ordering the Levy and Collection of Assessments.
May 2025		Finance prepared and prints the Fiscal Year 2023/24 and Fiscal Year 2024/25 Preliminary Biennial Budget.
June 23, 2025 thru June 25, 2025		Budget Meetings: City Council reviews and Adopts Final Biennial Budget for FY2023/24 and FY 2024/25.
Jun 2025		Fiscal Year 2023/24 and Fiscal Year 2024/25 Preliminary Biennial Budget delivered to City Council and made available to the public.
Jul 2025		Finance prepares and prints Adopted Biennial Budget.
Sep 2025		Fiscal Year 2024/25 Year-End Report with potential amendments to Biennial Budget Year-1
Mar 2026		Fiscal Year 2025/26 Mid-Year Report with potential amendments to Biennial Budget Year-2



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## ITEM 4.7

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVE OUT OF STATE TRAVEL FOR THE MAYOR TO ATTEND THE U.S. CONFERENCE OF MAYORS 93<sup>RD</sup> WINTER MEETING

**RECOMMENDATION:** Adopt Resolution Authorizing Out of State Travel for the Mayor to Attend the U.S. Conference of Mayors 93<sup>rd</sup> Winter Meeting in Washington, DC, January 17 - 19, 2025

---

#### SUMMARY:

The United States Conference of Mayors is the official organization of cities with populations of 30,000 or more. Each city is represented in the conference by its Chief Elected Official, the Mayor. The purpose of the conference is to bring together Mayors of various regions to engage with the White House, Administration, and Congress to ensure that federal policy addresses the priorities of cities. The conference provides the Mayors with the opportunity to attend the Winter and Annual Meetings and serve on the Standing Committee where the Conference's policy priorities are shaped.

Through the conference, the Mayors can connect, network, and share best practices with other Mayors. The conference offers many meeting opportunities and in-person events that offer formal and informal opportunities to grow networking, providing support, insight, and camaraderie for many years to come.

City Council approval is requested for out-of-state travel for Mayor Akinjo to attend the U.S. Conference of Mayors 93<sup>rd</sup> Winter Meeting, in Washington, DC, from January 17, 2025, to January 19, 2025. The estimated cost is approximately \$6,200, which includes the registration, hotel, airfare, transportation, meals, and minor incidentals. The current City Council training and travel budget for FY 2024-25 has sufficient funds to cover this travel request.

#### FISCAL IMPACT:

The estimated cost to attend the U.S. Conference of Mayors 93<sup>rd</sup> Winter Meeting is approximately \$6,200. Sufficient funds are currently available in the approved City Council training and travel budget for FY 2024-25.

#### ATTACHMENTS:

- A. Resolution Approving Out of State Travel to the U.S. Conference of Mayors 93<sup>rd</sup> Winter Meeting to Washington, DC from January 17-19, 2025.
- B. U.S. Conference of Mayors 93<sup>rd</sup> Winter Meeting Registration Information.

**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING  
U.S. CONFERENCE OF MAYORS 93<sup>RD</sup> WINTER MEETING**

**APPROVALS:**



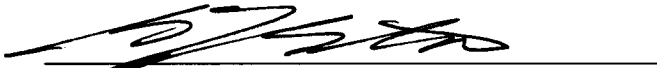
Teresa Vargas  
Government Services Director  
City Clerk

1/3/25  
Date



Salvador Navarrete  
City Attorney

1-6-2025  
Date



Stephen J. Salvatore  
City Manager

1-8-25  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR MAYOR AKINJO TO ATTEND THE U.S. CONFERENCE OF MAYORS 93<sup>RD</sup> WINTER MEETING IN WASHINGTON, DC, JANUARY 17 – 19, 2025**

**WHEREAS**, the U.S. Conference of Mayors is the official organization of cities with populations of 30,000 or more that allow each city to be represented in the conference by its Chief Elected Official; and

**WHEREAS**, the U.S Conference offers the elected Mayors to network, providing insight, camaraderie and opportunity to share best practices with other elected Mayors; and

**WHEREAS**, out of state travel approval is required for the Mayor to attend the U.S Conference of Mayors 93<sup>rd</sup> Winter Meeting to be held in Washington, DC from January 17, 2025 through January 19, 2025; and

**WHEREAS**, the estimated cost to attend the U.S Conference of Mayors' 93<sup>rd</sup> Winter Meeting is approximately \$6,200, and sufficient funds are currently available in the approved City Council training and travel budget for FY 2024-25.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop authorize the out of state for Mayor Akinjo to attend and represent the City of Lathrop at the U.S Conference of Mayors 93<sup>rd</sup> Winter Meeting to be held in Washington, DC from January 17, 2025, through January 19, 2025.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**[\*\*EXTERNAL\*\*] Hotel Reservation Acknowledgement**

From The US Conference of Mayors Team <info@cvent.com>

Date Thu 12/5/2024 4:40 PM

To Monica Garcia [REDACTED]



# THE UNITED STATES CONFERENCE OF MAYORS

Jan 17, 2025 - Jan 19, 2025  
Washington, DC

Dear Paul,

Welcome to Washington for the The U.S. Conference of Mayors 93rd Winter Meeting.

Thank you for making your hotel reservation on Dec 5, 2024 for The U.S. Conference of Mayors 93rd Winter Meeting being held in Washington, DC, over the dates of Jan 17, 2025 - Jan 19, 2025.

All reservation changes can be made at the event website by [clicking here](#), or by calling 888-296-2967/301-570-0800 (International).

Reservation Information									
Acknowledgement Number:	[REDACTED]								
Your hotel:	Marriott Marquis Washington, DC								
Check-in:	Jan 16, 2025								
Check-out:	Jan 19, 2025								
Room type:	Run of House								
Guests per room:	1								
Guest name:	Paul Akinjo								
Share withs:	There are no other guests sharing this room								
Requests:	No Alcohol, No Upgrades								
Guarantee method:	Credit Card								
Nightly Rates:	<table border="1"><thead><tr><th>Date</th><th>Guests</th><th>Status</th><th>Rate</th></tr></thead><tbody><tr><td>Jan 16, 2025</td><td>1</td><td>Confirmed</td><td>670.00</td></tr></tbody></table>	Date	Guests	Status	Rate	Jan 16, 2025	1	Confirmed	670.00
Date	Guests	Status	Rate						
Jan 16, 2025	1	Confirmed	670.00						

	Jan 17, 2025	1	Confirmed	670.00
	Jan 18, 2025	1	Confirmed	670.00
<b>Additional Person Charges:</b>	<b>Additional Guest</b>	<b>Rate</b>		
	Second Guest		0.00	
	Third Guest		0.00	
	Fourth Guest		0.00	
	Fifth Guest		0.00	
<b>Total Room Charge:</b>	<b>2,010.00</b>			
	Room Rates shown do not include 15.95% Room Tax Per Night (subject to change). Total charges presented on the website will include all room fees and taxes.			
<b>Cancellation Policy:</b>	Cancellations made within 3 day of arrival will forfeit one night's room and tax.			
<b>Hotel Information</b>				
<b>Hotel Name:</b>	Marriott Marquis Washington, DC			
<b>Address:</b>	901 Massachusetts Avenue NW Washington, DC 20001			
<b>Weather:</b>	<a href="#">View the Weather Forecast</a>			

A kind note about calling the hotel "just to be sure"

Please do not call your hotel "to be sure" until after Jan 13, 2025. Please understand that processing your reservations from the Housing Bureau into the Hotel system will take a few days. Rest assured that if you have received a confirmation number already from the Housing Bureau, the hotel will honor your booking.

Thank you for your consideration.

After Jan 13, 2025, all reservation changes can be made by contacting the hotel directly at 202-824-9200. Passkey, its reservation system and/or their agents act only in the capacity of agent for all customers in all matters pertaining to hotel reservations, and as such are not responsible for guaranteed hotel rooms, damages, expenses, inconveniences or damage to any person or property from any cause whatsoever.

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**The United States Conference of Mayors**  
1620 I "Eye" St. NW, 4th Floor, Washington, DC - 20006

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Columbus, OH  
President  
DAVID HOLT  
Oklahoma City, OK  
Vice President  
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San Diego, CA  
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Rochester Hills, MI  
ELIZABETH B. KAUTZ  
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Hallandale Beach, FL  
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Fresno, CA  
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Phoenix, AZ  
JOHN GILES  
Mesa, AZ  
TISHAURA O. JONES  
St. Louis, MO  
JON MITCHELL  
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AFTAB PUREVAL  
Cincinnati, OH  
STEVEN REED  
Montgomery, AL  
JIM ROSS  
Arlington, TX  
ACQUANETTA WARREN  
Fontana, CA

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Providence, RI  
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Richmond, VA  
MATT TUERK  
Allentown, PA  
BRIAN C. WAHLER  
Piscataway, NJ  
STEVE WILLIAMS  
Huntington, WV  
VICTORIA WOODARDS  
Tacoma, WA

**CEO AND EXECUTIVE DIRECTOR**  
TOM COCHRAN



**THE UNITED STATES  
CONFERENCE OF MAYORS**

ATTACHMENT " B "

Friday, December 13, 2024

The Honorable Paul Akinjo  
390 Towne Centre Dr  
Lathrop, CA 95330

On behalf of the United States Conference of Mayors, I congratulate you on your election as Mayor of Lathrop. Your victory is a testament to your vision and commitment to your community.

Throughout history, people have looked to the nation's mayors for leadership. America's mayors are constantly on the frontlines—protecting residents, building more equitable and resilient cities, and shaping history.

For over 90 years, USCM has been the leading organization representing America's cities. Recently, in response to cities' extraordinary challenges, the Conference has continued to serve as a crucial resource and advocate. It has led bipartisan efforts to secure essential federal funding for cities of all sizes, including support through the American Rescue Plan and the Bipartisan Infrastructure Law.

With your election, you have joined a respected group of leaders from all over the country dedicated to improving America's cities. At the Conference, Democrats, Republicans, and Independents come together to get stuff done! Mayors of large and small municipalities, both urban and suburban, work together to address challenges and advocate for real change in our cities from Washington.

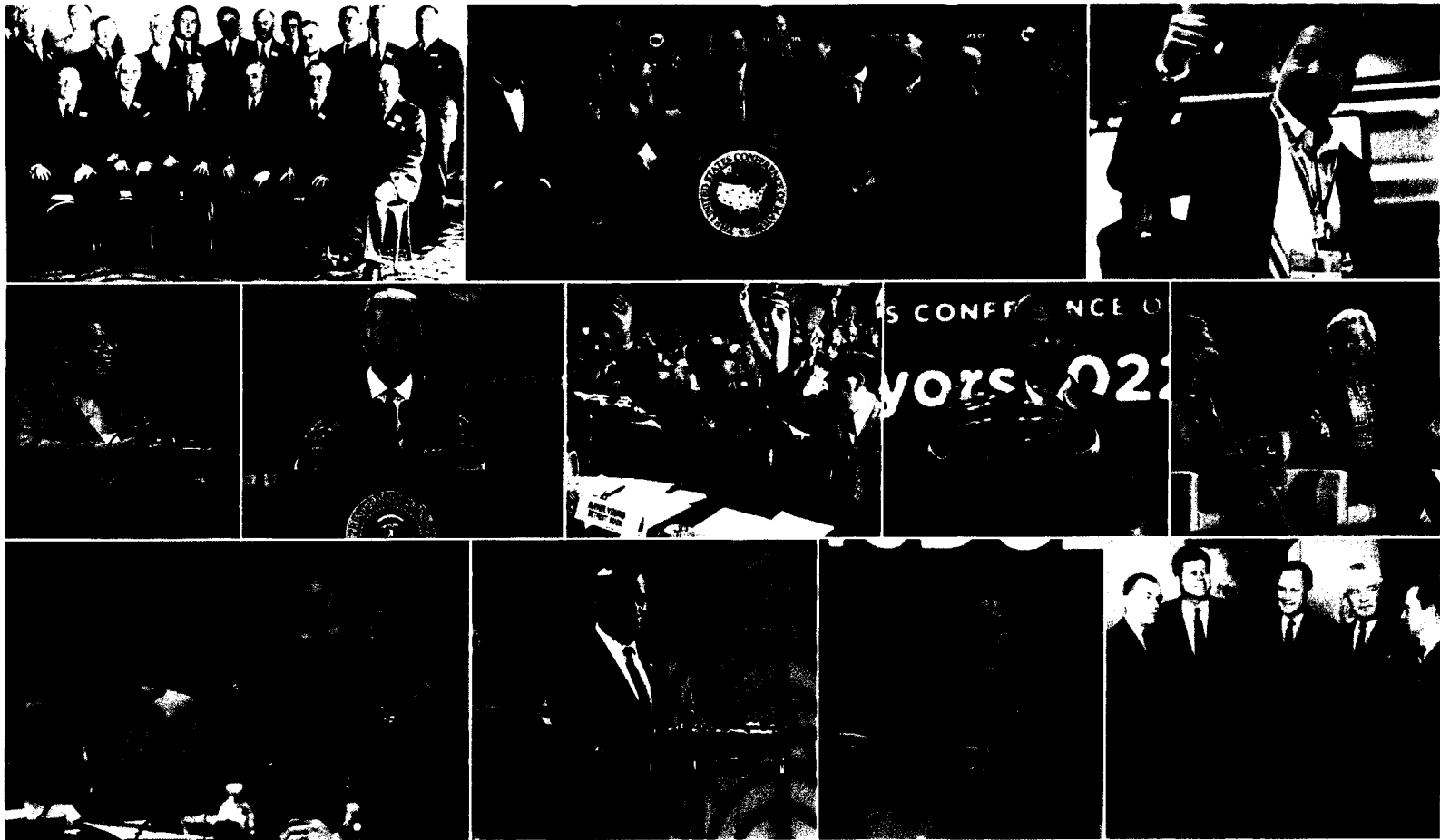
We hope you will consider joining the Conference as we continue advocating for the nation's cities. We would welcome the opportunity to work with you during your term to share best practices, amplify your voice, and lift the vision you have for Lathrop.

Congratulations, Mayor Akinjo! We look forward to speaking with you and working together in the future.

Sincerely,

Tom Cochran  
CEO & Executive Director  
tcochran@usmayors.org  
202/744.9110





**The United States Conference of Mayors is the official non-partisan organization of cities with populations of 30,000 or more. Each city is represented in the Conference by its chief elected official, the mayor.**

The United States Conference of Mayors was born out of the Great Depression. It was in 1932 that Detroit Mayor Frank Murphy invited the nation's mayors to his city to confront common problems caused by this dark time in our history. Twenty-nine mayors gathered and, together, they called for Congress to provide relief, which Congress and the White House passed. That first meeting galvanized the mayors to formalize their conference, and in February 1933 they did so in Washington, D.C. As it is today, the Conference continues to be a leading voice of cities in our nation's capital.

Throughout our history, it is the nation's mayors to whom people look for leadership. We were early leaders in the civil rights movement, so much so, that John F. Kennedy introduced the pillars of the Civil Rights Act at our Annual Meeting, shortly before he was assassinated. When the U.S. withdrew from the Kyoto Protocols, we organized mayors to call for a reduction of greenhouse gas emissions to pre-1990 levels. When the COVID-19 pandemic hit our country, it was the leadership of the Conference that worked to secure \$65.1 billion for all cities through the American Rescue Plan.

There are numerous other Conference milestones such as these, but it's where we are today, and going tomorrow, that matters most. The Conference is a strong forum for you—and all mayors—to advocate for the needs of your citizens and government. It's where you can share ideas with other mayors and learn about the best practices and policies being implemented to help move our country forward.

Perhaps the most extraordinary thing about the Conference is that we are a completely non-partisan organization in a city where partisanship and gridlock dominate more than ever. Democrats, Republicans, and Independents come together to get things done. Mayors of large cities, small cities, center cities, and suburbs work side-by-side to solve, improve, create, and effect positive change.

We sincerely hope you will be one of them, and we invite you to join us on this wonderfully gratifying journey we've been on for over 90 years.



THE UNITED STATES  
CONFERENCE OF MAYORS

For more information about joining, please visit

[usmayors.org/join](https://usmayors.org/join)

Stay Connected

[usmayors.org](https://usmayors.org)  
[@usmayors](https://twitter.com/usmayors)





**THE UNITED STATES  
CONFERENCE OF MAYORS**

Dear Paul,

Your registration has been confirmed. Please save this email for future reference.

Event: 93rd Winter Meeting

Attending: Paul Akinjo

Number in Party: 1

Date: January 17, 2025-January 19, 2025

Confirmation Number: [REDACTED]

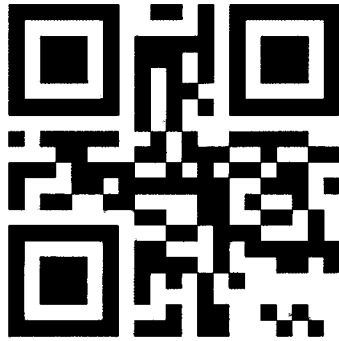
### Registration Information

Paul Akinjo  
Event Registration

**[You can view or modify your registration by clicking here.](#)**

Did you request a hotel reservation when registering? If not, you can [click here](#) to get started. Please contact Kevin Verge at [kvergs@usmayors.org](mailto:kvergs@usmayors.org) if you need to request hotel reservations and have registered for the WDC meeting.

You can collect your meeting credentials by scanning the QR code below at the registration desk.



Sincerely,

Julia Weyland  
United States Conference of Mayors  
[meetings@usmayors.org](mailto:meetings@usmayors.org)

If you no longer want to receive emails from United States Conference of Mayors, please [Opt-Out](#).

Your payment for the 93rd Winter Meeting event has been successfully processed. Please save this email for your records.

**Transaction Information**

<b>Item</b>	<b>Transaction Information</b>	<b>Quantity</b>	<b>Amount</b>
Event Registration	\$2,500.00	1	\$2,500.00
	<b>Transaction Total</b>		<b>\$2,500.00</b>

Registration Confirmation Number: R9NZ7V36WXP

[View Your registration](#)

If you have any questions about this transaction or email, please contact Julia Weyland directly at [meetings@usmayors.org](mailto:meetings@usmayors.org).



## THE UNITED STATES CONFERENCE OF MAYORS

Jan 17, 2025 - Jan 19, 2025  
Washington, DC

Dear Paul,

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Hotel Information																	
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Weather:	<a href="#">View the Weather Forecast</a>																

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Thank you for your consideration.

After Jan 13, 2025, all reservation changes can be made by contacting the hotel directly at 202-824-9200. Passkey: its reservation system and/or their agents act only in the capacity of agent for all customers in all matters pertaining to hotel reservations, and as such are not responsible for guaranteed hotel rooms, damages, expenses, inconveniences or damage to any person or property from any cause whatsoever.

The United States Conference of Mayors  
1620 I "Eye" St. NW, 4th Floor, Washington, DC - 20006

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**ITEM: OUT-OF-STATE TRAVEL APPROVAL FOR CITY STAFF TO PARTICIPATE IN THE ICSC LAS VEGAS CONFERENCE IN MAY 2025**

**RECOMMENDATION: Adopt a Resolution Authorizing Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the Innovating Commerce Serving Communities (ICSC) 2025 Conference in Las Vegas, Nevada from May 18, 2025 to May 20, 2025**

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**SUMMARY:**

In an effort to market the City of Lathrop to new job-generating businesses and retail establishments that complement the needs and desires of its residents, the Economic Development Administrator and Community Development Director request approval to travel out-of-state to attend the annual Innovating Commerce Serving Communities, formerly known as International Council of Shopping Centers (ICSC), conference to be held in Las Vegas, Nevada on May 18, 2025 to May 20, 2025. ICSC 2025 is focused on the attraction of retail establishments and shopping center developers.

**BACKGROUND:**

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

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

Attendance of two city staff members is being requested. Expenses for this out-of-state travel request include event registration, airfare, transportation, hotel, food, and participation in the Team California exhibit booth. ATTACHMENT "B" includes additional ICSC 2025 Conference and Team California Exhibit Booth Information.

**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING  
OUT-OF-STATE TRAVEL FOR CITY STAFF**

**PAGE 2**

**REASON FOR RECOMMENDATION:**

Staff requests that the City Council adopt the proposed resolution authorizing Out-of-State Travel for two city staff members to participate in the ICSC 2025 conference being held in Las Vegas Nevada from May 18, 2025 to May 20, 2025 for the purpose of marketing, outreach, and business attraction.

**FISCAL IMPACT:**

The total cost for the ICSC conference is estimated to be \$6,550. All expenses relating to this conference are within the City Manager Department's Economic Development Division and the Community Development Department's FY 2024-2025 budgets as approved by the City Council.

**ATTACHMENTS:**

- A. A Resolution of the City Council of the City of Lathrop to Authorize Out-of-State Travel for Two City Staff Members to Attend and Represent the City of Lathrop at the Innovating Commerce Serving Communities 2025 Conference in Las Vegas, Nevada from May 18, 2025 to May 20, 2025
- B. ICSC 2025 Las Vegas Conference and Team California Exhibit Booth Information



**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING  
OUT-OF-STATE TRAVEL FOR CITY STAFF**


**APPROVALS:**

  
\_\_\_\_\_  
Shelley Burcham  
Economic Development Administrator


12-5-2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Rick Caguiat  
Community Development Director


12/6/2024  
\_\_\_\_\_  
Date

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

12/5/2024  
\_\_\_\_\_  
Date

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

12-4-2024  
\_\_\_\_\_  
Date

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

12.18.24  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR CITY STAFF TO ATTEND AND REPRESENT THE CITY OF LATHROP AT THE INNOVATING COMMERCE SERVING COMMUNITIES (ICSC) CONFERENCE IN LAS VEGAS, NEVADA FROM MAY 18, 2025 TO MAY 20, 2025**

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

**WHEREAS**, staff has identified targeted industry opportunities to market the City for the attraction of industrial and commercial businesses and investment;

**WHEREAS**, the City will participate in the TeamCalifornia booth to leverage marketing dollars and provide Lathrop with a larger footprint at the exposition; and

**WHEREAS**, funding identified for marketing events has been considered and approved within the City Manager Department's Economic Development Division and the Community Development Department's FY 2024-2025 budgets.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop, authorizes out-of-state travel for the Economic Development Administrator and Community Development Director to attend and represent the City of Lathrop at the ICSC Conference in Las Vegas, Nevada from May 18, 2025 to May 20, 2025.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
PAUL AKINJO, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



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

### Registration Fees\*

**Register at the Advance Rate** (ends February 18, 2025, at 11:59 pm EST)

Member • **\$850**

Non-Member • **\$2,075**

Retailer Member • **\$0**

Student Member • **\$50**

**ICSC LAS VEGAS**

May 18-20, 2025

Las Vegas Convention Center  
Las Vegas, Nevada, United States



ICSC - Las Vegas 2025  
May 18 - 20, 2025 | Las Vegas, NV

Let your presence be known at the largest live ICSC event of the year, there's power in sharing a larger booth and presence together.

Let's work as a team to capture the retail marketplaces and dining you desire!

- Meet with prospects in a designated meeting space
- Display your marketing materials and giveaways
- We will provide you with leads of booth visitors
- TeamCalifornia does marketing for our attendees before, during and after the event
- Our booth always has a buzz about it, capture that energy with us!
- Exhibit with TeamCalifornia for a fraction of the cost of going it alone

**Booth Participation Cost:**  
**Booth with shared exhibiting and meeting tables**  
Members: \$2,200      Nonmembers: \$4,500

**WE HAVE A HANDFUL OF INDIVIDUAL KIOSK SPACES - FIRST COME FIRST SERVE**

**Kiosk sizes will be larger than last year!**  
Members: \$3500      Nonmembers: \$5,000

Contact [robin@teamca.org](mailto:robin@teamca.org) in order to participate!

Rates Increase After February 15, 2025

**TeamCalifornia**



## ITEM 4.9

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE SERVICE CONTRACT WITH FRANK M. BOOTH INC. TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR THE CITY'S HVAC SYSTEMS**

**RECOMMENDATION:** **Adopt a Resolution to Approve a Service Contract With Frank M. Booth Inc. to Provide Preventative Maintenance Services for the City's HVAC Systems**

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#### **SUMMARY:**

Frank M. Booth (FMB), has been providing both preventative maintenance and on-call heating, ventilation, and air conditioning (HVAC) services for all City facilities for over fifteen (15) years. FMB is familiar with the City's building and HVAC infrastructure and conducts quarterly maintenance on all City HVAC equipment to ensure the functionality and efficiency of the equipment in offices and common areas, including rooms that use specialized computer systems at all sites. This ensures that the critical technology infrastructure has a clean and cooling environment for optimal system operation, ultimately extending the life of the equipment.

The existing agreement for preventative maintenance has expired and further services are required to ensure the functionality of the equipment. Staff reached out to four (4) other vendors in the area, but none of them are willing to submit proposals for the required services that FMB has provided to the City for years because they are not able to provide the necessary specialized filtration materials, therefore a sole source exemption to bidding is pursuant to LMC 2.36.110. Staff is requesting City Council to approve a new service contract with FMB to provide preventative maintenance for the HVAC systems for a sum not to exceed \$103,360 for a one-year term. These expenses will be funded by the budget for each facility requiring services.

#### **BACKGROUND:**

For over fifteen (15) years, FMB has provided excellent service and when appropriate depending on the air quality requirements, especially during fire season when the air is most contaminated by smoke, FMB utilizes high-grade, special air filters to filter out more contaminants and provide cleaner air for the staff and the public inside the City's facilities, as well as to protect the sensitive computer room systems at all sites. This ensures that the critical technology infrastructure has a clean cooling environment for optimal system operation, ultimately extending the life of the equipment.

Preventative Maintenance is critical to the City's HVAC system as it prevents the equipment from breaking down or malfunctioning due to an issue that could have

**APPROVE SERVICE CONTRACT WITH FRANK M. BOOTH INC. TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS SERVICES**

been prevented. The HVAC machines require maintenance to ensure proper functionality and minimize equipment errors.

FMB is able to promptly provide the specialized filters and is the only vendor willing to ensure the functionality of the HVAC system. Staff reached out to four (4) other vendors in the area, but none of them are willing to submit proposals for the required services that FMB has provided to the City for years. These vendors are not willing to submit proposals to the City because they are not able to provide the required specialized filtration materials. Therefore, a sole source exemption to the bidding requirements is pursuant to LMC 2.36.110.

To ensure the functionality of City HVAC equipment and create a comfortable and healthy work environment with clean air for employees and visitors, as well as protect sensitive computer room systems at all sites, staff is requesting City Council to approve a service contract with an amount not to exceed of \$103,360 for a one-year term.

**REASON FOR RECOMMENDATION:**

Ensuring the functionality of the City's HVAC systems and prevent malfunctions from occurring will provide a comfortable and healthy environment that supports employee productivity, enhances the experience for visitors, and ensures the sustained performance of critical technological systems, ultimately resulting in long-term cost savings and operational efficiency.

**FISCAL IMPACT:**


This agreement will be funded by the budget of each facility requiring services. Each facility has sufficient funds to support services to the HVAC system.

**ATTACHMENTS:**

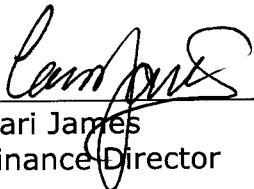
- A. A Resolution Approving Service Contract with Frank M. Booth Inc. to Provide Preventative Maintenance Services for the HVAC Systems
- B. Service Contract with Frank M. Booth Inc. to Provide Preventative Maintenance Services for the HVAC Systems

**APPROVE SERVICE CONTRACT WITH FRANK M. BOOTH INC. TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS SERVICES**

**APPROVALS:**

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


1-7-2025  
Date

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

1/8/2025  
Date

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

1.8.2025  
Date

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

1-7-2025  
Date

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

1.8.25  
Date

**RESOLUTION NO. 25 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE SERVICE CONTRACT WITH FRANK M. BOOTH TO PROVIDE PREVENTATIVE MAINTENANCE SERVICES FOR THE CITY'S HVAC SYSTEMS**

**WHEREAS,** Frank M. Booth (FMB), has been providing both preventative maintenance and on-call heating, ventilation, and air conditioning (HVAC) services for all City facilities for over fifteen (15) years; and

**WHEREAS,** this ensures that the critical technology infrastructure has a clean and cooling environment for optimal system operation, ultimately extending the life of the equipment; and

**WHEREAS,** the existing agreement for preventative maintenance services is expired and depleted in funds however on-going services and repairs are required; and

**WHEREAS,** FMB is the only vendor able to provide the required specialized materials in our region to ensure removal of contaminants and provide cleaner air therefore a sole source exception is pursuant to LMC 2.36.110; and

**WHEREAS,** to ensure the functionality of the City HVAC equipment and create a comfortable and healthy work environment with clean air for employees and visitors, as well as protect computer room systems at all sites, staff is requesting City Council approve a new service contract with a sum not to exceed \$103,360 for one year beginning January 13<sup>th</sup>, 2025.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop does hereby approve a Service Contract with Frank M. Booth Inc. to provide preventative maintenance services for the HVAC systems for one year beginning on January 13<sup>th</sup>, 2025 for an amount not to exceed \$103,360.



The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Paul Akinjo, Major

**ATTEST:**

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Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**



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Salvador Navarrete, City Attorney

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

**THIS SERVICE CONTRACT** (hereinafter "Contract") is for **January 13<sup>th</sup>, 2025**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Frank M Booth**. (hereinafter "Contractor"), whose Taxpayer Identification Number is **94-1257060**.

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

**SCOPE OF WORK**

CONSULTANT agrees to provide HVAC systems preventative maintenance services in accordance with the scope of work and fee proposal submitted by the CONSULTANT, attached as Exhibit "A" through Exhibit "J" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

**CONTRACT PRICE**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$103,360.00 for service fees as described in Exhibit "A" through Exhibit "J" and below

Water Utility Stations.....	\$ 3,722 per quarter (\$14,888 annual)
City Hall .....	\$3,913 per quarter (\$15,652 annual)
Community Center .....	\$1,794.50 per quarter (\$7,178 annual)
Generations Center .....	\$ 1,904.50 per quarter (\$7,618 annual)
Senior Center .....	\$1,483.50 per quarter (\$5,934 annual)
Corp Yard .....	\$1,666.50 per quarter (\$6,666 annual)
CTF .....	\$3,208.50 per quarter(\$12,834 annual)
Police Department .....	\$4,672.50 per quarter (\$18,690 annual)
Evidence Building .....	\$2,575 per quarter (\$10,300 annual)
Animal Center .....	\$900 per quarter (\$3,600 annual)

CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A" though Exhibit "J", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

## **SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

### **TIME FOR PERFORMANCE**

The effective date of this contract is January 13<sup>th</sup>, 2025 and shall terminate no later than January 12<sup>th</sup>, 2026. Provided, that the CITY has the option to extend this agreement under the same terms and conditions for one additional (12) month period, commencing on January 13, 2026 and terminating on January 12, 2026, with no change to Contract price of \$96,970.00. Any additional extensions of this contract beyond January 12, 2026 shall be based upon the agreement of the parties at that time.

### **PERMITS; COMPLIANCE WITH LAW**

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

### **INSPECTION BY CITY**

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

### **NOTICE**

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United

## **SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

### **ACCIDENT PREVENTION**

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

### **CONTRACTOR'S WARRANTY**

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

### **APPRENTICES**

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

### **HOURS OF WORK**

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is

## **SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

### **PAYROLL RECORDS**

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the 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 the Contractor.

## **SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or 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 the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

### **PREVAILING WAGES**

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims,

## SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS

liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

### INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall

## **SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars per occurrence (\$2,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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



**SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
  - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

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

## **SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

### **INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants 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.

### **SEVERABILITY**

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

### **COMPLETE AGREEMENT**

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

**SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

**INTERPRETATION**

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

**APPLICABLE LAW**

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

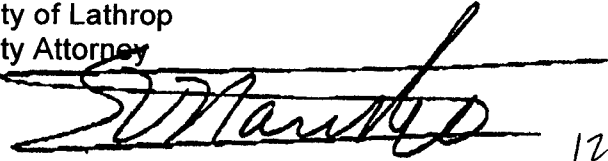
**SIGNATURES**

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

**SERVICE CONTRACT - CITY OF LATHROP AND FRANK M BOOTH TO PROVIDE THE PREVENTATIVE MAINTENANCE SERVICES FOR THE HVAC SYSTEMS**

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

12/27/24  
Date

Recommended for Approval

City of Lathrop  
Director of Information Systems

DocuSigned by:  
Tony Fernandes  
1C20DF53101E478

12/27/2024

Tony Fernandes

Date

Approved By:

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

Contractor:

Frank M. Booth, Inc.  
4220 Douglas Blvd  
Granite Bay, CA 95746

DocuSigned by:  
Robert Kaufman  
3B15B3A1E7E343B

12/27/2024

Frank M. Booth

Date

Fed ID # 94-1257060  
Lathrop Bus License No. 40098



*Our Performance Builds Relationships®*

4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Location: Multiple Locations (See Attachment B)**

**Scope of Work: Preventive Maintenance on Mechanical Equipment**

**Duration of program enrollment: One Year**

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**

**\$200.00 Over Time (Before or after regular business hours, including Saturday)**

**\$250.00 (Sundays and holidays)**

**Investment for Preventative Maintenance Services:**

**\$14,888.00 Annually, Billed Quarterly at \$3,722.00**

**Table of Contents:**

**Mechanical and HVAC Customer Care Program Features .....Attachment A**

**Equipment Covered .....Attachment B**

**Equipment Maintenance and Inspection Tasks .....Attachment C**

**Exclusions & Clarifications .....Attachment D**

**Signatures and P.O. Number .....Attachment E**

**Terms and Conditions .....Attachment F**



*"One Performance Builds Relationships"*

4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment A**

**HVAC Mechanical Preventative Maintenance Program Features:**

**Scheduled Preventive Maintenance:**

During scheduled maintenance visits, Frank M Booth, Inc will provide proactive, hands on maintenance services beyond manufacturer's specifications designed to improve equipment operation, increase energy efficiency, minimize breakdowns and prolong equipment life. Please reference detailed Maintenance and Inspection Tasking in Attachment C.

**Priority Service:**

You will receive priority service over customers not enrolled into the FMB Preventative Maintenance Program. Any service request generated by your company will be given priority status based on type of call and time of request.

**Preferred Customer Discount:**

Enrollment into the FMB Preventative Maintenance Program includes a preferred customer discount of 5% off regular rates.



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment B**

**Equipment Covered under Preventative Maintenance Program**

**Multiple Locations:**

<b>5098 Yosemite Equipment Information</b>			
<b>S. Lathrop Sewer and Storm</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
[REDACTED]			

<b>3450 Yosemite Equipment Information</b>			
<b>Gateway Sewer</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
[REDACTED]			

<b>18151 Mariboy Rd Equipment Information BPS 4</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
[REDACTED]			

<b>980 O Street Equipment Information</b>			
<b>O St. Sewer</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
[REDACTED]			

<b>S Harlan (Woodfield) Equipment Information Woodfield Sewer</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
[REDACTED]			

<b>783 Spartan Way Equipment Information</b>			
<b>Standford Crossings</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
[REDACTED]			

**FRANK M. BOOTH, INC.**

4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

*Ownership & Relationship\**

**105 Travertine Equipment Information**  
Stonebridge Storm

Tag Number	Manufacturer	Model Number	Frequency
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[Redacted]

**18421 McKinley Equipment Information** Well 21

Tag Number	Manufacturer	Model Number	Frequency
------------	--------------	--------------	-----------

[Redacted]

**15417 Stanford Crossing Equipment Information** BPS 6

Tag Number	Manufacturer	Model Number	Frequency
------------	--------------	--------------	-----------

[Redacted]

**952 Stewart Equipment Information** BPS 5  
RI Main

Tag Number	Manufacturer	Model Number	Frequency
------------	--------------	--------------	-----------

[Redacted]

**2908 Hemsworth Equipment Information** RI 2A

Tag Number	Manufacturer	Model Number	Frequency
------------	--------------	--------------	-----------

[Redacted]





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Granite Bay CA 95746  
(916) 878-3808

*Quality Service Builds Relationships\**

### **Attachment C**

## **Equipment Maintenance and Inspection Tasks**

### **Air Conditioning Unit and Heat Pump Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration
- Inspect for Any Leaks
- Check Crankcase Heater
- Check Compressor Mounts
- Check Compressor Operation
- Check Refrigerant Levels
- Inspect Bearings and Lubricate as Required\*
- Check Compressor Controls
- Check Condensate Pump\*
- Check Condensate Pan and Drains
- Check Belts and Adjust for Proper Tension\*
- Inspect Fan Wheel
- Inspect Condenser Coil Condition
- Check Condenser Fans
- Check Supply Fan Motor
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Change Filters
- Check Reversing Valve\*
- \*As Applicable

### **Split System Indoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump\*
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat/Remote control
- Check Washable Filters\*
- Inspect Indoor Coil Condition
- \*As Applicable



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**Equipment Maintenance and Inspection Tasks continued:**

**Split System Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Condenser Coil Condition
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Crankcase Heater
- Inspect Compressor Safeties
- Check Compressor Operation

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Granite Bay CA 95746  
(916) 878-3808

### Attachment D

### Classifications:

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916) 878-3808
- 24/7 after hours' emergency service available (888) 416-1711
- 2-hour minimum charge for service calls
- Maintenance inspections coincide with manufacturer specifications
- HVAC and mechanical engineering staff available for consultation
- Building Automation System Support if installed by FMB
- Enrollment into the Preventative Maintenance Program can be cancelled at any time by either party with a 30-day notice. Billing will be issued for services rendered.
- Contract will auto renew yearly.

### Exclusions:

- Temporary cooling
- Insurance covering mold, pollution or asbestos
- Refrigerant
- Work related to fire life safety
- Work related to lighting



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

Customer Service Relationships  
Attachment

### Signature and P.O. Number

Upon signature this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

#### Customer Representative Signature:

Authorizer Printed Name: \_\_\_\_\_

Authorizer's Title: \_\_\_\_\_

Authorizer Signature: \_\_\_\_\_

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

#### FMB Representative Signature:

Representative Printed Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

Attachment F

### Terms and Conditions

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after inspection and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been caused by the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement.
3. After hours and weekend emergency service calls are dispatched to the ON-CALL service technician within 30 minutes of receiving the call. The service technician will then contact the Owner/Agent and determine the proper scope of work. Emergency calls for CRAC units will be dispatched within 4 hours after receiving call.
4. Documentation will be provided for maintenance services and repairs performed.
5. Frank M. Booth, Inc. will make all reasonable efforts to avoid damage to property or injury to personnel. Frank M. Booth, Inc. will only be liable for injury or damage resulting from its sole negligence. Collateral damages, e.g. loss of computer time, productivity or work in process, is specifically excluded except as may result from the sole negligence of Frank M. Booth Inc.
6. Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to force majeure or any event beyond its control.
7. Except as has been previously disclosed in writing to Frank M. Booth, Inc., Owner/Agent represents that no asbestos or other hazardous or toxic materials are within the envelope or the area where the work covered by the Agreement is to take place.
8. Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by obsolete parts, negligent use or abuse, inadequate modification or repair by others or improper operation of the systems covered by the Agreement.
9. If payment is not received when due or if Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may enforce any remedies available by law, including without limitation, suspension or termination of services.
10. All invoices are due thirty days. Interest charges will be added to past due accounts.
11. Payment to Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent only upon FMB's performance of its obligations under the Subcontract.
12. Cost of Performance and Payment bond is not included.
13. It is assumed by FMB that the Customer will schedule, direct, and sequence the work competently and efficiently so as to provide FMB: i) coordinated sequencing of the trades; ii) reasonable durations for the work; and iii) reliable start/finish dates.
14. FMB reserves its right to recover damages and/or its full costs resulting from delay, disruption, action or inaction caused by Customer, Owner or their Agents.
15. If requested by the Customer requires FMB to accelerate the performance of the work when such cause is not the fault of FMB, FMB will be entitled to cover its additional costs caused by such acceleration. These costs shall include but not be limited to costs of overtime, inefficiency costs covering all hours worked, overhead and profit.
16. FMB does not agree to indemnify and hold harmless Customer or any party for their actual or alleged negligent acts or omissions, whether active or passive.
17. FMB's obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligence or omission of FMB or its employees.
18. Changes in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
19. FMB will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice in writing.
20. FMB will be responsible for damage or loss of work in place and/or to others.
21. FMB is entitled to attorney's fees and its full costs by reason of any breach or default by Customer.

**Exhibit B**



*Our Performance Builds Relationships®*

4230 Douglas Blvd.  
Granite Bay CA 95741  
(916) 575-5899

City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

### City Hall

Thank you for the opportunity to present our Preventative Maintenance Program for your facility. Customers who choose FMB for their Preventative Maintenance services enjoy peace of mind because their mechanical systems are maintained beyond manufacturer's specifications. Such compliance not only limits unforeseen and costly breakdowns, it conserves energy depositing the savings in to the customer's bottom line.

Frank M. Booth, Inc. strives to care for our customers and their needs for years to follow. Thank you again for the opportunity to show you how *Our Performance Builds Relationships®*.

Respectfully,

Robert Kaufman  
Service Manager  
Frank M. Booth, INC  
[robertk@frankbooth.com](mailto:robertk@frankbooth.com)  
(415) 310-4204



4230 E. Lugia Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Location:** 390 Towne Centre Dr., Lathrop, CA 95330

**Scope of Work:** Preventive Maintenance on Mechanical Equipment  
**Duration of program enrollment:** One Year

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**

**\$200.00 Over Time (Before or after regular business hours, including Saturday)**

**\$250.00 (Sundays and holidays)**

**Investment for Preventative Maintenance Services:**

**\$15,652.00 Annually, Billed Quarterly at \$3,913.00**

**Table of Contents:**

**Mechanical and HVAC Customer Care Program Features .....Attachment A**

**Equipment Covered .....Attachment B**

**Equipment Maintenance and Inspection Tasks .....Attachment C**

**Exclusions & Clarifications .....Attachment D**

**Signatures and P.O. Number .....Attachment E**

**Terms and Conditions .....Attachment F**



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4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment A**

**HVAC Mechanical Preventative Maintenance Program Features:**

**Scheduled Preventive Maintenance:**

During scheduled maintenance visits, Frank M Booth, Inc will provide proactive, hands on maintenance services beyond manufacturer's specifications designed to improve equipment operation, increase energy efficiency, minimize breakdowns and prolong equipment life. Please see detailed Maintenance and Inspection Tasking in Attachment C.

**Priority Service:**

You will receive priority service over customers not enrolled into the FMB Preventative Maintenance Program. Any service request generated by your company will be given priority status based on type of call and time of request.

**Preferred Customer Discount:**

Enrollment into the FMB Preventative Maintenance Program includes a preferred customer discount of 5% off regular rates.





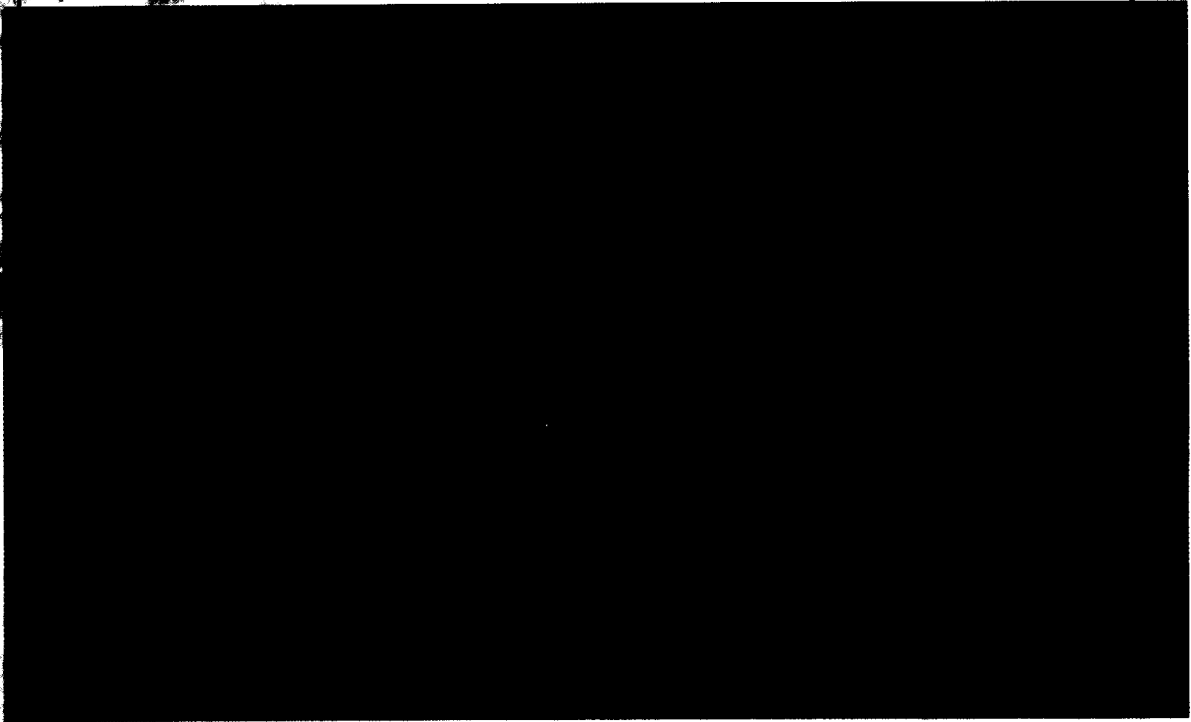
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Granite Bay CA 95746  
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**Attachment B**

**Equipment Covered under Preventative Maintenance Program**

**Equipment Information**





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Granite Bay CA 95746  
(916) 878-3808

**Attachment C**

**Equipment Maintenance and Inspection Tasks**

**Air Conditioning Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration
- Inspect for Any Leaks
- Check Crankcase Heater
- Check Compressor Mounts
- Check Compressor Operation
- Check Refrigerant Levels
- Inspect Bearings and Lubricate as Required
- Check Compressor Controls
- Check Condensate Pan and Drains
- Check Belts and Adjust for Proper Tension
- Inspect Fan Wheel
- Inspect Condenser Coil Condition
- Check Condenser Fans
- Check Supply Fan Motor
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Change Filters

**Split System Indoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat/Remote control
- Clean Washable Filters
- Inspect Indoor Coil Condition



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**Split System Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Condenser Coil Condition
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Crankcase Heater
- Inspect Compressor Safeties
- Check Compressor Operation

**Maintenance and Inspection Tasking**

- Inspect for Acceptable Circulating and Feed Water Quality
- Inspect and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Pressure/Temperature Gauges
- Inspect Gas Assembly Components
- Inspect Gas and Water Safety Devices
- Inspect Combustion Chamber
- Check Gas Pressure and Adjust as Needed
- Inspect the Flue Exhaust Assembly
- Check All Water Connections and Valves
- Check Electrical and Electronic Components
- Check Condensate Drainage
- Check Expansion Tank
- Check Flow Switch for Proper Operation
- Check Nitrite Levels (Annually)
- Inspect and Clean the Fan/Blower (Annually)
- Perform Combustion Analysis and Recalibrate as Needed (Annually)



**FRANK M.  
BOOTH, INC.**

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Granite Bay CA 95746  
(916) 878-3808

**Blowout Fan Maintenance and Inspection Tasking**

- Check Belts and Adjust for Proper Tension
- Check for Excessive Noise or Vibration
- Inspect and Lubricate Bearings
- Inspect Van Wheel for Damage
- Check Fan Motor
- Inspect Bolts and Setscrews for Tightness
- Inspect Variable Inlet Vanes for Freedom of Operation
- Inspect Springs and Rubber Isolators for Deterioration
- Inspect Fan Components for Cleanliness
- Check Pulley and Sheave
- Check Drive Backage Alignment

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4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3808

Attachment D

### Clarifications:

- Electronic and/or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916) 878-3808
- 24/7 after hours' emergency service available (888) 416-1711
- 2-hour minimum charge for service calls
- Maintenance inspections coincide with manufacturer specifications
- HVAC and mechanical engineering staff available for consultation
- Building Automation System Support if installed by FMB
- Enrollment into the Preventative Maintenance Program can be cancelled at any time by either party with a 30-day notice. Billing will be issued for services rendered.
- Contract will auto renew yearly.

### Exclusions:

- Temporary cooling
- Insurance covering mold, pollution or asbestos
- Refrigerant
- Work related to fire life safety
- Work related to lighting



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

Customer Service Relationships

Attachment E

### Signatures and P.O. Number

Upon signature, this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

#### Customer Representative Signature:

Authorizer Printed Name: \_\_\_\_\_

Authorizer's Title: \_\_\_\_\_

Authorizer's Signature: \_\_\_\_\_

\_\_\_\_\_

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

#### FMB Representative Signature:

Representative Printed Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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

**FRANK M. BOOTH, INC.**

4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3308

City of Lathrop  
Multiple Locations  
See Attachment B

Thank you for the opportunity to present our Preventative Maintenance Program for your facility. Customers who choose FME for their Preventative Maintenance services enjoy peace of mind because their mechanical systems are maintained beyond manufacturer's specifications. Such compliance not only limits unforeseen and costly breakdowns, it conserves energy depositing the savings in to the customer's bottom line.

Frank M. Booth, Inc. strives to care for our customers and their needs for years to follow. Thank you again for the opportunity to show you how *Our Performance Builds Relationships®*.

Sincerely,

Greg Hultine  
Frank M. Booth, INC  
[www.frankmbooth.com](http://www.frankmbooth.com)  
(916) 878-3308

[WWW.FRANKBOOTH.COM](http://WWW.FRANKBOOTH.COM)

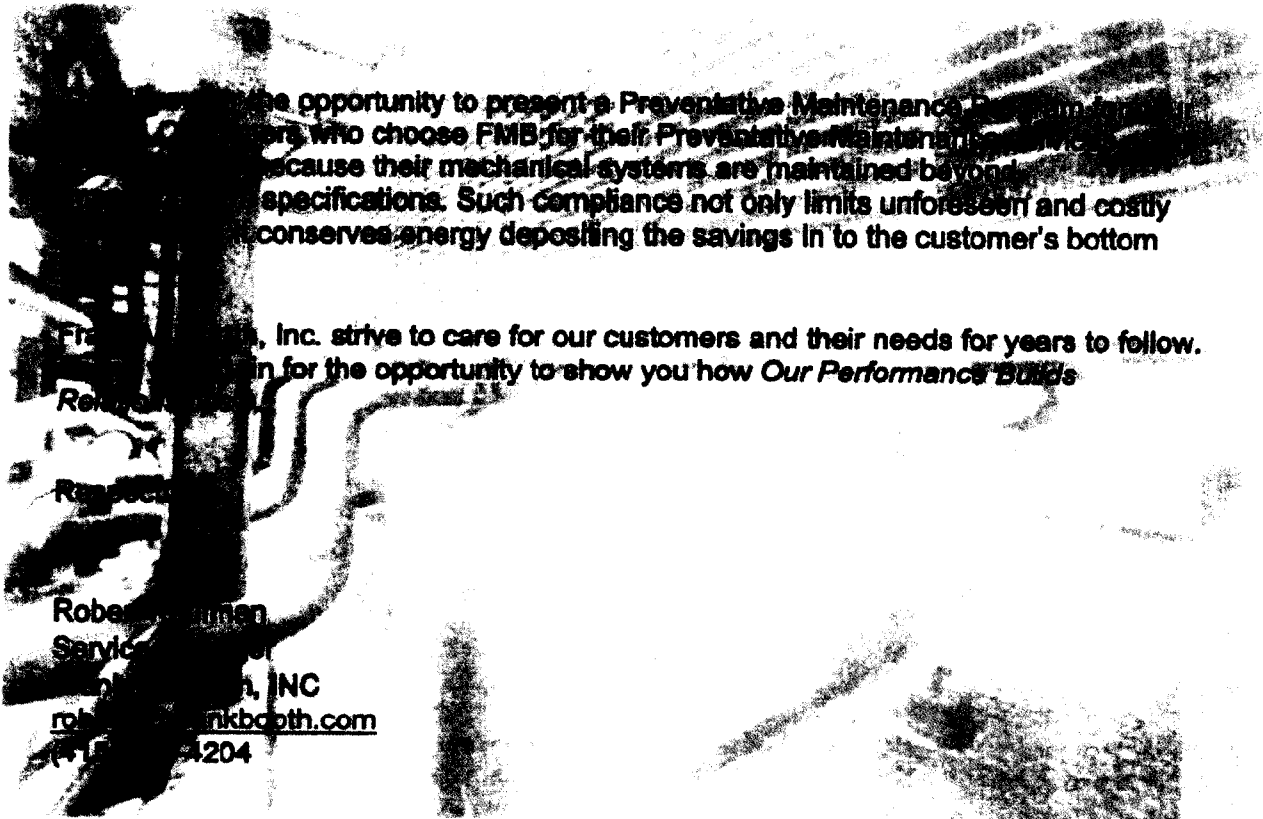


*Our Performance Builds Relationships®*

## Preventative Maintenance Program

City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

### Community Center



...the opportunity to present a Preventative Maintenance Program for...  
...who choose FMB for their Preventative Maintenance service...  
...because their mechanical systems are maintained beyond...  
...specifications. Such compliance not only limits unforeseen and costly...  
...conserves energy depositing the savings in to the customer's bottom

Frank M. Booth, Inc. strive to care for our customers and their needs for years to follow.  
...in for the opportunity to show you how *Our Performance Builds*

Reliability

Responsiveness

Robert [Name]  
Service [Title]  
Frank M. Booth, INC  
[rob@frankbooth.com](mailto:rob@frankbooth.com)  
(415) 420-4204





Our Performance Builds Relationships®

# Preventative Maintenance Program

**Location: 15557 5<sup>th</sup> St, Lathrop, CA**

**Scope of Work: Preventive Maintenance on Mechanical Equipment**  
**Duration of program enrollment: One Year**

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**

**\$225.00 Overtime (Before or after regular business hours, including Saturday)**

**\$0.00 (Sundays and holidays)**

**Preventative Maintenance Services:**

**Program Fee: \$1,794.50 Quarterly, Billed Quarterly at \$1,794.50**

## Table of Contents:

Mechanical and HVAC Customer Care Program Features .....	Attachment A
Equipment Covered .....	Attachment B
Maintenance and Inspection Tasks .....	Attachment C
Exclusions .....	Attachment D
Classification .....	Attachment D
Sign-off and R.O. Number .....	Attachment E
Terms and Conditions .....	Attachment F

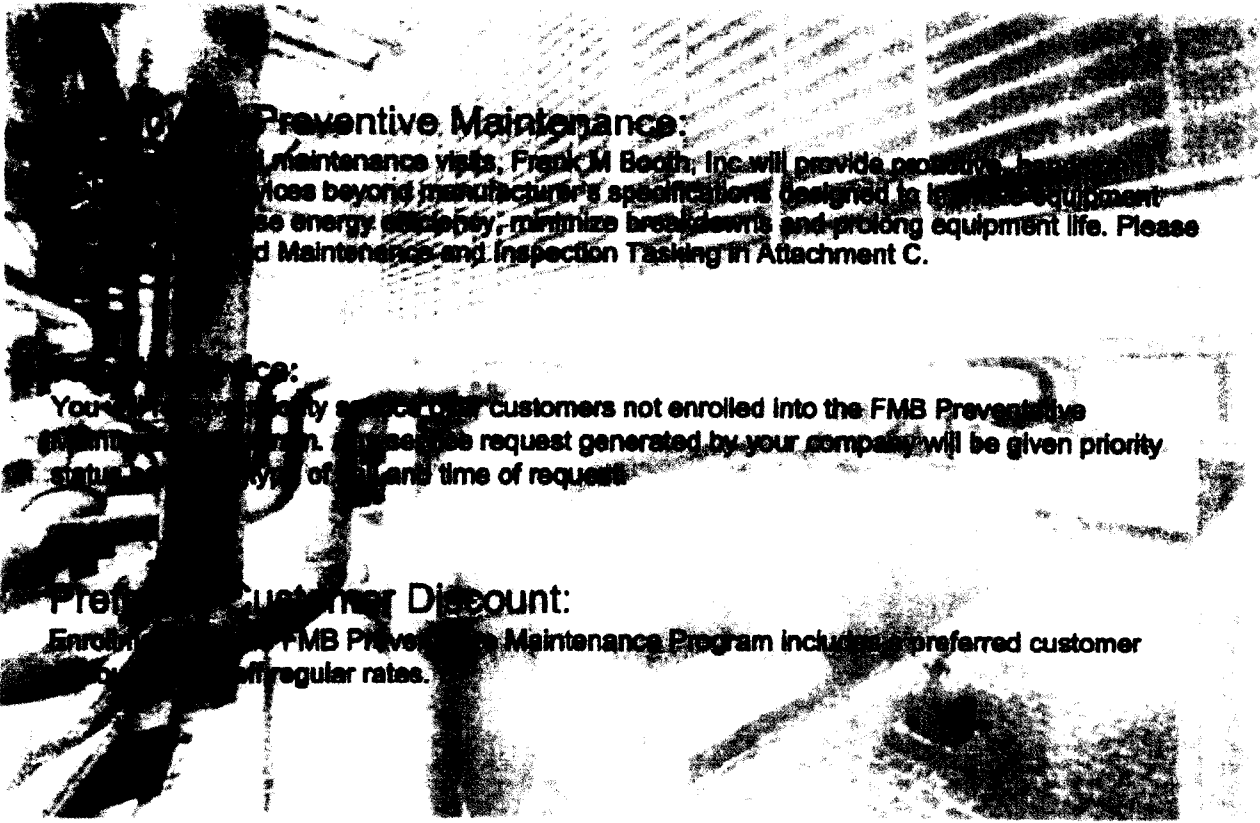


# Preventative Maintenance Program

*Our Performance Builds Relationships®*

## Attachment A

### HVAC Mechanical Preventative Maintenance Program Features:



#### Preventive Maintenance:

During maintenance visits, Frank M Booth, Inc. will provide proactive services beyond manufacturer's specifications designed to increase equipment efficiency, reduce energy waste, minimize breakdowns and prolong equipment life. Please refer to the Preventive Maintenance and Inspection Tasking in Attachment C.

#### Priority:

You will receive priority service over customers not enrolled into the FMB Preventive Maintenance Program. All service requests generated by your company will be given priority status over all other types of call and time of request.

#### Preferred Customer Discount:

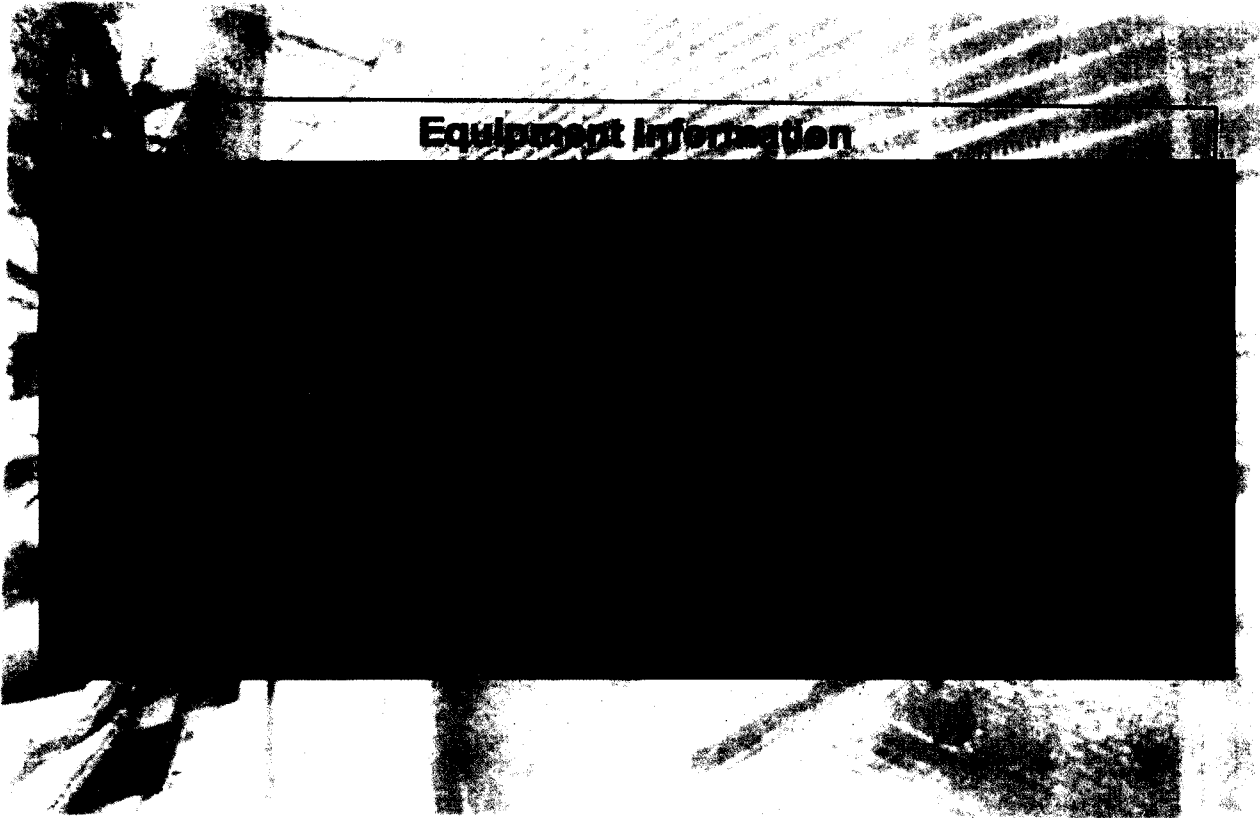
Enrollment in the FMB Preventive Maintenance Program includes a preferred customer discount off regular rates.



*Our Performance Builds Relationships®*  
**Attachment B**

## **Preventative Maintenance Program**

### **Equipment Covered under Preventative Maintenance Program**





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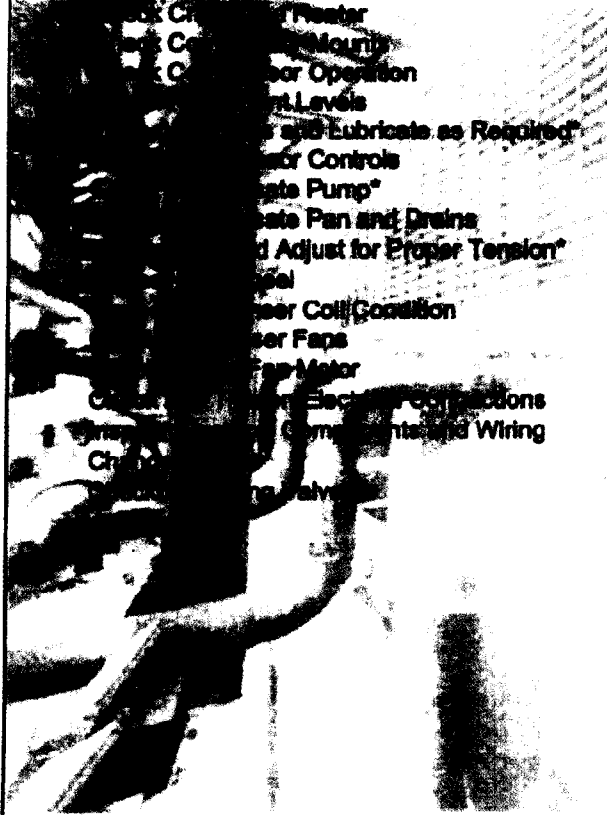
**Attachment C**

**Equipment Maintenance and Inspection Tasks**

**Preventative Maintenance Program**

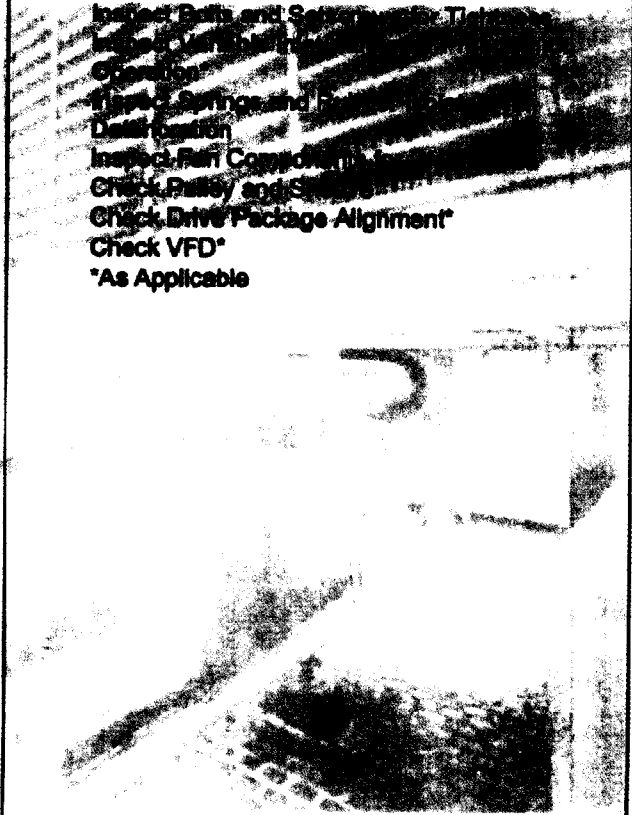
**Air Conditioning Unit and Heat Pump Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration
- Inspect for Any Leaks
- Check Condenser Coils
- Check Condenser Mounting
- Check Condenser Operation
- Check Condenser Levels
- Check Condenser and Lubricate as Required\*
- Check Fan Controls
- Check Condensate Pump\*
- Check Condensate Pan and Drains
- Check Fan and Adjust for Proper Tension\*
- Check Fan Motor
- Check Fan Coil Condition
- Check Fan Faps
- Check Fan Motor
- Check Electrical Connections
- Check Electrical Components and Wiring
- Check Refrigerant Charge
- Check Refrigerant Valves



**Exhaust Fan Maintenance and Inspection Tasking**

- Check Belts and Adjust for Proper Tension\*
- Check for Excessive Noise or Vibration
- Inspect and Lubricate Bearings
- Inspect Fan Wheel for Damage
- Check Fan Motor
- Inspect Belts and Settings for Tightness
- Inspect Fan Wheel for Damage
- Check Fan Operation
- Check Springs and Bushings
- Check Fan Distribution
- Inspect Fan Components
- Check Pulley and Shaft Alignment
- Check Drive Package Alignment\*
- Check VFD\*
- \*As Applicable



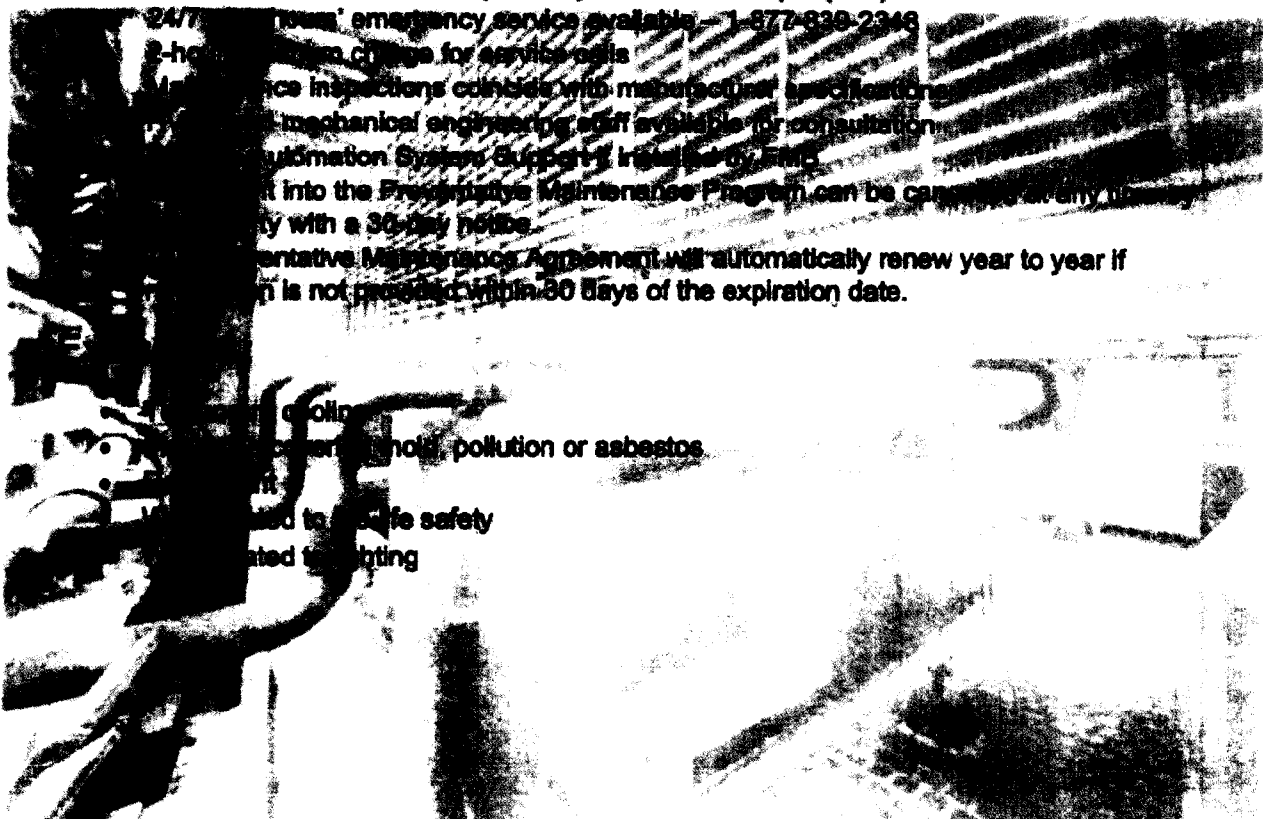


*Our Performance Builds Relationships®*  
**Attachment D**

## Preventative Maintenance Program

### Clarifications:

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916)878-3838



24/7 emergency service available - 1-877-838-2348

2-hour response time for service calls

Maintenance inspections comply with manufacturer specifications

Professional mechanical engineering staff available for consultation

Automation System Support installed by FRIB

Equipment not included into the Preventative Maintenance Program can be contracted at any time

with a 30-day notice

Preventative Maintenance Agreement will automatically renew year to year if

renewal is not provided within 30 days of the expiration date.

• Cooling

• Environmental control, pollution or asbestos

• Fire

• Life safety

• Lighting

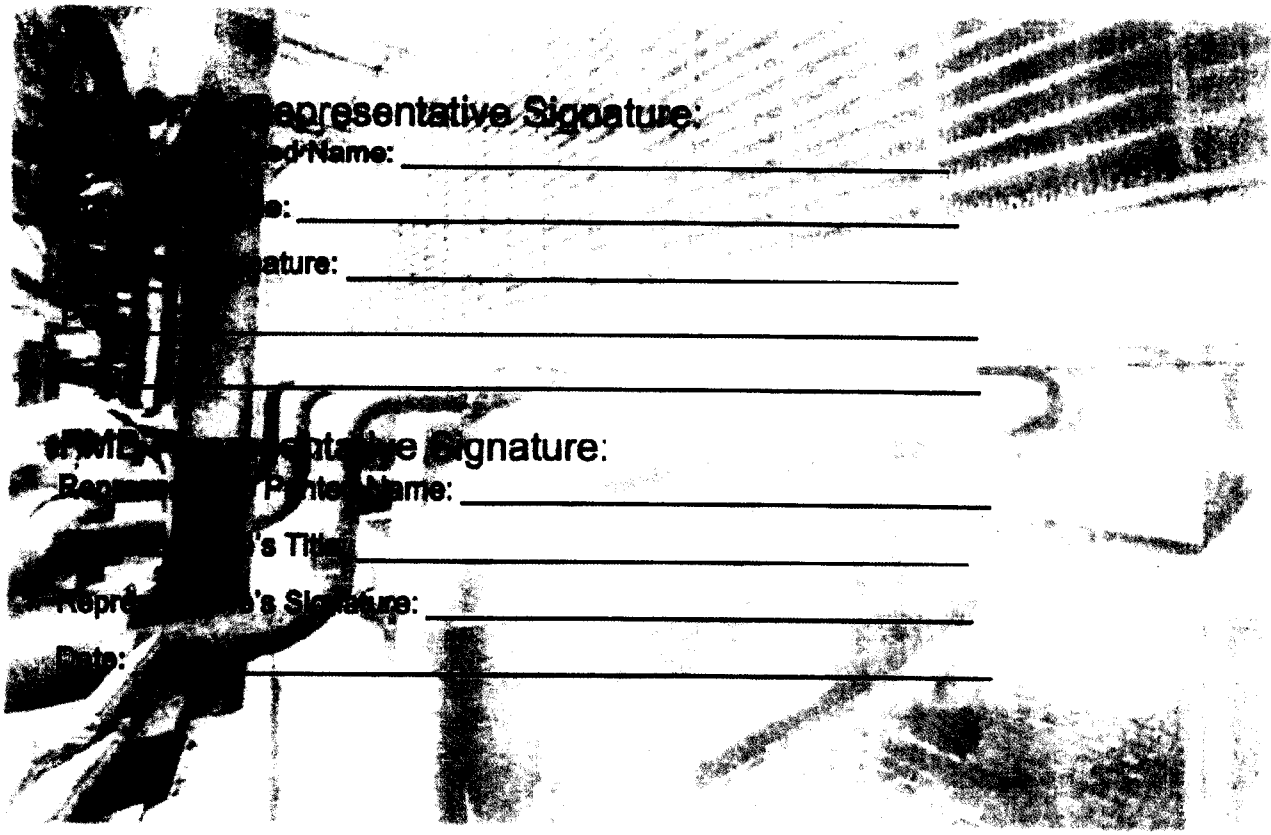


*Our Performance Builds Relationships®*  
**Attachment E**

# Preventative Maintenance Program

## Signatures and P.O. Number

Upon signatures this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.



Representative Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

FRANK M. BOOTH Representative Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



Our Performance Builds Relationships®  
Attachment F

# Preventative Maintenance Program

## Terms and Conditions

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after initial and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been caused by the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement. The hours of normal and emergency service shall be as set forth in the Proposal. All services shall be provided on a 24-hour basis. The services provided by Frank M. Booth, Inc. are not intended to be an emergency service. Emergency calls for HVAC systems shall be provided on a 24-hour basis. Frank M. Booth, Inc. will make all reasonable efforts to arrive on-site to provide service in a timely manner. Frank M. Booth, Inc. shall not be liable for injury or damage resulting from service negligence, including but not limited to, safety, productivity or work in process, is specifically excluded and shall not be covered by Frank M. Booth, Inc. Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to any event beyond its control. Owner/Agent has been previously advised in writing to Frank M. Booth, Inc., Owner/Agent represents that no hazardous or toxic materials are within the envelope or the area where the work covered by the Agreement will take place. Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by obsolete parts, equipment, inadequate modification or repair by others or improper operation of the systems covered by the Agreement. Frank M. Booth, Inc. shall not be held responsible for any delay or if Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may terminate the Agreement at any time without penalty, including without limitation, suspension or termination of services. Interest charges shall be added to past due accounts. Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent only upon FMB's receipt of payment from its obligations under the Subcontract. Payment by FMB to the Customer is not included. Payment by FMB to the Customer will schedule, direct, and sequence the work competently and efficiently so as to provide the best possible sequencing of the trades; ii) reasonable duration of the work; and iii) reliable start-up. FMB shall have the right to recover its costs and/or its full costs resulting from delay, disruption, action or inaction of the Contractor, Owner or the Customer. If the Customer requires that the work be accelerated, the performance of the work shall be accelerated at the fault of the Customer, FMB will be entitled to recover all added costs caused by such acceleration, including but not limited to, costs of overtime, inefficiency, and covering all hours worked, premium charges, and other costs. FMB does not agree to indemnify the Customer or any party for any claims, damages, or losses resulting from acts or omissions, whether active or passive. FMB indemnity obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligent acts or omissions of FMB or its employees. It is assumed by FMB that change in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price. Customer will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice to cure. FMB will not be responsible for damage or loss of work in place caused by others. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Customer. This Preventative Maintenance Agreement will automatically renew year if notification is not provided within 30 days of the expiration date.

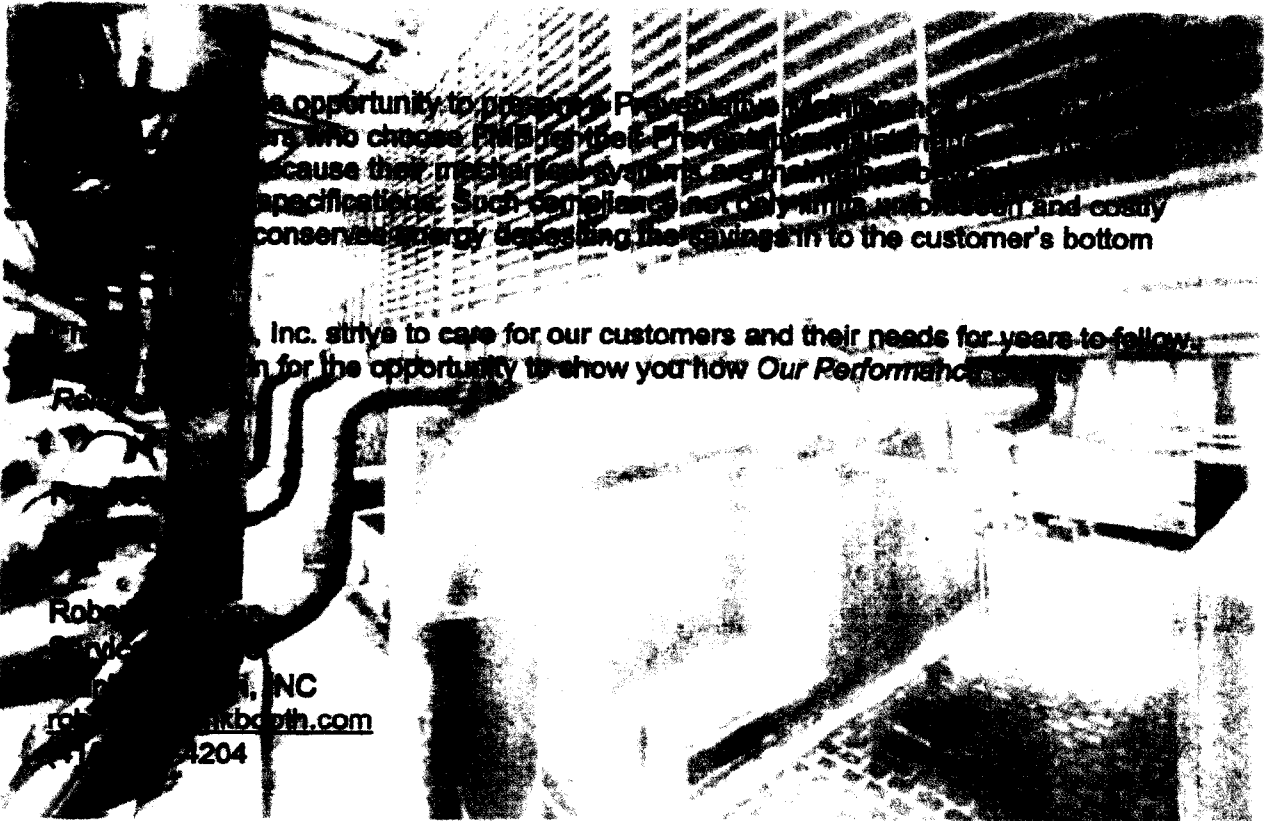


Our Performance Builds Relationships®

# Preventative Maintenance Program

City of Lathrop  
390 Towne Centre Dr  
Lathrop, CA 95330

Gen. Center



...a opportunity to preserve. Preventive maintenance is the key to ensuring that your equipment runs smoothly and efficiently. Because their mechanical systems are trained to be in compliance with all applicable codes and regulations, our technicians can identify and correct problems before they become major issues. Such compliance not only helps you save and costly energy, but also helps you avoid the downtime and costly repairs that can result from equipment failure.

Frank M. Booth, Inc. strives to care for our customers and their needs for years to follow. We are always looking for the opportunity to show you how *Our Performance Builds Relationships*®.

Robert  
Service  
Frank M. Booth, Inc.  
robert@frankbooth.com  
4204





Our Performance Builds Relationships®

# Preventative Maintenance Program

**Location: 450 Spartan Way, Lathrop, CA**

**Scope of Work: Preventive Maintenance on Mechanical Equipment**

**Duration of program enrollment: One Year**

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**  
**\$200.00 Overtime (Before or after regular business hours, including**  
**holidays and holidays)**  
**Preventative Maintenance Services:**  
**Annually, Billed Quarterly at \$1,904.50**

## Table of Contents:

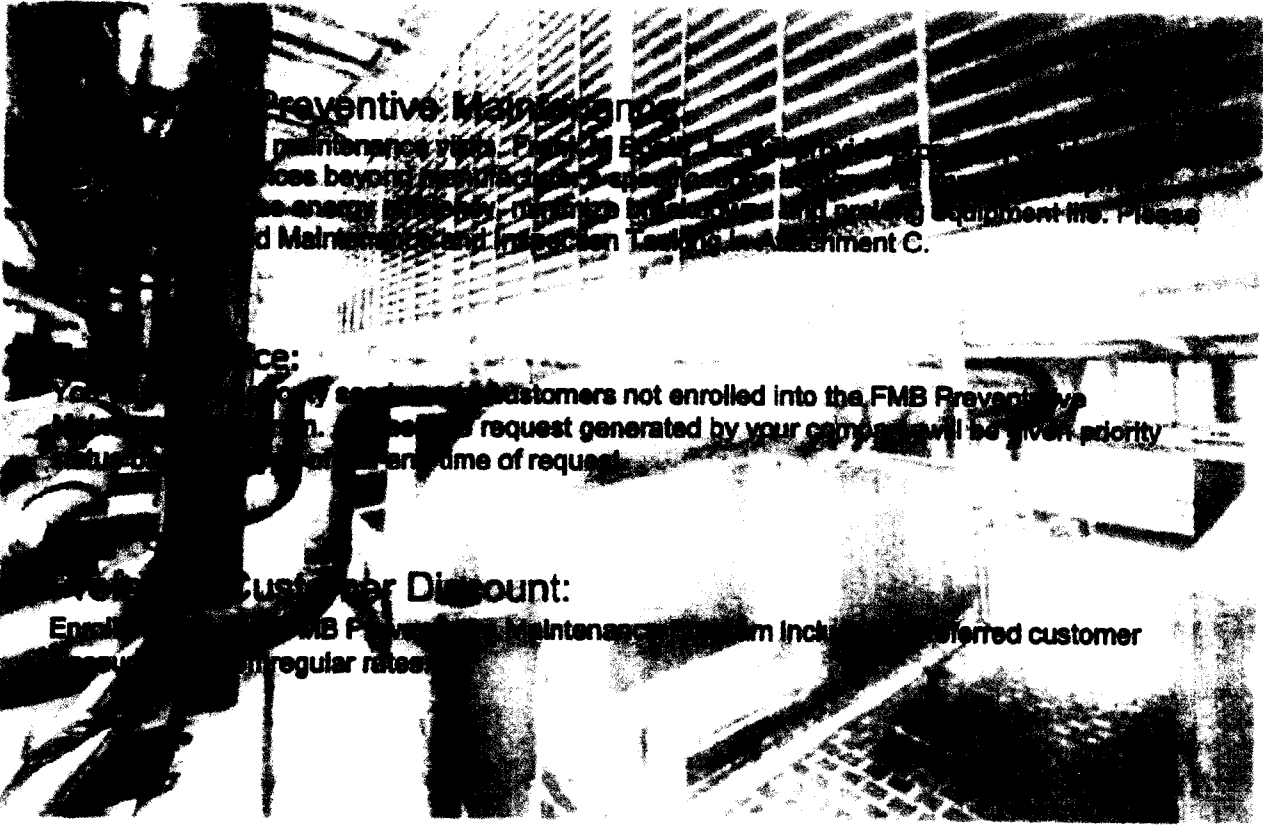
Mechanical and Customer Care Program Features ..... Attachment A  
 Services Provided ..... Attachment B  
 Equipment Maintenance and Inspection Tasks ..... Attachment C  
 Exclusions ..... Attachment D  
 Warranties and P.O. Number ..... Attachment E  
 Terms and Conditions ..... Attachment F



*Our Performance Builds Relationships®*  
**Attachment A**

## Preventative Maintenance Program

### HVAC Mechanical Preventative Maintenance Program Features:



**Preventive Maintenance:**  
Maintenance visits - Planned. Energy audits - Energy audits go beyond just checking for leaks. They also check for energy efficiency, improve air quality and prolong equipment life. Please  
and Maintenance and Inspection Testing in Attachment C.

**Priority Service:**  
Yes! For customers not enrolled into the FMB Preventive Maintenance Program, any request generated by your company will be given priority service at the time of request.

**Preferred Customer Discount:**  
Enrollment in the FMB Preventive Maintenance Program includes preferred customer status at regular rates.



*Our Performance Builds Relationships®*  
**Attachment B**

## **Preventative Maintenance Program**

### **Equipment Covered under Preventative Maintenance Program**





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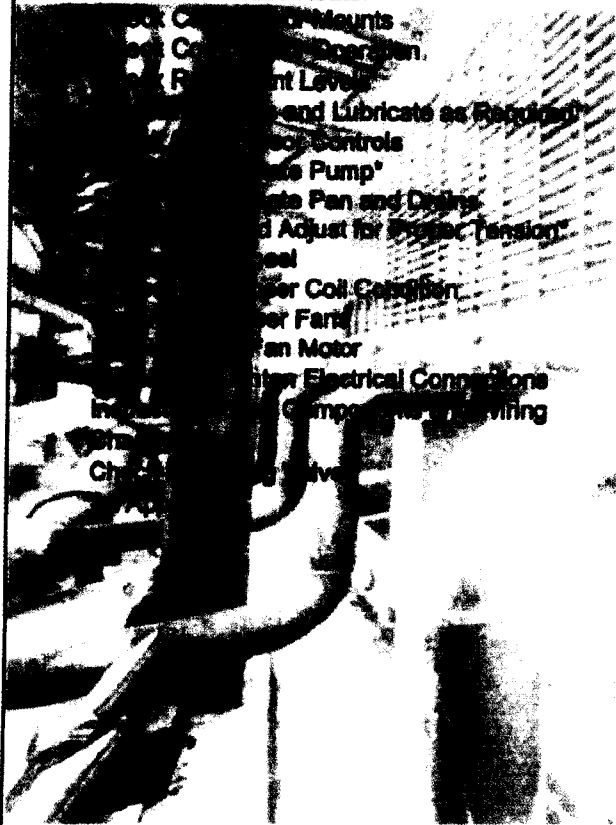
Attachment C

Equipment Maintenance and Inspection Tasks

Preventative Maintenance Program

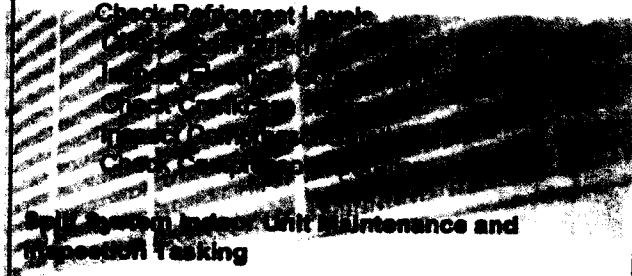
Air Conditioning Unit and Heat Pump Maintenance and Inspection Tasking

- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration
- Inspect for Any Leaks
- Check Crankcase Heater
- Check Condenser Mounts
- Check Condenser Operation
- Check Refrigerant Levels
- Check and Lubricate as Required
- Check Controls
- Check Condensate Pump\*
- Check Condensate Pan and Drains
- Check and Adjust for Proper Tension
- Check Seal
- Check Condenser Coil Condition
- Check Condenser Fan
- Check Condenser Fan Motor
- Check Condenser Fan Electrical Connections
- Inspect Condenser Fan Wiring
- Check Condenser Fan
- Check Condenser Fan



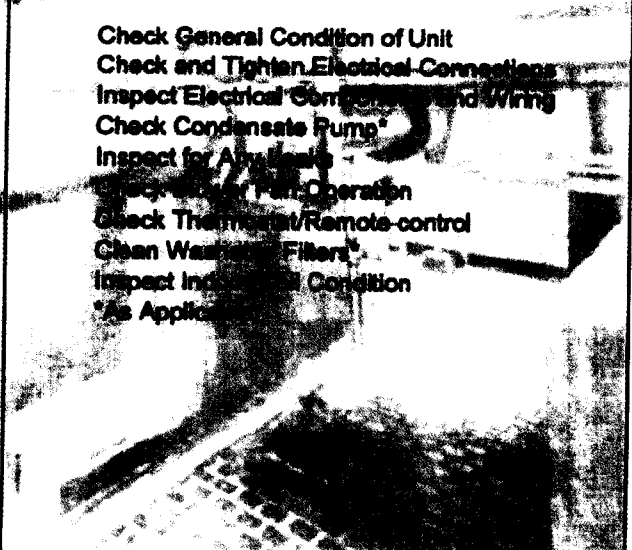
Split System Outdoor Unit Maintenance and Inspection Tasking

- Check General Condition of Unit
- Check Condenser Coil Condition
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check Condenser Fan
- Check Condenser Fan
- Check Condenser Fan



Split System Indoor Unit Maintenance and Inspection Tasking

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump\*
- Inspect for Any Leaks
- Check Condenser Fan Operation
- Check Thermostat/Remote-control
- Clean Washers/ Filters\*
- Inspect Indoor Unit Condition
- \*As Applicable



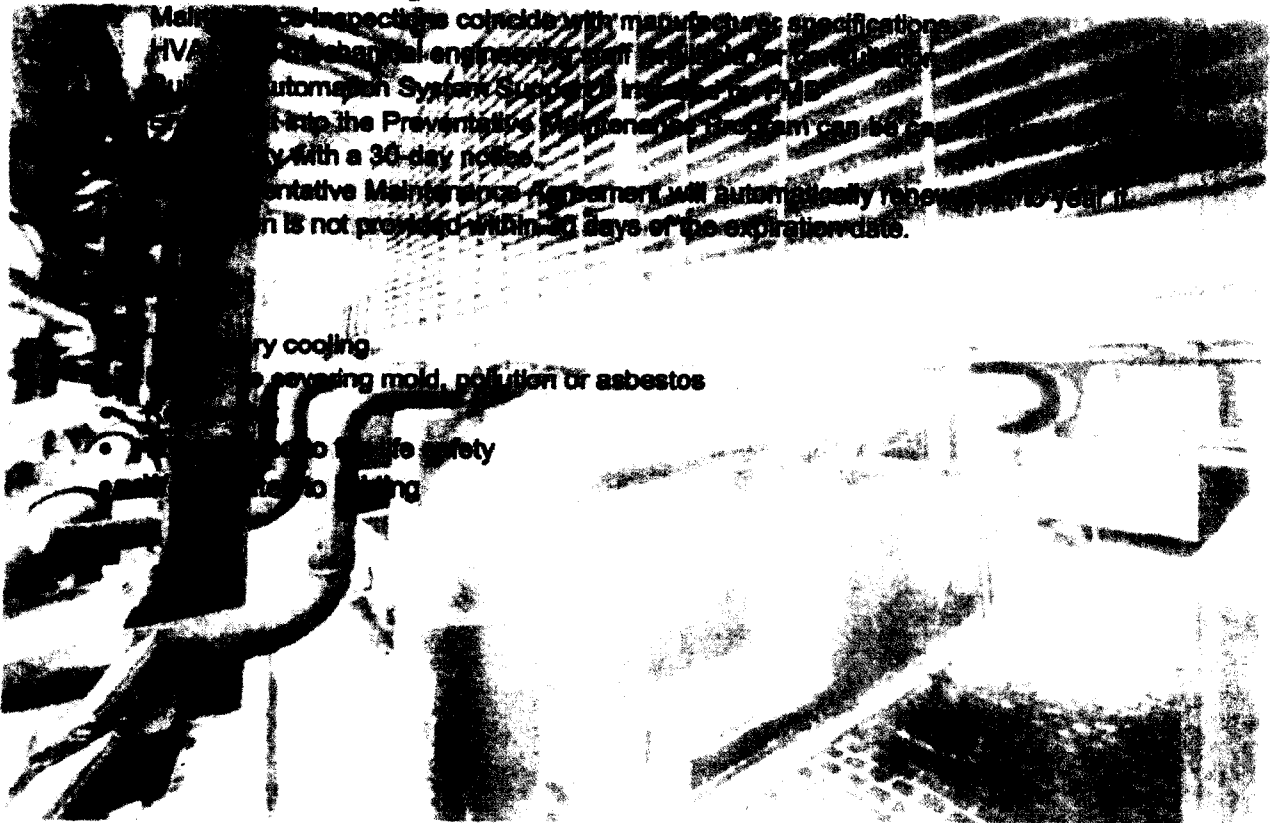


*Our Performance Builds Relationships®*  
**Attachment D**

## Preventative Maintenance Program

### Clarifications:

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916)878-3838
- 24/7 after hours' emergency service available – 1-877-839-2348
- 2-hour minimum charge for service calls



Maintenance inspections coincide with manufacturer specifications  
 HVAC and mechanical engineering staff available for consultation  
 Building Automation System Support (In-house BMS)  
 Service into the Preventative Maintenance Program can be carried  
 out monthly with a 30-day notice.  
 Preventative Maintenance agreements will automatically renew each year if  
 a notice is not provided within 30 days of the expiration date.

...ry cooling.  
 ... covering mold, pollution or asbestos  
 ... to ensure safety  
 ... to testing



# Preventative Maintenance Program

*Our Performance Builds Relationships®*

## Attachment E

### Signatures and P.O. Number

Upon signatures this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

Representative Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_



Our Performance Builds Relationships®

Attachment F

Preventative Maintenance Program

Terms and Conditions

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after initial and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been specified, the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement.
3. Frank M. Booth, Inc. provides 24-hour emergency service for its customers. The service is provided on a "call-out" basis. All emergency calls for HVAC services will be provided for maintenance services only. Frank M. Booth, Inc. will make all reasonable efforts to avoid damage to property, productivity or work in process; is especially careful to protect safety from fire, explosion, or other hazards. Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to any event beyond its control.
4. If any hazardous or toxic materials are within the envelope or the area where the work covered by the Agreement will take place, Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by such parts, equipment, or inadequate installation or repair by others or improper operation of such systems covered by the Agreement.
5. If a subcontractor is used by Frank M. Booth, Inc. or if Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may be held liable for any claims, including without limitation, suspension or termination of services.
6. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
7. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
8. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
9. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
10. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
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12. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
13. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
14. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
15. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
16. Payment for services rendered by Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
17. FMB indemnity obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligent acts or omissions of FMB or its employees.
18. It is assumed by FMB that change in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
19. Customer will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice to cure.
20. FMB will not be responsible for damage or loss of work in place caused by others.
21. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Customer.
22. This Preventative Maintenance Agreement will automatically renew year to year if notification is not provided within 30 days of the expiration date.

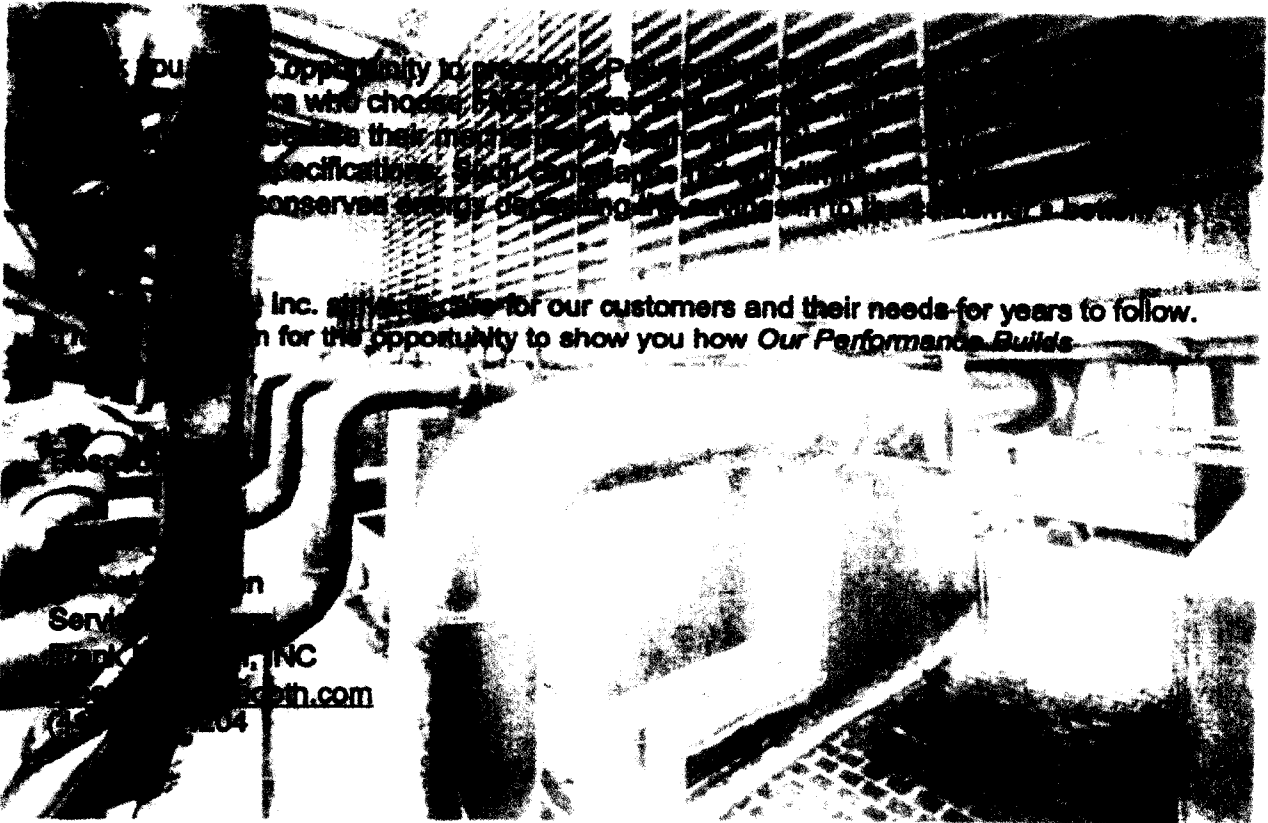


*Our Performance Builds Relationships®*

## Preventative Maintenance Program

City of Lathrop  
390 Towne Centre Dr  
Lathrop, CA 95330

### Senior Center



... you have the opportunity to present a Preventative Maintenance Program to customers who choose Frank M. Booth, Inc. to maintain their mechanical systems. Our specifications, such as regular oil changes, conserve energy, decreasing the amount of fuel consumed to heat a boiler, a boiler...

... Frank M. Booth, Inc. still operates for our customers and their needs for years to follow. ... for the opportunity to show you how *Our Performance Builds Relationships*

Service  
Frank M. Booth, INC  
www.frankbooth.com  
604





Our Performance Builds Relationships®

# Preventative Maintenance Program

**Location:** 15707 5<sup>th</sup> St, Lathrop, CA

**Scope of Work:** Preventive Maintenance on Mechanical Equipment

**Duration of program enrollment:** One Year

### Labor Rates:

\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)

\$225.00 Overtime (Hours of shift longer than 8 hours)

\$225.00 Overtime (Sundays and holidays)

Preventative Maintenance Fee: \$400.00

Annually, Billed Quarterly \$100.00

### Table of Contents:

Mechanical and Customer Care Program Details ..... Attachment A

Equipment Covered ..... Attachment B

Preventative Maintenance and Inspection Tasks ..... Attachment C

Exclusions ..... Attachment D

Program Terms and Conditions ..... Attachment E

Service Order and P.O. Number ..... Attachment F

Program and Conditions ..... Attachment G

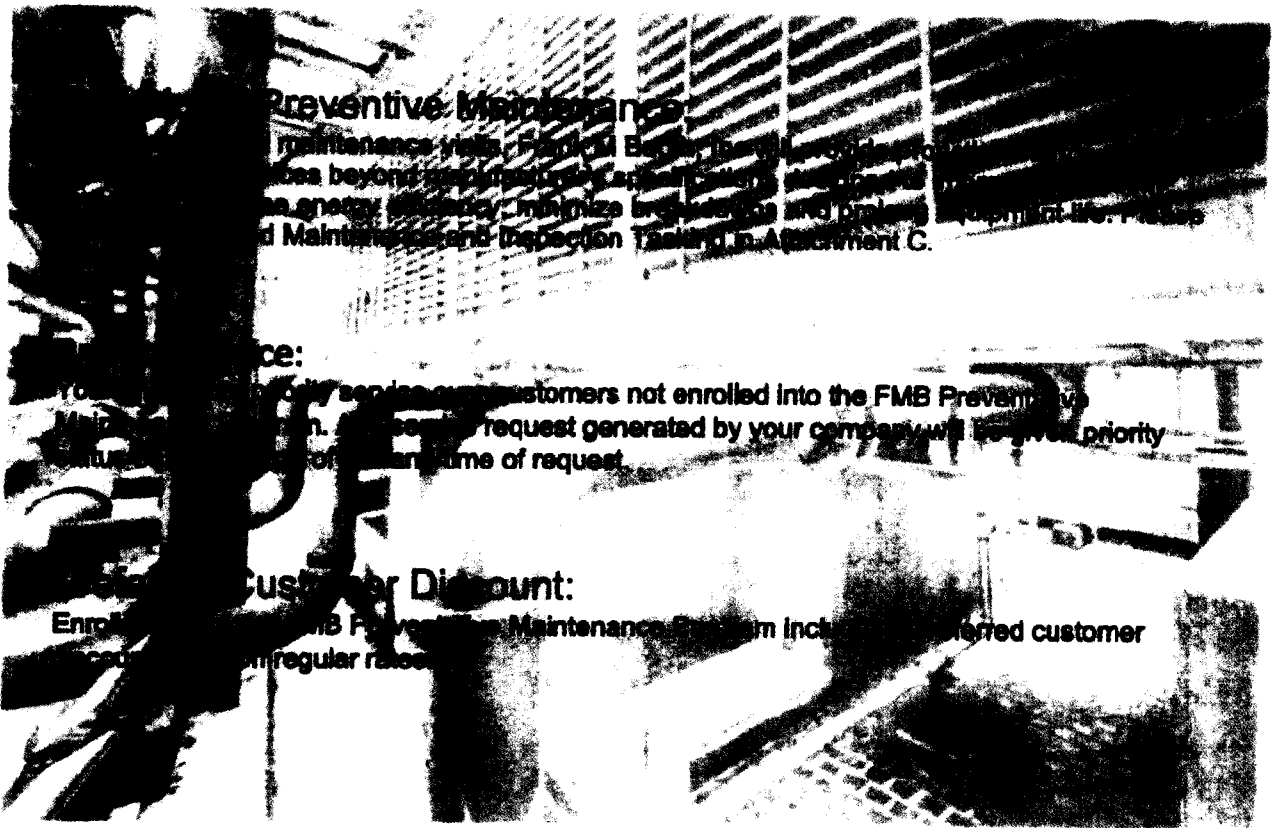


*Our Performance Builds Relationships®*

**Attachment A**

# Preventative Maintenance Program

## HVAC Mechanical Preventative Maintenance Program Features:



### Preventive Maintenance:

Regular preventive maintenance visits by Frank M. Booth, Inc. technicians ensure your HVAC system operates at peak efficiency, reduces energy consumption, minimizes breakdowns and prolongs equipment life. Please refer to Attachment B and Inspection Tasking in Attachment C.

### Priority Service:

For customers who do not have service contracts, customers not enrolled into the FMB Preventive Maintenance Program. All service requests generated by your company will be given priority attention and a response time of 24 hours.

### Preferred Customer Discount:

Enrollment into the FMB Preventive Maintenance Program includes a preferred customer discount on regular rates.



**FRANK M.  
BOOTH, INC.**

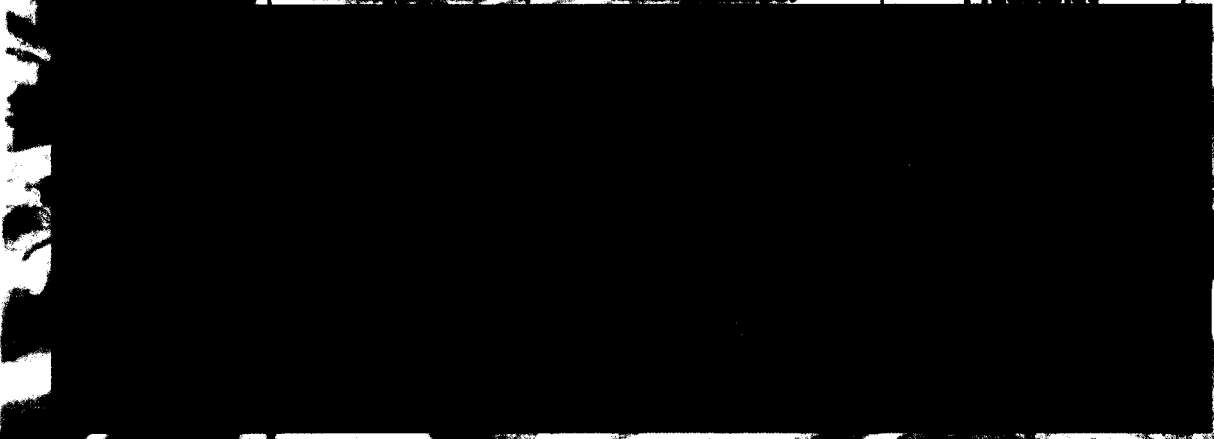
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**Attachment B**

## **Preventative Maintenance Program**

### **Equipment Covered under Preventative Maintenance Program**



<b>Equipment Information</b>		
<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
		



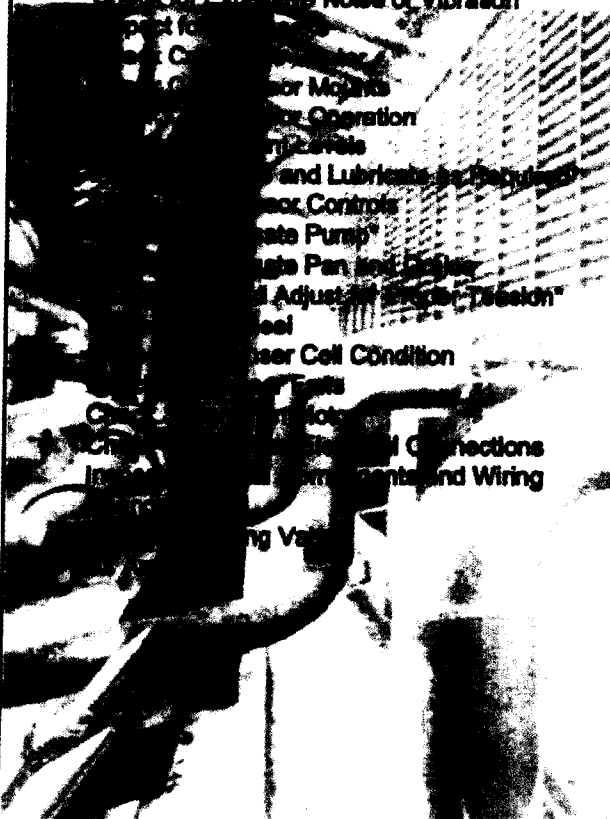
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# Preventative Maintenance Program

## Attachment C Equipment Maintenance and Inspection Tasks

### Air Conditioning Unit and Heat Pump Maintenance and Inspection Tasking

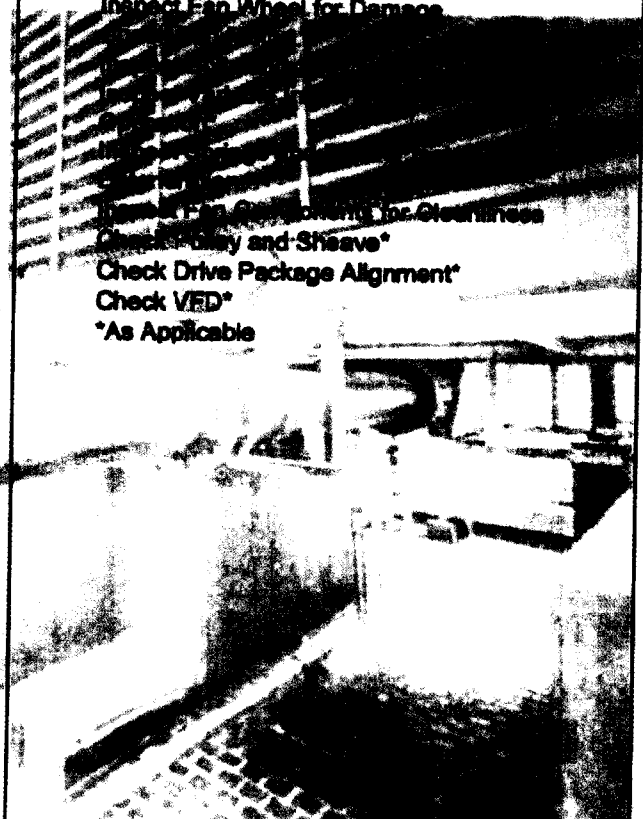
- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration



- Inspect for Leaks
- Check Condensate Drain
- Check for Proper Motor Operation
- Check for Proper Operation of Controls
- Check and Lubricate as Required
- Check Controls
- Check Condensate Pump\*
- Check Fan and Blades
- Check and Adjust for Proper Tension\*
- Check Fan Wheel
- Check Compressor Cell Condition
- Check for Proper Operation
- Check for Proper Electrical Connections
- Inspect for Loose Components and Wiring
- Check for Proper Operating Voltage

### Exhaust Fan Maintenance and Inspection Tasking

- Check Belts and Adjust for Proper Tension\*
- Check for Excessive Noise or Vibration
- Inspect and Lubricate Bearings
- Inspect Fan Wheel for Damage



- Check for Proper Operation
- Check for Proper Operation of Controls
- Check Fan Clearance
- Check Pulley and Sheave\*
- Check Drive Package Alignment\*
- Check VED\*
- \*As Applicable



**FRANK M.  
BOOTH, INC.**

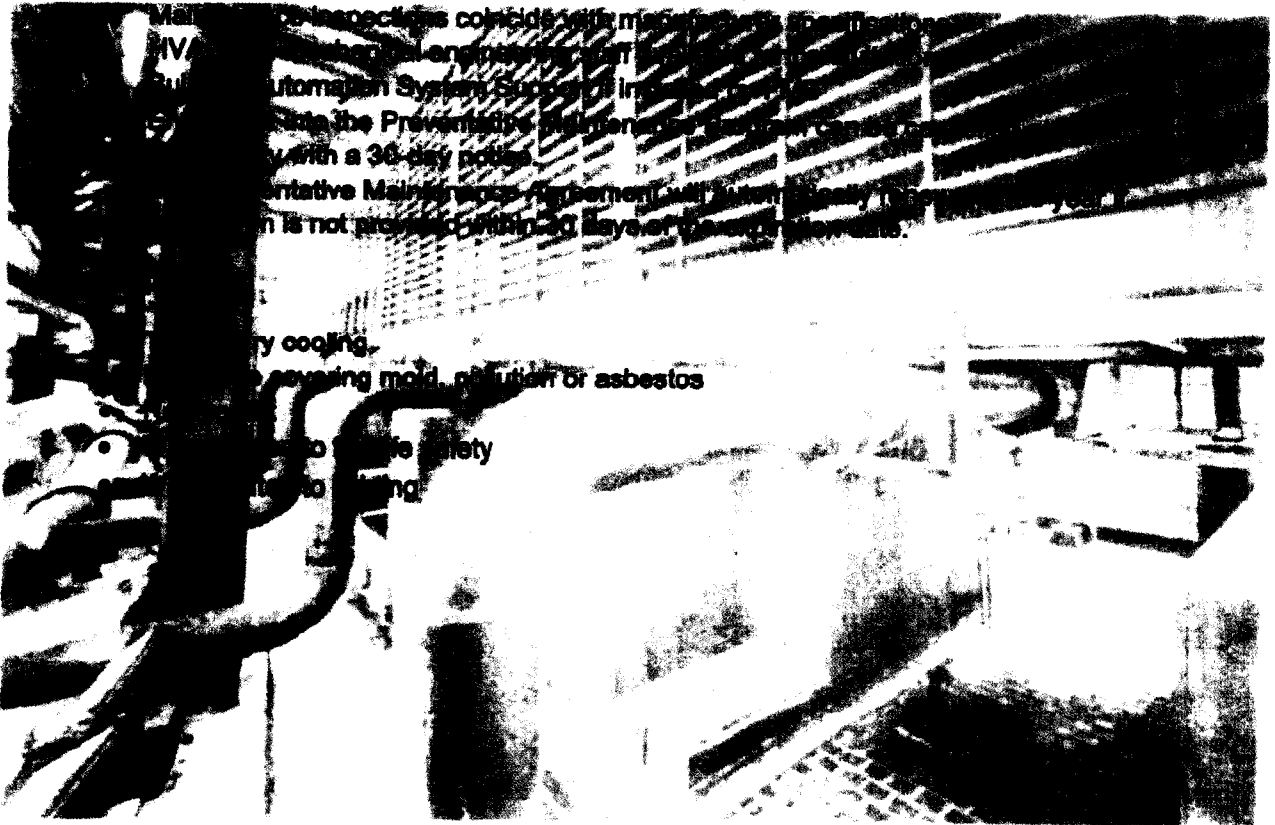
*Our Performance Builds Relationships™*

**Attachment D**

# Preventative Maintenance Program

## Clarifications:

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916)878-3838
- 24/7 after hours' emergency service available – 1-877-839-2348
- 2-hour minimum charge for service calls





**FRANK M.  
BOOTH, INC.**

*Our Performance Builds Relationships®*

**Attachment E**

# Preventative Maintenance Program

## Signatures and P.O. Number

Upon signatures this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

**Representative Signature:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Contract Signature:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_



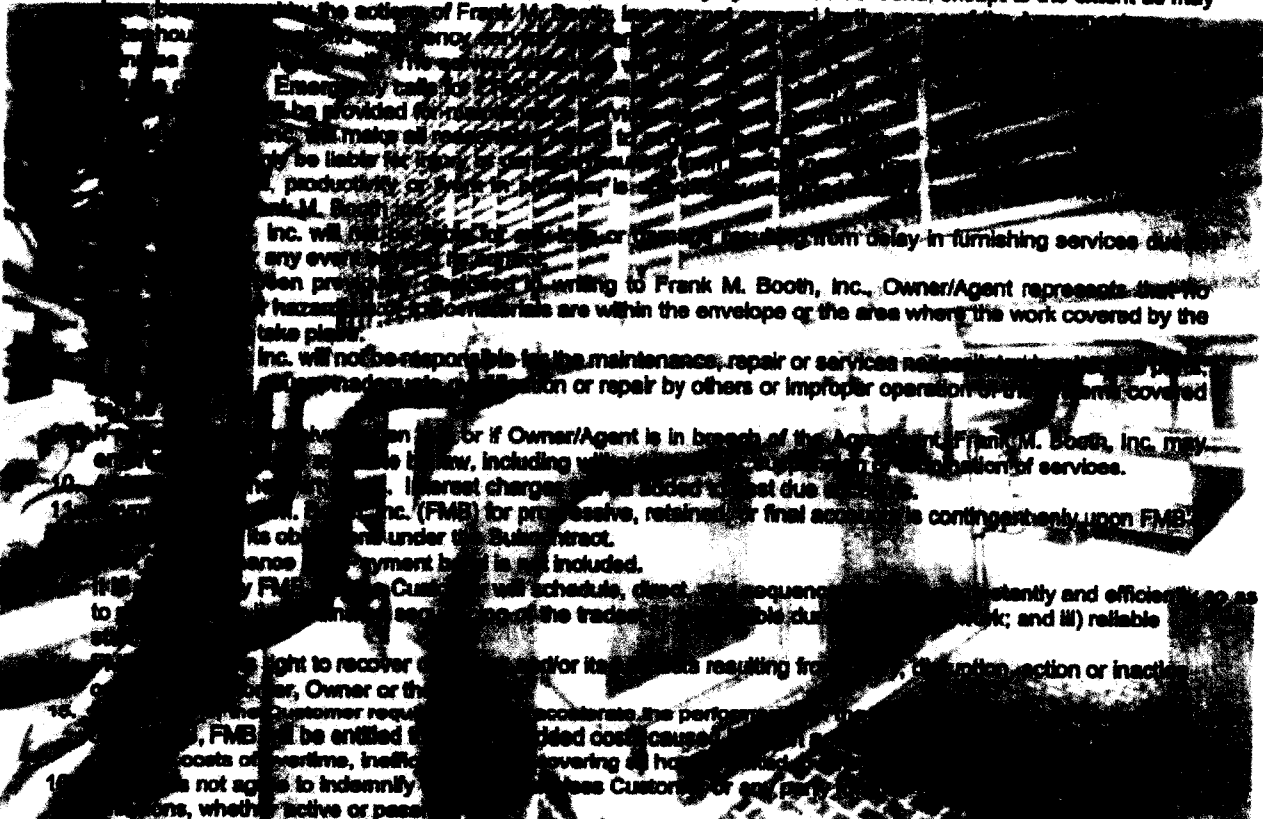
Our Performance Builds Relationships®

Attachment F

# Preventative Maintenance Program

## Terms and Conditions

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after initial and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been caused by the actions of Frank M. Booth, Inc. or not covered by the scope of the Agreement.



Emergency calls for service will be provided for normal business hours. Outside of normal business hours, emergency calls for service will be provided for an additional fee. Frank M. Booth, Inc. will not be responsible for any delay in furnishing services due to any event, including but not limited to, strikes, lockouts, or other labor disputes. Owner/Agent represents that no hazardous or flammable materials are within the envelope of the area where the work covered by the Agreement will be performed. Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessary to correct any problems that result from the maintenance, repair or services performed by others or improper operation of the systems covered by the Agreement. If Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may terminate this Agreement at any time, including without limitation, for non-payment of services. Interest charges shall be added to any past due amounts. Frank M. Booth, Inc. (FMB) for purchase, retained, or final accounts is contingent upon FMB's obligations under the Subcontract. Payment by FMB to the Customer will be included. FMB will schedule, direct, and sequence work as consistently and efficiently as possible to minimize disruption to the Customer's operations. FMB will be entitled to recover its costs for its work; and iii) reliable work. FMB has the right to recover its costs for its work resulting from the suspension, termination, or inaction of the Customer, Owner or third party. If the Customer requests that FMB accelerate the performance of its work, FMB will be entitled to recover its costs for the acceleration of its work, including but not limited to, overtime, inefficiency, and covering all hours worked. FMB is not agree to indemnify the Customer or any party for claims, damages, or losses, whether active or passive.

17. FMB indemnity obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligent acts or omissions of FMB or its employees.
18. It is assumed by FMB that change in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
19. Customer will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice to cure.
20. FMB will not be responsible for damage or loss of work in place caused by others.
21. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Customer.
22. This Preventative Maintenance Agreement will automatically renew year to year if notification is not provided within 30 days of the expiration date.

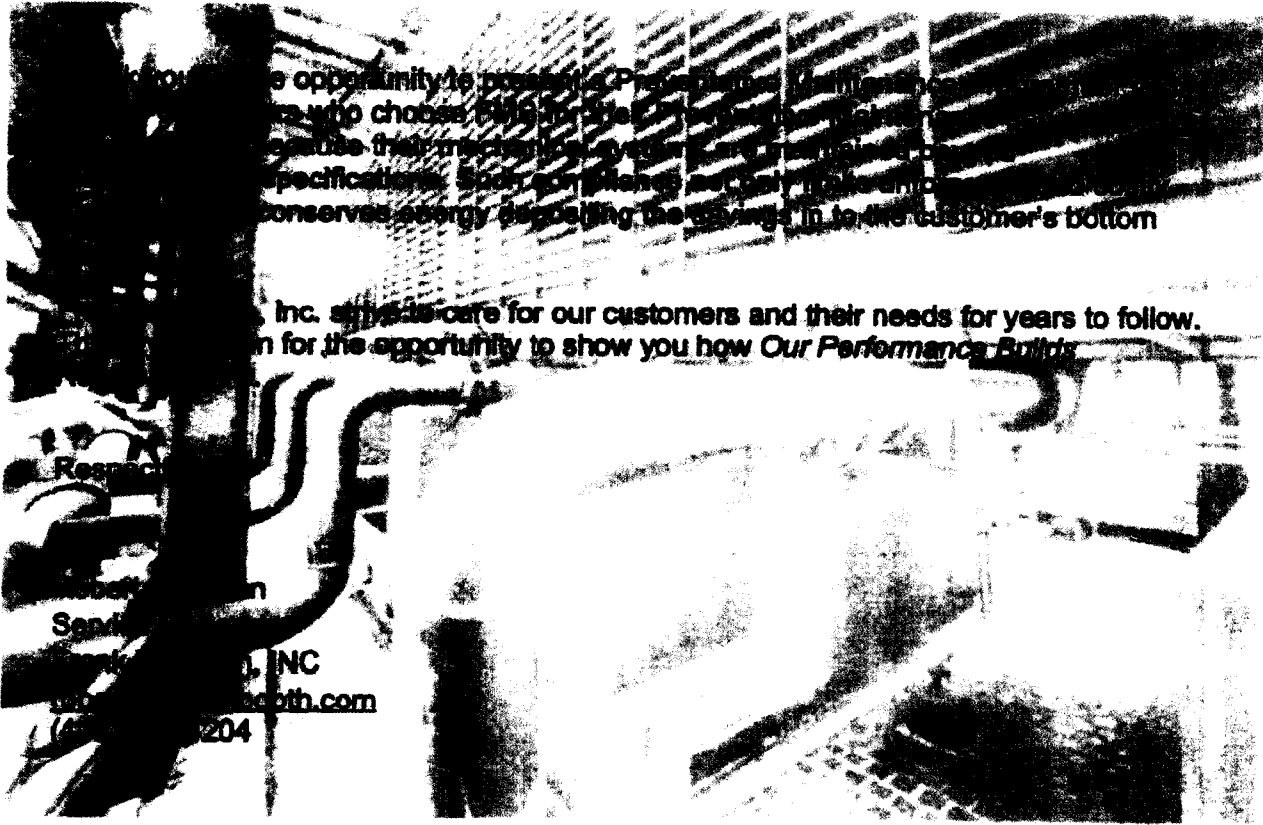


*Our Performance Builds Relationships®*

## Preventative Maintenance Program

City of Lathrop  
390 Towne Centre Dr.  
Lathrop, CA 95330

### Corp Yard



...the opportunity to provide a Preventative Maintenance Program for the City of Lathrop. The City of Lathrop chose Frank M. Booth, Inc. because their proposal met all the requirements of the specifications. Frank M. Booth, Inc. not only met the energy conserved energy, but also the savings in to the customer's bottom

...Frank M. Booth, Inc. cares for our customers and their needs for years to follow. We are proud for the opportunity to show you how *Our Performance Builds Relationships*

Respect  
...  
Frank M. Booth, INC  
www.frankbooth.com  
(415) 204





Our Performance Builds Relationships®

# Preventative Maintenance Program

**Location: 2112 East Louise Ave, Lathrop, CA**

**Scope of Work: Preventive Maintenance on Mechanical Equipment**

**Duration of program enrollment: One Year**

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**

**\$200.00 Overtime (Before or after regular business hours, including  
Saturdays, Sundays and holidays)**

**Preventative Maintenance Services:**

**Annual, Billed Quarterly at \$1,688.50**

## Table of Contents:

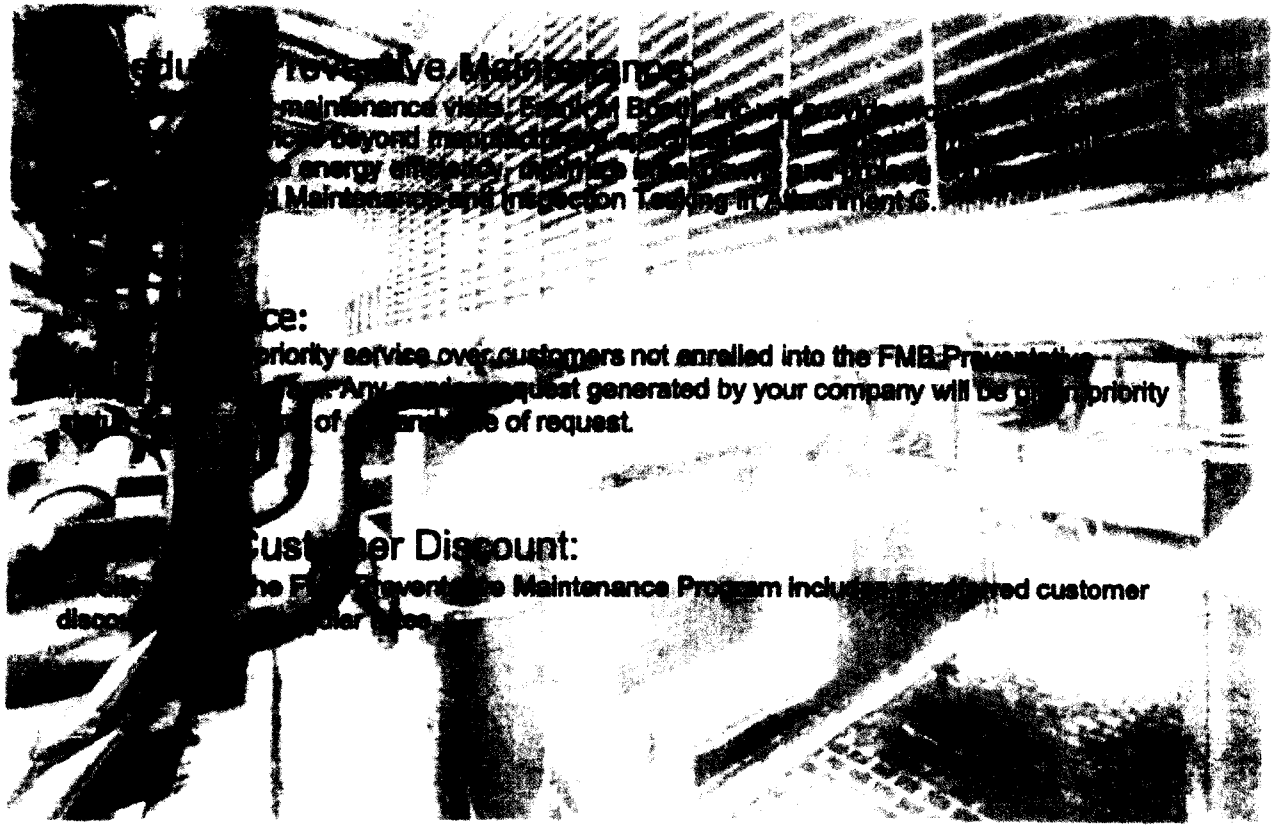
Mechanical and Electrical Customer Care Program Features .....	Attachment A
Equipment Covered .....	Attachment B
Preventative Maintenance and Inspection Tasks .....	Attachment C
Exclusions .....	Attachment D
Service and P.O. Number .....	Attachment E
Terms and Conditions .....	Attachment F



*Our Performance Builds Relationships®*  
**Attachment A**

## Preventative Maintenance Program

### HVAC Mechanical Preventative Maintenance Program Features:



#### **Schedule Preventative Maintenance**

Regular preventative maintenance visits by Frank M. Booth, Inc. will help you avoid costly breakdowns beyond manufacturer's warranty, improve energy efficiency, prolong life span, and reduce downtime. See Preventative Maintenance and Inspection Testing in Attachment C.

#### **Priority Service:**

Priority service over customers not enrolled into the FMB Preventative Maintenance Program. Any service request generated by your company will be given priority over all other requests of the same type of request.

#### **Customer Discount:**

The FMB Preventative Maintenance Program includes a preferred customer discount on all other services.





# Preventative Maintenance Program

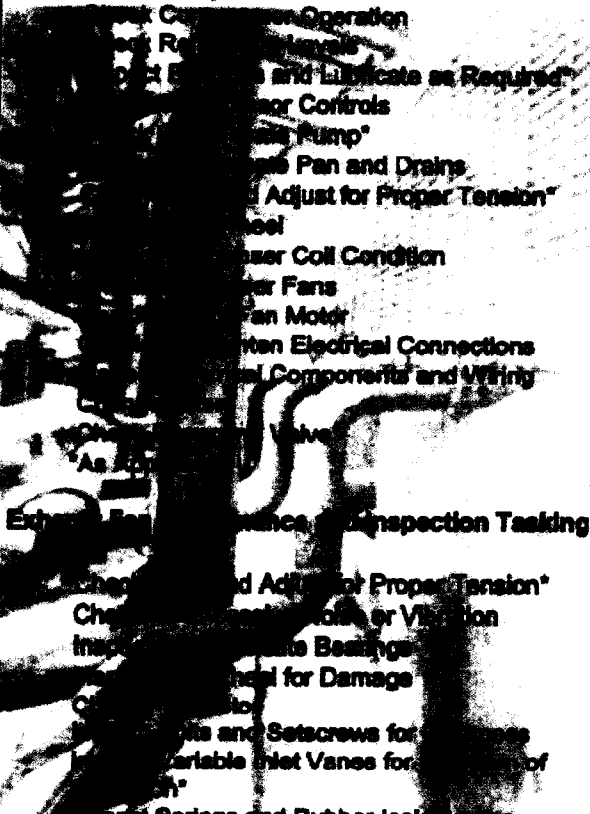
*Our Performance Builds Relationships®*

## Attachment C

### Equipment Tasking

#### Air Conditioning Unit and Heat Pump Maintenance and Inspection Tasking

- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration
- Inspect for Any Leaks
- Check Crankcase Heater
- Check Compressor Mounts
- Check Compressor Operation
- Check Refrigerant Levels
- Inspect Electrical Connections and Lubricate as Required\*
- Check Condenser Fan Controls
- Check Condenser Fan Motor
- Check Condenser Fan Blade
- Check Condenser Fan Drains
- Check Condenser Fan Tension\*
- Check Condenser Coil Condition
- Check Condenser Fans
- Check Condenser Fan Motor
- Check and Tighten Electrical Connections
- Check Condenser Components and Wiring



#### Exhaust Fan Maintenance and Inspection Tasking

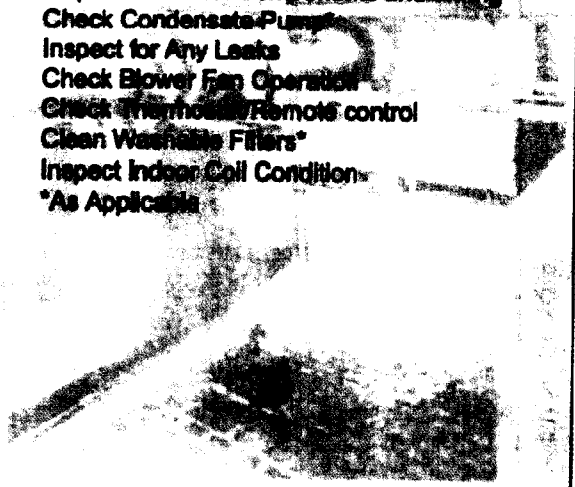
- Check and Adjust for Proper Tension\*
- Check for Excessive Noise or Vibration
- Inspect for Loose Bearings
- Check for Signs of Damage
- Check for Loose Nuts and Setscrews for Vibration
- Inspect Adjustable Inlet Vanes for Proper Operation\*
- Inspect Springs and Rubber Isolators for Deterioration
- Inspect Fan Components for Cleanliness
- Check Pulley and Sheave\*
- Check Drive Package Alignment\*
- Check VFD\*
- \*As Applicable

#### Split System Outdoor Unit Maintenance and Inspection Tasking

- Check General Condition of Unit
- Check Condenser Coil Condition
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Connections
- Check Condenser Fan Motor
- Inspect Compressor Operation
- Check Compressor Operation

#### Split System Indoor Unit Maintenance and Inspection Tasking

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat/Remote control
- Clean Washable Filters\*
- Inspect Indoor Coil Condition
- \*As Applicable



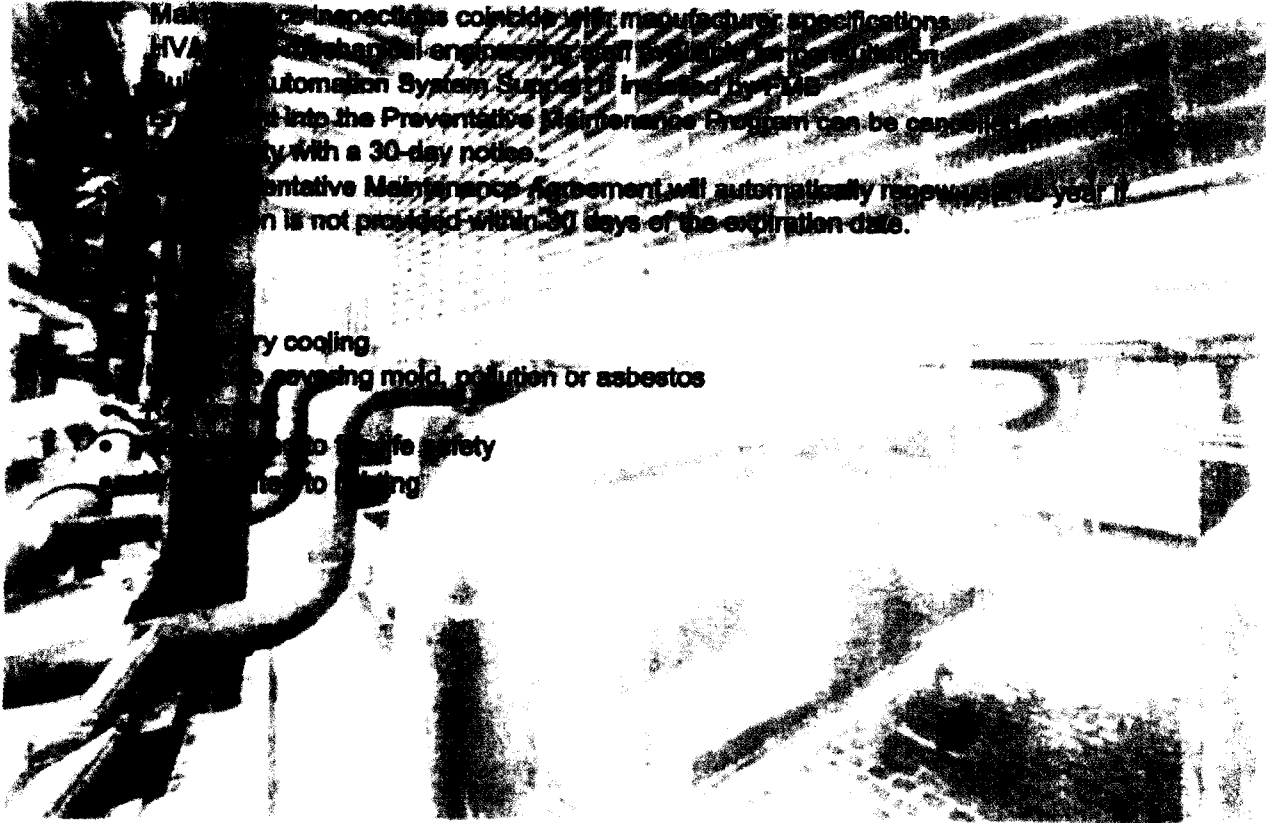


*Our Performance Builds Relationships®*  
**Attachment D**

## Preventative Maintenance Program

### Clarifications:

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916)878-3838
- 24/7 after hours' emergency service available – 1-877-839-2348
- 2-hour minimum charge for service calls



Maintenance inspections coincide with manufacturer specifications

HVAC and mechanical engineering staff available for consultation

Building Automation System Support is included by PM

Service into the Preventative Maintenance Program can be cancelled

at any time with a 30-day notice.

Preventative Maintenance Agreement will automatically renew for year II

if not cancelled within 30 days of the expiration date.

dry cooling.

covering mold, pollution or asbestos

to life safety

to listing



**FRANK M.  
BOOTH, INC.**

*Our Performance Builds Relationships®*

**Attachment E**

# Preventative Maintenance Program

## Signatures and P.O. Number

Upon signatures this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

**Representative Signature:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

**Witness Representative Signature:** \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_

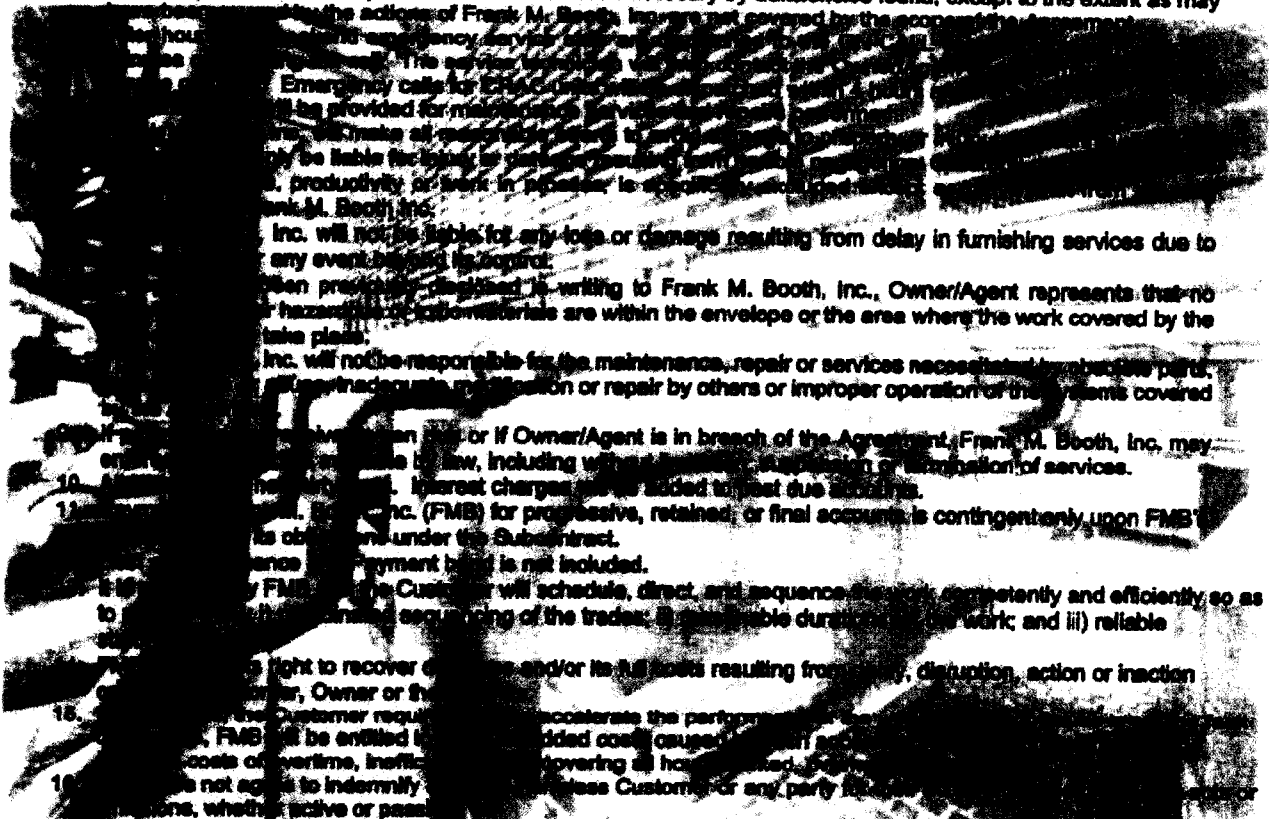


Our Performance Builds Relationships®  
Attachment F

# Preventative Maintenance Program

## Terms and Conditions

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after initial and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may



- be the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement.
- Emergency calls for HVAC systems shall be provided for maintenance services. Emergency services shall be provided for maintenance services. Emergency services shall be provided for maintenance services.
- Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to any event beyond its control.
- Owner/Agent represents that no hazardous materials are within the envelope or the area where the work covered by the Agreement will take place.
- Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by obsolete parts, or for any inadequate installation or repair by others or improper operation of the systems covered by the Agreement.
- If Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may terminate this Agreement at any time by law, including without limitation, suspension or termination of services.
10. Interest charges shall be added to past due accounts.
  11. Payment to Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent upon FMB's obligations under the Subcontract.
  12. Payment by FMB to the Customer will schedule, direct, and sequence the work competently and efficiently so as to minimize the duration of the trades; ii) reasonable duration of the work; and iii) reliable
  13. FMB has the right to recover all costs and/or its full costs resulting from delay, disruption, action or inaction of the Customer, Owner or third party.
  14. FMB will be entitled to recover all added costs caused by delay, disruption, action or inaction of the Customer, Owner or third party, including but not limited to, costs of overtime, inefficiency, and covering all hours worked.
  15. FMB does not agree to indemnify or hold harmless Customer or any party from claims or damages, whether active or passive.
  17. FMB indemnity obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligent acts or omissions of FMB or its employees.
  18. It is assumed by FMB that change in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
  19. Customer will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice to cure.
  20. FMB will not be responsible for damage or loss of work in place caused by others.
  21. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Customer.
  22. This Preventative Maintenance Agreement will automatically renew year to year if notification is not provided within 30 days of the expiration date.

**FRANK M. BOOTH, INC.**

13000as B...  
Grande B...  
(918) 784-1000 (918) 784-1007

Thank you for the opportunity to present our Preventative Maintenance Program for  
at facilities. Customers who choose FMB for their Preventative Maintenance services  
are at ease of mind because their mechanical systems are maintained beyond  
the manufacturer's specifications. Such compliance not only limits unforeseen and costly  
breakdowns, it conserves energy depositing the savings in to the customer's bottom  
line.

Frank M. Booth, Inc. strives to care for your facility and the needs for years to  
follow. Thank you again for the opportunity to show you how *Our Performance Builds  
Relationships®*.

Respectfully,

Grant Kaufman  
Regional Manager  
Frank M. Booth, INC  
[gberk@frankbooth.com](mailto:gberk@frankbooth.com)

[www.FRANKBOOTH.COM](http://www.FRANKBOOTH.COM)



**FRANK M. BOOTH, INC.**

1000 Douglas Blvd  
Granite Bay, CA 95746  
(916) 794-1200 (916) 794-1207

Location: 19900 Christopher Way, Lathrop  
**CTF**

**Preventative Maintenance on Mechanical Equipment**  
Enrollment: One Year

**Labor Rates:**

\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)

\$200.00 Over Time (Before or after regular business hours, including Saturday)

\$250.00 (Sundays and holidays)

**Investment for Preventative Maintenance Services:**

\$12,834.00 Annually, Billed Quarterly at \$3,208.50

**Table of Contents:**

Mechanical and HVAC Customer Care Program Features ..... Attachment 1

Equipment Covered ..... Attachment 2

Preventative Maintenance and Inspection Tasks ..... Attachment 3

Exclusions and Clarifications ..... Attachment 4

Proposed P.O. Number ..... Attachment 5

Terms and Conditions ..... Attachment 6

**FRANK M.  
BOOTH, INC.**

1000 Douglas Blvd  
Granite Bay, CA 95746  
(916) 736-0700 Fax: (916) 781-2707

### **FMB Mechanical Preventative Maintenance Program Features:**

#### **Scheduled Preventive Maintenance:**

During scheduled maintenance visits, Frank M. Booth, Inc. will provide proactive, hands on maintenance services beyond manufacturer's specifications designed to improve equipment performance, increase energy efficiency, minimize breakdowns and prolong equipment life. Please refer to the detailed Maintenance and Inspection Tasking in Attachment C.

#### **Priority Service:**

You will receive priority service if you are not enrolled into the FMB Preventative Maintenance Program. All requests generated by your company will receive a priority status based on type of request and time of request.

#### **Preferred Customer Discount:**

Enrollment in the FMB Preventative Maintenance Program includes a preferred customer discount of 5% off regular rates.

[WWW.FRANKBOOTH.COM](http://WWW.FRANKBOOTH.COM)

**FRANK M. BOOTH, INC.**

2213 Douglas Blvd  
Granite Bay, CA 95746  
(916) 784-7200 Fax (916) 784-0707

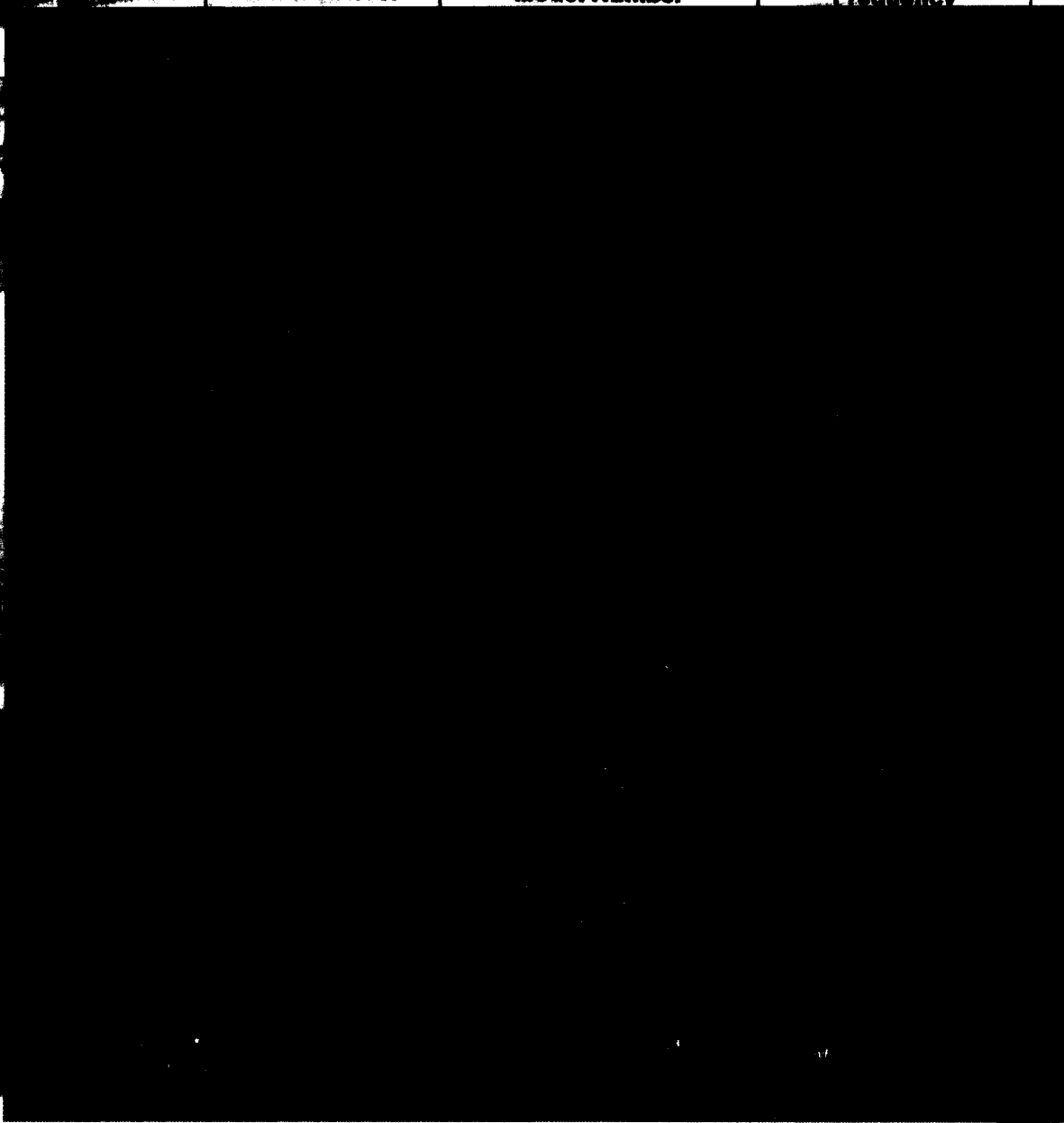
Equipment Covered under Preventative Maintenance Program

Equipment

Equipment Covered under Preventative Maintenance Program

**Equipment Information**

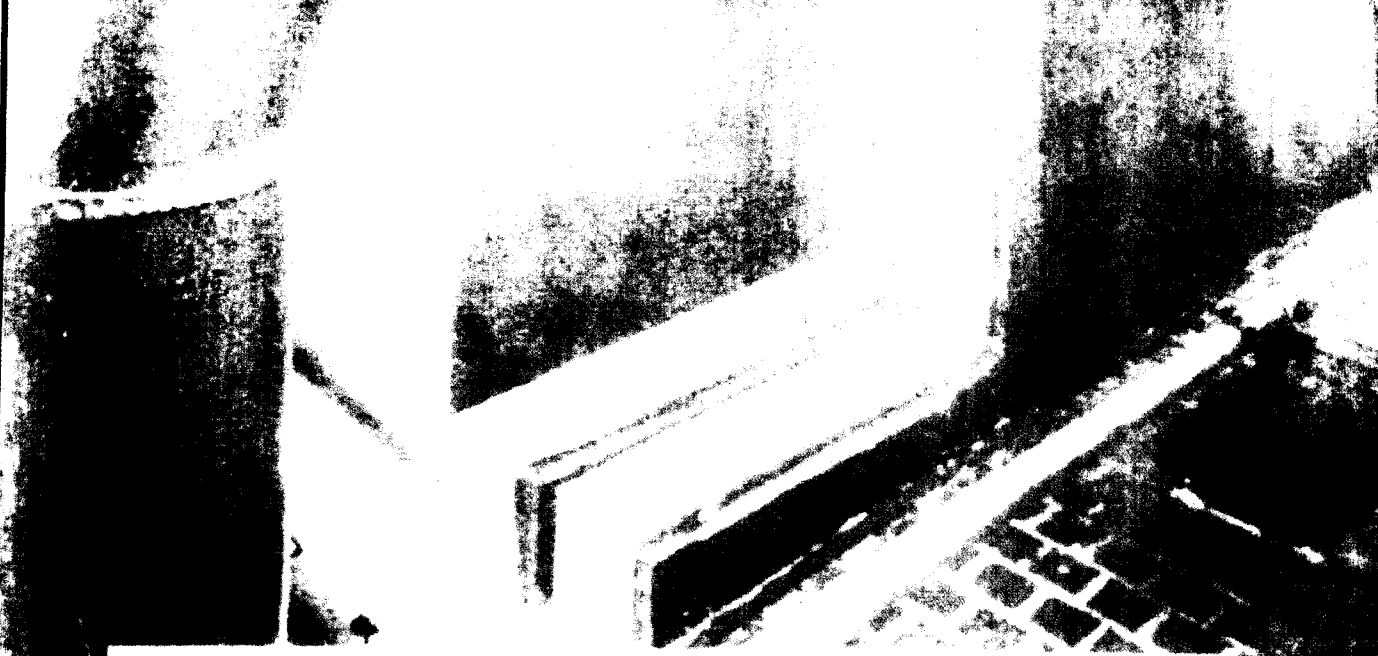
Equipment	Manufacturer	Model Number	Frequency
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**FRANK M.  
BOOTH, INC.**

Frank Booth  
Frank Booth  
(916) 784-2000 (916) 784-2007

**Equipment Information**



[WWW.FRANKBOOTH.COM](http://WWW.FRANKBOOTH.COM)



2225 Douglas Blvd  
Granite Bay, CA 95746  
(916) 784-7200 Fax (916) 784-0707

Outdoor Unit Maintenance and Inspection Tasks\*

**Outdoor Unit**

**Outdoor Unit Maintenance and Inspection Tasks**

**Always Perform Unit Maintenance and Inspection Tasks**

- Check General Condition of Unit
- Check Operating Temperatures
- Check for Excessive Noise or Vibration
- Inspect for Any Leaks

- Check Crankcase Heater
- Check Compressor Mounts
- Check Compressor Operation
- Check Refrigerant Levels
- Inspect and Lubricate as Required\*
- Check Compressor Controls
- Check Condensate Pump\*
- Check Condensate Pan and Drains
- Check Belts and Adjust for Proper Tension\*
- Inspect Fan Wheel
- Inspect Condenser Coil Condition
- Check Condenser Fan
- Check Supply Fan
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Change Filters
- Check Reversing Valve\*

\*As Applicable

**Indoor Unit Maintenance and Inspection Tasks**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components
- Check Condensate Pump\*
- Inspect for Any Leaks
- Check Fan Operation
- Check Thermostat/Remote Control
- Change Washable Filters\*
- Inspect Indoor Coil Condition
- As Applicable

**FRANK M. BOOTH, INC.**

10000 Granite Blvd  
Granite Bay, CA 95746  
(916) 784-7225 • (916) 784-0107

- Check for Excessive Noise or Vibration\*
- Inspect and Lubricate Bearings
- Inspect Fan Wheel for Damage
- Check Fan Motor
- Inspect Bolts and Set Screws for Tightness
- Inspect Variable Frequency Drive (VFD) for Proper Operation\*
- Inspect Springs and Shock Absorbers for Deterioration
- Inspect Fan Components for Cleanliness
- Check Pulley and Sheave\*
- Check Drive Package Alignment\*
- Check VFD\*
- \*As Applicable

WWW.FRANKBOOTH.COM

**FRANK M.  
BOOTH, INC.**

Granite Building  
(916) 878-3808 (916) 781-1077

10000  
Cleveland, OH

Expense and proper documentation of maintenance services and repairs performed  
to perform maintenance activities is included  
and general maintenance will be quoted  
Monday- Friday 7:00am to 4:00pm (916) 878-3808  
24-hour emergency service available (888) 416-1711

- 2-hour minimum charge for service calls
- Maintenance inspections coincide with manufacturer specifications
- HVAC and mechanical engineering staff available for consultation
- Building Automation System Support if installed by FMB
- Preventative Maintenance Program can be cancelled at any time by either party with a 30-day notice. Billing will be issued for services rendered.

**Exclusions:**

- Temporary cooling
- Insurance covering mold, pollution or asbestos
- Refrigerant
- Work related to fire
- Work related to



**FRANK M. BOOTH, INC.**

Frank Booth  
Frank Booth  
(916) 721-1111 (916) 721-1107

**Signature and P.O. Number**

Upon signature this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

**Customer Representative Signature:**

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

Authorizer's Title: \_\_\_\_\_

Authorizer Signature: \_\_\_\_\_

PO#: \_\_\_\_\_

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

**FMB Representative Signature:**

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

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

\_\_\_\_\_





Exhibit H



4230 Douglas Blvd  
Grants Bay CA 95746  
Phone: 878-3808

City of Lathrop Police Department  
940 River Islands Parkway  
Lathrop, CA 95330

Thank you for the opportunity to present our Preventative Maintenance Program for your facility. Customers who choose FMB for their Preventative Maintenance services enjoy peace of mind because their mechanical systems are maintained beyond manufacturer's specifications. Such compliance not only limits unforeseen and costly breakdowns, it conserves energy depositing the savings in to the customer's bottom line.

Frank M. Booth, Inc. strives to care for our customers and their needs for years to follow. Thank you again for the opportunity to show you how *Our Performance Builds Relationships®*.

Sincerely,

Robert Kaufman  
Service Manager  
Frank M. Booth, INC  
[robertk@frankbooth.com](mailto:robertk@frankbooth.com)  
(415) 310-4204

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WWW.FRANKBOOTH.COM



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Location: 940 River Islands Parkway**

**Scope of Work: Preventive Maintenance on Mechanical Equipment**  
**Duration of program enrollment: One Year**

**Labor Rates:**

- \$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**
- \$200.00 Over Time (Before or after regular business hours, including Saturday)**
- \$250.00 (Sundays and holidays)**

**Investment for Preventative Maintenance Services:**

**\$18,690.00 Annually, Billed Quarterly at \$4,672.50**

**Table of Contents:**

**Mechanical and HVAC Customer Care Program Features .....Attachment A**

**Equipment Covered .....Attachment B**

**Equipment Maintenance and Inspection Tasks .....Attachment C**

**Exclusions & Clarifications .....Attachment D**

**Signatures and P.O. Number .....Attachment E**

**Terms and Conditions .....Attachment F**



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment A**

**HVAC Mechanical Preventative Maintenance Program Features:**

**Scheduled Preventive Maintenance:**

During scheduled maintenance visits, Frank M Booth, Inc will provide proactive, hands on maintenance services beyond manufacturer's specifications designed to improve equipment operation, increase energy efficiency, minimize breakdowns and prolong equipment life. Please reference detailed Maintenance and Inspection Tasking in Attachment C.

**Priority Service:**

You will receive priority service over customers not enrolled into the FMB Preventative Maintenance Program. Any service request generated by your company will be given priority status based on type of call and time of request.

**Preferred Customer Discount:**

Enrollment into the FMB Preventative Maintenance Program includes a preferred customer discount of 5% off regular rates.



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment B**

**Equipment Covered under Preventative Maintenance Program**

**Equipment Information**

<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
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4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

### Equipment Information

Tag Number	Manufacturer	Model Number	Equipment



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment C**  
**Equipment Maintenance and Inspection Tasks**

**VRF System Indoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump\*
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat
- Change Filters
- Inspect Indoor Coil Condition
- \*As Applicable

**VRF System Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Condenser Coil Condition
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Crankcase Heater
- Inspect Compressor Safeties
- Check Compressor Operation
- Clean Condenser Coil (Annually)

**Exhaust Fan Maintenance and Inspection Tasking**

- Check Belts and Adjust for Proper Tension\*
- Check for Excessive Noise or Vibration
- Inspect and Lubricate Bearings
- Inspect Fan Wheel for Damage
- Check Fan Motor
- Inspect Bolts and Setscrews for Tightness
- Inspect Variable Inlet Vanes for Freedom of Operation\*
- Inspect Springs and Rubber Isolators for Deterioration
- Inspect Fan Components for Cleanliness
- Check Pulley and Sheave\*
- Check Drive Package Alignment\*
- Check VFD\*
- \*As Applicable



*Our Performance Builds Relationships®*

4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Split System Indoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump\*
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat/Remote control
- Clean Washable Filters\*
- Inspect Indoor Coil Condition
- \*As Applicable

**Split System Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Condenser Coil Condition
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Crankcase Heater
- Inspect Compressor Safeties
- Check Compressor Operation

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WWW.FRANKBOOTH.COM





4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment D**

**Clarifications:**

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916) 878-3808
- 24/7 after hours' emergency service available (888) 416-1711
- 2-hour minimum charge for service calls
- Maintenance inspections coincide with manufacturer specifications
- HVAC and mechanical engineering staff available for consultation
- Building Automation System Support if installed by FMB
- Enrollment into the Preventative Maintenance Program can be cancelled at any time by either party with a 30-day notice. Billing will be issued for services rendered.
- Contract will auto renew yearly.

**Exclusions:**

- Temporary cooling
- Insurance covering mold, pollution or asbestos
- Refrigerant
- Work related to fire life safety
- Work related to lighting



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 876-3606

**Attachment E**

**Signatures and P.O. Number**

Upon signatures this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

**Customer Representative Signature:**

Authorizer Printed Name: \_\_\_\_\_

Authorizer's Title: \_\_\_\_\_

Authorizer Signature: \_\_\_\_\_

P.O. #: \_\_\_\_\_

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

**FMB Representative Signature:**

Representative Printed Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3908

**Attachment F**

**Terms and Conditions**

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after initial and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been caused by the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement.
3. After hours and weekend emergency service calls are dispatched to the ON-CALL service technician within 30 minutes of receiving the call. The service technician will then contact the Owner/Agent and determine the proper course of action. Emergency calls for CRAC units will be dispatched within 4 hours after receiving call.
4. Documentation will be provided for maintenance services and repairs performed.
5. Frank M. Booth, Inc. will make all reasonable efforts to avoid damage to property or injury to personnel. Frank M. Booth, Inc. will only be liable for injury or damage resulting from its sole negligence. Collateral damages, e.g. loss of computer time, productivity or work in process, is specifically excluded except as may result from the sole negligence of Frank M. Booth Inc.
6. Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to force majeure or any event beyond its control.
7. Except as has been previously disclosed in writing to Frank M. Booth, Inc., Owner/Agent represents that no asbestos or other hazardous or toxic materials are within the envelope or the area where the work covered by the Agreement is to take place.
8. Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by obsolete parts, negligent use or abuse, inadequate modification or repair by others or improper operation of the systems covered by the Agreement.
9. If payment is not received when due or if Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may enforce any remedies available by law, including without limitation, suspension or termination of services.
10. All invoices are not thirty days. Interest charges will be added to past due accounts.
11. Payment to Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent only upon FMB's performance of its obligations under the Subcontract.
12. Cost of Performance and Payment bond is not included.
13. It is assumed by FMB that the Customer will schedule, direct, and sequence the work competently and efficiently so as to provide FMB; i) coordinated sequencing of the trades; ii) reasonable durations for the work; and iii) reliable start/finish dates.
14. FMB reserves its right to recover damages and/or its full costs resulting from delay, disruption, action or inaction caused by Customer, Owner or their Agents.
15. If at any time, the Customer requires FMB to accelerate the performance of the work when such occurs is not the fault of the FMB, FMB will be entitled to cover its added costs caused by such acceleration. These costs shall include premium costs of overtime, inefficiency costs covering all hours worked, overhead and profit.
16. FMB does not agree to indemnify and hold harmless Customer or any party for their actual or alleged negligent acts or omissions, whether active or passive.
17. FMB's liability obligation shall only apply in proportion to and to the extent that claims, damages, or losses result from the negligent acts or omissions of FMB or its employees.
18. If as requested by FMB that change in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
19. Customer will not incur any costs to be assessed against FMB without first providing FMB a written 72 hour notice to cure.
20. FMB will not be responsible for damage or loss of work in place caused by others.
21. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Customer.

Exhibit I



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3908

City Of Lathrop  
2112 East Louise Ave.  
Lathrop, CA 95330

### Evidence Building

Thank you for the opportunity to present our Preventative Maintenance Program for your facility. Customers who choose FMB for their Preventative Maintenance services enjoy peace of mind because their mechanical systems are maintained beyond manufacturer's specifications. Such compliance not only limits unforeseen and costly breakdowns, it conserves energy depositing the savings in to the customer's bottom line.

Frank M. Booth, Inc. strives to care for our customers and their needs for years to follow. Thank you again for the opportunity to show you how *Our Performance Builds Relationships®*.

Sincerely,

Robert Kaufman  
Service Manager  
Frank M. Booth, INC  
[Robert.K@frankbooth.com](mailto:Robert.K@frankbooth.com)  
(916) 878-4204

[WWW.FRANKBOOTH.COM](http://WWW.FRANKBOOTH.COM)



4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3908

**Location: 2112 East Louise Ave., Lathrop, CA**

**Scope of Work: Preventive Maintenance on Mechanical Equipment**  
**Duration of program enrollment: One Year**

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**

**\$200.00 Over Time (Before or after regular business hours, including Saturday)**

**\$300.00 (Sundays and holidays)**

**Investment for Preventative Maintenance Services:**

**\$10,300.00 Annually, Billed Quarterly at \$2,575.00**

**Table of Contents:**

**Mechanical and HVAC Customer Care Program Features .....Attachment A**

**Equipment Covered .....Attachment B**

**Equipment Maintenance and Inspection Tasks .....Attachment C**

**Exclusions & Clarifications .....Attachment D**

**Signature and P.O. Number .....Attachment E**

**Terms and Conditions .....Attachment F**



4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3808

**Attachment A**

**HVAC Mechanical Preventative Maintenance Program Features:**

**Scheduled Preventive Maintenance:**

During scheduled maintenance visits, Frank M Booth, Inc will provide proactive, hands on maintenance services beyond manufacturer's specifications designed to improve equipment operation, increase energy efficiency, minimize breakdowns and prolong equipment life. Please see detailed Maintenance and Inspection Tasking in Attachment C.

**Priority Service:**

You will receive priority service over customers not enrolled into the FMB Preventative Maintenance Program. Any service request generated by your company will be given priority status based on type of call and time of request.

**Preferred Customer Discount:**

Enrollment into the FMB Preventative Maintenance Program includes a preferred customer discount of 5% off regular rates.

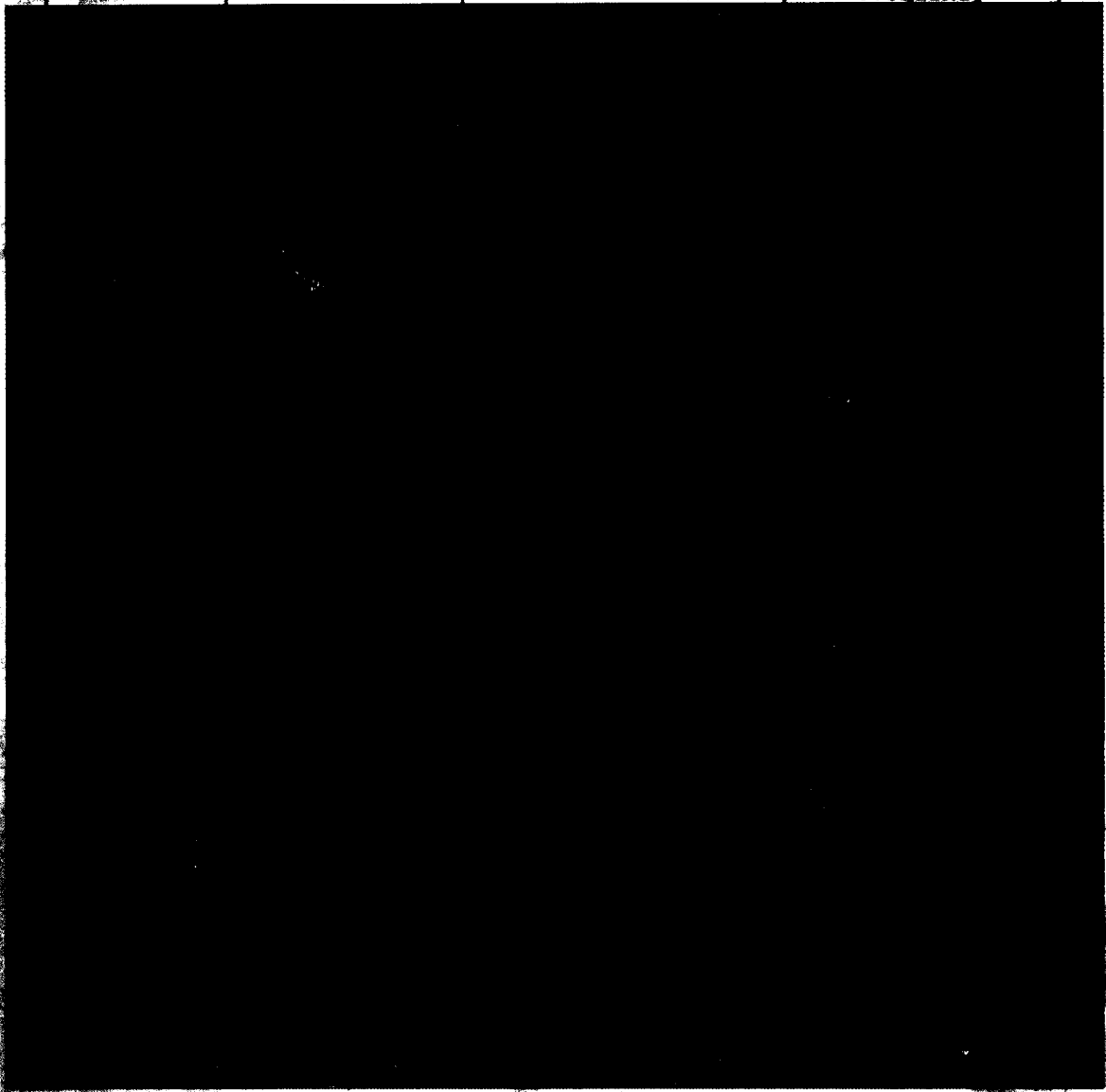


4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3308

**Attachment B**

**Equipment Covered under Preventative Maintenance Program**

<b>Equipment Information</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>





4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 678-3900

Equipment Information			
Tag Number	Manufacturer	Model Number	Frequency
[REDACTED]			





4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3800

## **Attachment C Equipment Maintenance and Inspection Tasks**

### **Fan Coil Unit Maintenance and Inspection Tasking**

- Check General Condition and Operation of Unit
- Change Filters
- Check Blower Motor
- Check Blower Wheel
- Check Condensate Drain
- Check Electrical Connections and Components

### **VRV Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition and Operation of Unit
- Check Condenser Coil Condition
- Clean Condenser Coils
- Visually Inspect for Leaks
- Check for Excessive Noise or Vibration
- Inspect Condenser Coil Condition
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check Electrical Connections
- Check Drainage Heater
- Check Compressor Operation



4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3500

**Split System Indoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat/Remote control
- Clean Washable Filters
- Inspect Indoor Coil Condition

**Split System Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Condenser Coil Condition
- Clean Condenser Coils
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Crankcase Heater
- Inspect Compressor Safeties
- Check Compressor Operation



4230 Douglas Blvd  
Granite Bay CA 95740  
(916) 878-3808

**Exhaust Fan Maintenance and Inspection Tasking**

**Check Bolts and Adjust for Proper Tension\***

**Check for Excessive Noise or Vibration**

**Inspect and Lubricate Bearings**

**Inspect Fan Wheel for Damage**

**Check Fan Motor**

**Inspect Bolts and Setscrews for Tightness**

**Inspect Variable Inlet Vanes for Freedom of Operation\***

**Inspect Springs and Rubber Isolators for Deterioration**

**Inspect Fan Components for Cleanliness**

**Check Pulley and Sheave\***

**Check Drive Package Alignment\***

**Check VFD\***

**\*As Applicable**



Commercial Building Relationships™

4290 Douglas Blvd  
Granite Bay, CA 95740  
(916) 878-3808

### Attachment D

### Clarifications:

- Electronic and on paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
- Dispatcher available Monday- Friday 7:00am to 4:00pm (916) 878-3808
- 24/7 after hours' emergency service available (888) 416-1711
- 2-hour minimum charge for service calls
- Maintenance inspections coincide with manufacturer specifications
- HVAC and mechanical engineering staff available for consultation
- Building Automation System Support if installed by FMB
- Enrollment into the Preventative Maintenance Program can be cancelled at any time by either party with a 30-day notice. Billing will be issued for services rendered.
- Contract will auto renew yearly.

### Exclusions:

- Temporary cooling
- Insurance covering mold, pollution or asbestos
- Refrigerant
- Work related to fire life safety
- Work related to lighting



4290 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3808

**Attachment E**

**Signatures and P.O. Number**

Upon signature this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

**Customer Representative Signature:**

Authorizer Printed Name: \_\_\_\_\_

Authorizer's Title: \_\_\_\_\_

Authorizer Signature: \_\_\_\_\_

P.O.#: \_\_\_\_\_

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

**FMB Representative Signature:**

Representative Printed Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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



4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 876-8808

Attachment F

**Terms and Conditions**

1. The services include only those items as listed in the Proposal by Frank M. Booth, Inc. Upon acceptance of this proposal, only the scope of work listed will be performed. Deficiencies will be reported to the Owner/Agent after initial and any subsequent inspection. Any work required outside the scope of this Agreement will be as authorized by Owner/Agent.
2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been caused by the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement.
3. After hours and weekend emergency service calls are dispatched to the ON-CALL service technician within 30 minutes of receiving the call. The service technician will then contact the Owner/Agent and determine the proper course of action. Emergency calls for CRAC units will be dispatched within 4 hours after receiving call.
4. Documentation will be provided for maintenance services and repairs performed.
5. Frank M. Booth, Inc. will make all reasonable efforts to avoid damage to property or injury to personnel. Frank M. Booth, Inc. will only be liable for injury or damage resulting from its sole negligence. Collateral damages, e.g. loss of computer time, productivity or work in process, is specifically excluded except as may result from the sole negligence of Frank M. Booth Inc.
6. Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to force majeure or any event beyond its control.
7. Except as has been previously disclosed in writing to Frank M. Booth, Inc., Owner/Agent represents that no asbestos or other hazardous or toxic materials are within the envelope or the area where the work covered by the Agreement is to take place.
8. Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by obsolete parts, negligent use or abuse, inadequate modification or repair by others or improper operation of the systems covered by the Agreement.
9. If payment is not received when due or if Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may enforce any remedies available by law, including without limitation, suspension or termination of services.
10. All invoices are due thirty days. Interest charges will be added to past due accounts.
11. Payment to Frank M. Booth, Inc. (FMB) for progressive, retained, or final accounts is contingent only upon FMB's performance of its obligations under the Subcontract.
12. Cost of Performance and Payment bond is not included.
13. It is assumed by FMB that the Customer will schedule, direct, and sequence the work competently and efficiently so as to provide FMB; 1) coordinated sequencing of the trades; 2) reasonable durations for the work; and 3) suitable start/finish dates.
14. FMB reserves its right to recover damages and/or its full costs resulting from delay, disruption, action or inaction caused by Customer, Owner or their Agents.
15. If at any time, the Customer requires FMB to accelerate the performance of the work when such occurs as the fault of the FMB, FMB will be entitled to cover its added costs caused by such acceleration. These costs include, but are not limited to, premium costs of overtime, inefficiency costs covering all hours worked, overhead and profit.
16. FMB does not agree to indemnify and hold harmless Customer or any party for their actions, negligent acts or omissions, whether active or passive.
17. FMB's liability obligation shall only apply in proportion to and to the extent that claims, damages or losses result from the negligence, fault or omissions of FMB or its employees.
18. It is assumed by FMB that changes in work or the schedule which have a material effect on the planning, coordination, or sequencing of FMB will result in an equitable adjustment in the Subcontract price.
19. Customer will not incur any costs to be assessed against FMB without first receiving FMB's written 72-hour notice.
20. FMB will not be responsible for damage or loss of work in place resulting from fires.
21. FMB will be entitled to attorney's fees and its full costs by reason of breach or default by Customer.



*Our Performance Builds Relationships®*

4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

City Of Lathrop  
2112 East Louis Ave.  
Lathrop, CA 95330

**Animal Center**

Thank you for the opportunity to present our Preventative Maintenance Program for your facility. Customers who choose FMB for their Preventative Maintenance services enjoy peace of mind because their mechanical systems are maintained beyond manufacturer's specifications. Such compliance not only limits unforeseen and costly breakdowns, it conserves energy depositing the savings in to the customer's bottom

Frank M. Booth, Inc. strives to care for our customers and their needs for years to follow. Thank you again for the opportunity to show you how *Our Performance Builds Relationships®*.

Sincerely,

Robert Kaufman  
Service Manager  
Frank M. Booth, INC  
[RobertK@frankbooth.com](mailto:RobertK@frankbooth.com)  
(916) 370-4204



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Location:** Animal Control Overflow, 2112 East Louise Ave., Lathrop, CA

**Scope of Work:** Preventive Maintenance on Mechanical Equipment  
**Duration of program enrollment:** One Year

**Labor Rates:**

**\$150.00 Regular Time (Business hours M-F, 7:00AM-4:00PM)**

**\$200.00 Over Time (Before or after regular business hours, including Saturday)**

**\$200.00 (Sundays and holidays)**

**Investment for Preventative Maintenance Services:**

**\$3,600.00 Annually, Billed Quarterly at \$900.00**

**Table of Contents:**

**Mechanical and HVAC Customer Care Program Features .....Attachment A**  
**Equipment Covered .....Attachment B**  
**Equipment Maintenance and Inspection Tasks ..... Attachment C**  
**Exclusions & Clarifications .....Attachment D**  
**Signatures and P.O. Number .....Attachment E**  
**Terms and Conditions .....Attachment F**





4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment A**

**HVAC Mechanical Preventative Maintenance Program Features:**

**Scheduled Preventive Maintenance:**

During scheduled maintenance visits, Frank M Booth, Inc will provide proactive, hands on maintenance services beyond manufacturer's specifications designed to improve equipment operation, increase energy efficiency, minimize breakdowns and prolong equipment life. Please see detailed Maintenance and Inspection Tasking in Attachment C.

**Priority Service:**

You will receive priority service over customers not enrolled into the FMB Preventative Maintenance Program. Any service request generated by your company will be given priority status based on type of call and time of request.

**Preferred Customer Discount:**


Enrollment into the FMB Preventative Maintenance Program includes a preferred customer discount of 5% off regular rates.



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3908

**Attachment B**

**Equipment Covered under Preventative Maintenance Program**

<b>Equipment Information</b>			
<b>Tag Number</b>	<b>Manufacturer</b>	<b>Model Number</b>	<b>Frequency</b>
			



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment C  
Equipment Maintenance and Inspection Tasks**

**Split System Indoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Condensate Pump
- Inspect for Any Leaks
- Check Blower Fan Operation
- Check Thermostat/Remote control
- Clean Washable Filters
- Inspect Indoor Coil Condition

**Split System Outdoor Unit Maintenance and Inspection Tasking**

- Check General Condition of Unit
- Check Condenser Coil Condition
- Clean Condenser Coils
- Inspect for Any Leaks
- Check Condenser Fan Motor
- Inspect Condenser Fan Blade
- Check Refrigerant Levels
- Check and Tighten Electrical Connections
- Inspect Electrical Components and Wiring
- Check Crankcase Heater
- Inspect Compressor Safeties
- Check Compressor Operation



Customer Service and Relationship

4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-1808

**Walk AC Unit Maintenance and Inspection Tasking**

**Check General Condition of Unit**

**Check Condenser Coil Condition**

**Brush Condenser Coils**

**Visually Inspect for Any Leaks**

**Check Blower Operation**

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[WWW.FRANKBOOTH.COM](http://WWW.FRANKBOOTH.COM)



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment D**

**Clarifications:**

- Electronic and or paper documentation of maintenance services and repairs performed
- Labor and materials to perform maintenance activities is included
- Additional repairs needed beyond general maintenance will be quoted
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- 24/7 after hours' emergency service available (888) 418-1711
- 2-hour minimum charge for service calls
- Maintenance inspections coincide with manufacturer specifications
- HVAC and mechanical engineering staff available for consultation
- Building Automation System Support if installed by FMB
- Enrollment into the Preventative Maintenance Program can be cancelled at any time by either party with a 30-day notice. Billing will be issued for services rendered.
- Contract will auto renew yearly.

**Exclusions:**

- Temporary cooling
- Insurance covering mold, pollution or asbestos
- Refrigerant
- Work related to fire life safety
- Work related to lighting



4230 Douglas Blvd  
Granite Bay CA 95746  
(916) 878-3808

**Attachment E**

**Signatures and P.O. Number**

Upon signature this becomes a fully executed agreement which is able to be terminated at any time by either party. Termination request must be given 30 days prior to actual termination date.

**Customer Representative Signature:**

Authorizer Printed Name: \_\_\_\_\_

Authorizer's Title: \_\_\_\_\_

Authorizer Signature: \_\_\_\_\_

PO#: \_\_\_\_\_

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

**FMB Representative Signature:**

Representative Printed Name: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Signature: \_\_\_\_\_

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



4230 Douglas Blvd  
Granite Bay, CA 95746  
(916) 878-3600

Attachment F

**Terms and Conditions**

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2. Except as set forth in writing, the Owner/Agent represents that the systems covered by the Preventative Maintenance Agreement are in good working order. As soon as practical after the Preventative Maintenance Agreement has been executed, Frank M. Booth, Inc. will inspect the HVAC systems for any obvious deficiencies at customer's expense. A report of any findings after the initial or any subsequent inspection will be provided to Owner/Agent. Repair or replacement of work made necessary by deficiencies found, except to the extent as may have been caused by the actions of Frank M. Booth, Inc. are not covered by the scope of the Agreement.
3. After hours and weekend emergency service calls are dispatched to the ON-CALL service technician within 90 minutes of receiving the call. The service technician will then contact the Owner/Agent and determine the proper course of action. Emergency calls for CRAC units will be dispatched within 4 hours after receiving call.
4. Documentation will be provided for maintenance services and repairs performed.
5. Frank M. Booth, Inc. will make all reasonable efforts to avoid damage to property or injury to personnel. Frank M. Booth, Inc. will only be liable for injury or damage resulting from its sole negligence. Collateral damage, e.g. loss of computer time, productivity or work in process, is specifically excluded except as may result from the sole negligence of Frank M. Booth Inc.
6. Frank M. Booth, Inc. will not be liable for any loss or damage resulting from delay in furnishing services due to force majeure or any event beyond its control.
7. Except as has been previously disclosed in writing to Frank M. Booth, Inc., Owner/Agent represents that no asbestos or other hazardous or toxic materials are within the envelope or the area where the work covered by the Agreement is to take place.
8. Frank M. Booth, Inc. will not be responsible for the maintenance, repair or services necessitated by obsolete parts, negligent use or abuse, hazardous modification or repair by others or improper operation of the systems covered by the Agreement.
9. If payment is not received when due or if Owner/Agent is in breach of the Agreement, Frank M. Booth, Inc. may enforce any remedies available by law, including without limitation, suspension or termination of services.
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12. Cost of Performance and Payment bond is not included.
13. It is assumed by FMB that the Customer will schedule, direct, and sequence the work competently and efficiently so as to provide FMB: 1) coordinated sequencing of the trades; 2) reasonable durations for the work; and 3) reliable start/finish dates.
14. FMB reserves its right to recover damages and/or its full costs resulting from delay, disruption, action or inaction caused by Customer, Owner or their Agents.
15. If at any time, the Customer requires FMB to accelerate the performance of the work when such would be the fault of the Customer, FMB will be entitled to cover its added costs caused by such acceleration. These costs include, but are not limited to, premiums of overtime, inefficiency costs resulting all hours worked, overhead and general expenses.
16. FMB does not agree to indemnify and hold harmless Customer or any party for their actions, omissions, negligent acts or omissions, whether active or passive.
17. FMB's liability obligation shall only apply in proportion to and to the extent that claims, damages or losses result from the negligent acts or omissions of FMB or its employees.
18. It is assumed by FMB that changes in work or the schedule which have a material effect on the planning, organization, or sequencing of FMB will result in an equitable adjustment in the Subcontract.
19. Customer will not incur any costs to be assessed against FMB without first notifying FMB a written 72 hours in advance.
20. FMB will not be responsible for damage or loss of work in place caused by others.
21. FMB will be entitled to attorney's fees and its full costs by reason of any breach or default by Customer.

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## ITEM 4.10

### **CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

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

**RECOMMENDATION: Adopt Resolution to Approve a Professional Consulting Services Agreement with Alexander & Associates, Inc. to Provide On-Call Land Survey and Mapping Services**

---

#### **SUMMARY:**

The City continues to experience rapid growth over the past few years and the increase in construction and development projects has remained steady. The Land Development Division within the Public Works Department is responsible for processing all residential, commercial, and industrial development projects. Plan checks are either performed in-house or under contract with outside consulting firms, depending on the workload and complexity of the projects. The increase in construction and development projects requires more resources.

Staff recommends that City Council approve a Professional Consulting Services Agreement with Alexander & Associates, Inc. (Alexander & Associates) to provide On-Call Land Survey and Mapping Services on a time and materials basis for a cost not to exceed \$150,000.

#### **BACKGROUND:**

On August 9, 2021, City Council approved a Professional Consulting Services Agreement (PSA) with Alexander & Associates to provide on-call land survey and mapping services.

A second PSA with Alexander & Associates was approved by Council on August 8, 2022 and extended on December 27, 2023.

Staff now recommends Council approve a new PSA for a term beginning January 13, 2025 through June 30, 2026 to provide on-call land survey and mapping services on a time and materials basis for a cost not to exceed \$150,000.

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

Professional services are needed for specialized consultant services to complete land survey and mapping tasks due to the increase in construction and development projects.

**CITY MANAGER'S REPORT** **PAGE 2**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH**  
**ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND**  
**MAPPING SERVICES**

**FISCAL IMPACT:**

The cost of the proposed Professional Consulting Services Agreement with Alexander & Associates is not to exceed \$150,000 to be paid on a time and materials basis. Sufficient funds have been included in the adopted fiscal year 2024-25 budget and all costs associated with this proposed contract will be paid by developers.

**ATTACHMENTS:**


- A. Resolution to Approve a Professional Consulting Services Agreement with Alexander & Associates, Inc. to Provide On-Call Land Survey and Mapping Services
- B. Professional Consulting Services Agreement with Alexander & Associates, Inc. to Provide On-Call Land Survey and Mapping Services

**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH**  
**ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND**  
**MAPPING SERVICES**

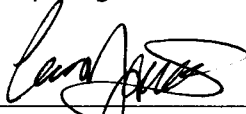
**APPROVALS:**

  
\_\_\_\_\_  
Veronica Albarran  
Junior Engineer

12/16/2024  
\_\_\_\_\_  
Date

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

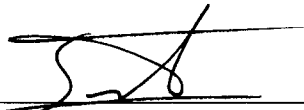
12/16/2024  
\_\_\_\_\_  
Date

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

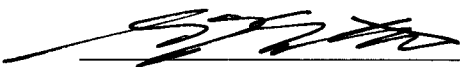
12/11/2024  
\_\_\_\_\_  
Date

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

12.17.2024  
\_\_\_\_\_  
Date

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

12-16-2024  
\_\_\_\_\_  
Date

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

1.8.25  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC. TO PROVIDE ON-CALL LAND SURVEY AND MAPPING SERVICES**

**WHEREAS**, the Land Development Division within the Public Works Department is responsible for processing all residential, commercial and industrial development projects; and

**WHEREAS**, the City continues to experience rapid growth over the past few years and the increase in construction and development projects has remained steady; and

**WHEREAS**, while City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks to keep pace with ongoing construction activity; and

**WHEREAS**, on August 9, 2021, City Council approved a Professional Consulting Services Agreement (PSA) with Alexander & Associates to provide on-call land survey and mapping services; and

**WHEREAS**, a second PSA with Alexander & Associates was approved by Council on August 8, 2022 and extended on December 27, 2023; and

**WHEREAS**, staff now recommends Council approve a new PSA for a term beginning January 13, 2025 through June 30, 2026 to provide on-call land survey and mapping services on a time and materials basis for a cost not to exceed \$150,000; and

**WHEREAS**, sufficient funds have been included in the adopted fiscal year 2024-25 budget and all costs associated with this proposed contract will be paid by developers.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with Alexander & Associates, Inc. to provide on-call land survey and mapping services and will be paid on a time and material basis for an amount not to exceed \$150,000.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 13<sup>th</sup> day of January 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

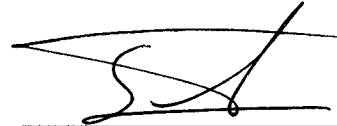
Paul Akinjo, Mayor

**ATTEST:**

---

Teresa Vargas  
City Clerk

**APPROVED AS TO FORM:**



---

Salvador Navarrete  
City Attorney

**CITY OF LATHROP  
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH  
ALEXANDER & ASSOCIATES, INC.**

**FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES**

**THIS AGREEMENT**, dated for convenience this **January 13<sup>th</sup>, 2025** is by and between **ALEXANDER & ASSOCIATES, INC.** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform On-Call Land Survey and Mapping Services, which are required by this agreement; and

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

**WHEREAS**, CONSULTANT is willing to render such On-Call Land Survey and Mapping Services, as hereinafter defined, on the following terms and conditions;

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

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform Professional Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT on time and material basis not to exceed **\$150,000** for the Professional Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

**(3) Effective Date and Term**

The effective date of this Agreement is **January 13, 2025**, and it shall terminate no later than **June 30, 2026**.

**(4) Independent Contractor Status**

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

**(5) Billings**

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

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

**(7) Assignment of Personnel**

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT'S Authorized Representative, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

**(8) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(9) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

(a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

(b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement.

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general



CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

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

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

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

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

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

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

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH  
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING  
SERVICES

said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

**(11) Licenses**

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

**(12) Business Licenses**

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

**(13) Termination**

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

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

**(14) Notices**

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

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

Copy to: City of Lathrop  
Department of Public Works  
MAIN: (209) 941-7430

To Consultant: Alexander & Associates, Inc.  
147 Old Bernal Avenue, Suite 10  
Pleasanton, CA 94566  
Phone: (925) 462-2255 or by email at [surveyor@trivalley.com](mailto:surveyor@trivalley.com)

**(15) Miscellaneous**

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

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

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

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

**(16) Notice to Proceed**

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

**(17) Signatures**

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

CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING SERVICES

Approved as to Form:

City of Lathrop  
City Attorney



12-16-2024

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
City Engineer

Brad Taylor

Date

Approved By  
Resolution # \_\_\_\_\_

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

Alexander & Associates, Inc.,  
147 Old Bernal Avenue, Suite 10  
Pleasanton, CA 94566

Fed ID # \_\_\_\_\_

Business License # \_\_\_\_\_

Signature

Date

Print Name and Title



CITY OF LATHROP – PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH  
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR AND MAPPING  
SERVICES

CONSULTANT:

Print Name and Title  
Alexander & Associates, Inc.,  
147 Old Bernal Avenue, Suite 10  
Pleasanton, CA 94566

Fed ID # \_\_\_\_\_  
Business License # \_\_\_\_\_

---

Signature

Date

---

Print Name and Title

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## ITEM 4.11

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution Approving Amendment No. 3 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06 and Approve Budget Amendment**

---

#### **SUMMARY:**

Due to a change in standards, Caltrans is now requesting additional environmental documentation to supplement older studies and meet current requirements. Mark Thomas Company, Inc. (Mark Thomas) has provided the City with a revised scope of work to complete the required Energy Memorandum, as required by Caltrans. The amount of the Amendment No. 3 is \$28,519, which includes coordination with Caltrans for new design requirements, diverging diamond design check and calculations revisions to the design standard decision document, and coordinating additional environmental reviews. Staff have reviewed the proposal and found it to be reasonable given the additional scope of services needed to complete the environmental studies under current standards.

Staff is requesting that City Council approve Amendment No. 3 to the Professional Services Agreement with Mark Thomas to provide additional environmental studies to complete the Project Approval and Environmental Document (PA&ED) phase.

Staff is also requesting Council approve a budget amendment transferring \$28,519 from the Local Transportation Capital Facilities Fees (2250) LTF to the Streets CIP Fund (3310).

#### **BACKGROUND:**

On December 19, 2006, City Council approved a Professional Services Agreement with Mark Thomas in the amount of \$2,431,661 to prepare the PA&ED for Capital Improvement Project (CIP) PS 06-06 for Louise Avenue / Interstate-5 (I-5) Interchange (Project). The original scope of work consisted of conducting environmental studies based on the Preliminary Environmental Assessment Report (PEAR) approved by the Department of Transportation (Caltrans) in 2007.

On November 9, 2020, City Council approved Amendment No. 1, in the amount of \$698,587 to update the original scope of work and update the PA&ED phase as further

**CITY MANAGER’S REPORT** **PAGE 2**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT**  
**WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5**  
**INTERCHANGE PROJECT, CIP PS 06-06**

required by Caltrans. Furthermore, on December 11, 2023, City Council approved Amendment No. 2 in the amount of \$207,303 for additional studies required by Caltrans for the PA&ED.

Caltrans has updated their standards and is now requiring additional environmental documentation to meet current guidelines. An Energy Memorandum will need to be prepared to document activities related to an energy impact analyses for use in the environmental document.

Staff is requesting Council approve Amendment No. 3 with Mark Thomas to provide additional coordination services. This approval will allow for the continuation of the project as scheduled.

**REASON FOR RECOMMENDATION:**

To satisfy Caltrans requirements, additional environmental studies will need to be revised to current standards. Approval of Amendment No. 3 will allow Mark Thomas to finalize the additional coordination services and environmental studies needed to complete the PA&ED phase. With Caltrans approval and the environmental phase completed, the Project can move forward to the Plans, Specifications, and Estimate (PS&E) phase.

**FISCAL IMPACT:**

Staff is requesting Council to approve a budget amendment transferring \$28,519 from the Local Transportation Capital Facilities Fees (2250) LTF to CIP PS 06-06 as follows:

Increase Transfer Out 2250-9900-990-9010	PS 06-06	\$28,519
Increase Transfer In 3310-9900-393-0000	PS 06-06	\$28,519
Increase Appropriation 3310-8000-420-8400	PS 06-06	\$28,519

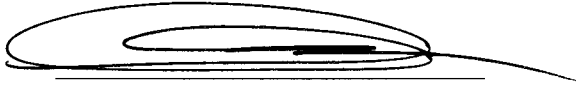
**CITY MANAGER'S REPORT** **PAGE 3**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT**  
**WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5**  
**INTERCHANGE PROJECT, CIP PS 06-06**

**ATTACHMENTS:**

- A. Resolution Approving Amendment No. 3 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06
  
- B. Contract Amendment No. 3 with Mark Thomas for Professional Services Agreement to the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06


**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**APPROVE AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT**  
**WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5**  
**INTERCHANGE PROJECT, CIP PS 06-06**

**APPROVALS:**




Leisser Mazariegos  
Project Manager

1.6.2025  
Date



Brad Taylor  
City Engineer

1/6/2025  
Date



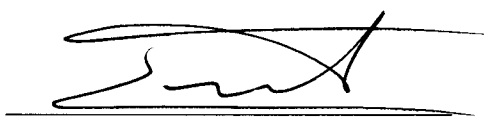
Carl James  
Finance Director

1/7/2025  
Date



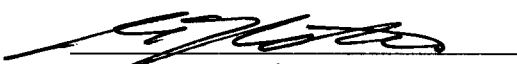
Michael King  
Assistant City Manager

1.6.2025  
Date



Salvador Navarrete  
City Attorney

1-6-2025  
Date



Stephen J. Salvatore  
City Manager

1.8.25  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06 AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, on December 19, 2006, City Council approved a Professional Services Agreement with Mark Thomas Company, Inc. (Mark Thomas) in the amount of \$2,431,661 to prepare the Project Approval and Environmental Document (PA&ED) for Capital Improvement Project (CIP) PS 06-06 for Louise Avenue / Interstate-5 (I-5) Interchange (Project); and

**WHEREAS**, on November 9, 2020, City Council approved Amendment No. 1, in the amount of \$698,587 to update the original scope of work and update the PA&ED phase as further required by Caltrans; and

**WHEREAS**, furthermore, On December 11, 2023, City Council approved Amendment No. 2 in the amount of \$207,303 for additional studies required by Caltrans for the PA&ED; and

**WHEREAS**, the original scope of work consisted on conducting environmental studies based on the Preliminary Environmental Assessment Report (PEAR) approved by the Department of Transportation (Caltrans) in 2007; and

**WHEREAS**, standards have been revised and Caltrans is now requesting additional environmental documentation to meet current requirements; and

**WHEREAS**, Mark Thomas has provided a revise scope of work and fee proposal in the amount of \$28,519 to complete the PA&ED; and

**WHEREAS**, staff has reviewed the proposal and found it to be reasonable given the additional scope of services are needed to complete the environmental studies under current standards; and

**WHEREAS**, staff is requesting that City Council approve Amendment No. 3 for Professional Services Agreement with Mark Thomas to provide the additional environmental studies for the PA&ED phase for a total amount of \$28,519; and

**WHEREAS**, staff is also requesting Council to approve a budget amendment transferring \$28,519 from the Local Transportation Capital Facilities Fees (2250) LTF to the Streets CIP Fund (3310) as follows:

Increase Transfer Out 2250-9900-990-9010	PS 06-06	\$28,519
Increase Transfer In 3310-9900-393-0000	PS 06-06	\$28,519
Increase Appropriation 3310-8000-420-8400	PS 06-06	\$28,519

**NOW THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop does hereby approve Amendment No. 3 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop approves a budget amendment transferring \$28,519 from the Local Transportation Capital Facilities Fees (2250) LTF to CIP PS 06-06, as detailed above.



The foregoing resolution was passed and adopted this 13th day of January, 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

AMENDMENT NO. 3

**TO THE AGREEMENT FOR CONSULTING SERVICES WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06**

This Contract Amendment (hereinafter "AMENDMENT") to the agreement between Mark Thomas and the City of Lathrop dated December 19, 2006, (hereinafter "AGREEMENT") dated for convenience this January 13, 2025, is by and between **Mark Thomas** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to provide Professional Engineering Services for the completion of a Project Approval and Environmental Document (PA&ED); and

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

**WHEREAS**, on December 19, 2006 City Council approved the AGREEMENT with Mark Thomas to provide Professional Engineering Consulting Services in the amount of \$2,431,661; and

**WHEREAS**, on November 9, 2020 City Council approved AMENDMENT No. 1 with Mark Thomas to provide additional Professional Engineering Consulting Services in the amount of \$698,587; and

**WHEREAS**, on December 11, 2025 City Council approved AMENDMENT No. 2 with Mark Thomas to provide additional studies required by Caltrans for the Environmental Document (PA&ED) in the amount of \$207,303; and

**WHEREAS**, CONSULTANT is willing to render such Professional Engineering Services for further studies required by Caltrans for the Environmental Document (PA&ED), as hereinafter defined, on the following terms and conditions.

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

**AMENDMENT No. 3 to AGREEMENT**

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

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee proposal submitted by the CONSULTANT, attached hereto as

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 3 WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06

**Exhibit “A”** and incorporated herein by reference.

The aforementioned work is in addition to the scope of work in the original AGREEMENT dated December 19, 2006, Amendment No. 1 dated November 9, 2020, and Amendment No. 2 dated December 11, 2023 for Professional Engineering Consulting Services for the Louise Avenue / I-5 Interchange. The scope of work is hereby amended by adding Exhibit “A”. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY’S satisfaction.

**(2) Compensation. Section (2) of the Agreement for Consulting Services is hereby amended to add the following:**

City hereby agrees to pay CONSULTANT an additional sum not to exceed **\$28,518.53** for the professional services for the completion of a Project Approval and Environmental Document (PA&ED) set forth in Exhibit “A”. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

**(3) Effective Date and Term**

The effective date of AMENDMENT No. 3 is January 13, 2025 and it shall terminate no later than December 30, 2025. All other terms of the original AGREEMENT shall remain in full force and effect.

**(4) Applicability To Original Consultant Agreement**

All terms and conditions set forth in the AGREEMENT dated December 19, 2006 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

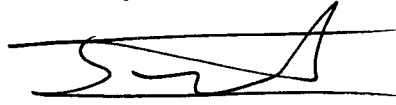
**(5) Signatures**

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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 3  
WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL &  
ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5  
(I-5) INTERCHANGE PROJECT CIP PS 06-06

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

1-6-2025

Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

Michael King

Date

Approved By:  
(Resolution # \_\_\_\_\_)

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

Stephen J. Salvatore  
City Manager

Date

CONSULTANT:

**Mark Thomas**  
**701 University Ave, Suite 200**  
**Sacramento, CA, 95825**

Fed ID # \_\_\_\_\_

Business License # \_\_\_\_\_

Date

(Print Name and Title)



**MARK THOMAS**

December 11, 2024

Ms. Leisser Mazariegos  
City of Lathrop Public Works Department  
390 Towne Centre Drive  
Lathrop, CA 95330

File: SA-20103

**RE: LOUISE AVENUE/I-5 Louise Avenue Interchange PA/ED – AM #3 Request**

Dear Mr. Mazariegos:

Mark Thomas is requesting this amendment based on new guidance from Caltrans. This scope of work includes budget for LSA to prepare an Energy Memorandum as well as complete the new Interagency Commissions meeting and supporting documentation. Mark Thomas is requesting additional project management time associated with the continued coordination with Caltrans for new design requirements, diverging diamond design check and calculations, revisions to the design standard decision document, and coordinating additional environmental reviews.

The contract scope of work for additional environmental support and associated cost details are attached.

Please contact me if you have any questions or if I can provide additional information.


**MARK THOMAS**

Aaron Silva  
Project Manager

Attachments



# COST PROPOSAL FOR PROJECT SCOPE - Lathrop : I-5/Louise Ave IC

 <p style="font-size: small; margin-top: 5px;">*Please note that rates shown are for estimating purpose only. See Rate Schedule for actual rates/ranges.</p>	Mark Thomas				Sub	TOTAL COST (LOADED)
	Sr. Project Manager \$330	Sr. Project Engineer \$255	Sr. Project Coordinator \$185	Total Hours		
<b>1.0 PROJECT MANAGEMENT</b>						
1.1 Project Management	12	24	2	38	\$10,450	10,450.00
Subtotal Phase 1	12	24	2	38	\$10,450	10,450.00
<b>2.0 TECHNICAL STUDIES</b>						
2.1 Technical Studies					\$0	18,068.53
Subtotal Phase 2	0	0	0	0	\$0	18,068.53
<b>TOTAL HOURS</b>	12	24	2	38		
<b>OTHER DIRECT COSTS</b>					\$0	-
<b>TOTAL COST</b>	\$3,960	\$6,120	\$370		\$10,450	28,518.53

Please note that the rates shown are for estimating purposes only. See rate schedule for actual rates/ranges.



CARLSBAD  
CLOVIS  
IRVINE  
LOS ANGELES  
PALM SPRINGS  
POINT RICHMOND  
RIVERSIDE  
ROSEVILLE  
SAN LUIS OBISPO

October 17, 2024

Aaron Silva  
Project Manager  
Mark Thomas & Company, Inc.  
701 University Ave #200  
Sacramento, CA 95825

Subject: I-5/Louise Interchange Improvements, Lathrop, California: Energy Report and Additional IAC Outreach

Mr. Silva:

Currently, LSA is working to complete the Draft IS/MND, based on our current scope of work, dated January 11, 2021, and amended January 21<sup>st</sup>, 2024. Based on new guidance from Caltrans, LSA has been requested to prepare an Energy Memorandum as well as complete the new Interagency Commissions (IAC) meeting and supporting documentation. LSA had started the IAC process with contingency from the previous contract; however, additional efforts are required to complete this process. Both of these items are outside our existing scope.

## SCOPE

This Scope of Work has been prepared based on information provided by Mark Thomas & Company and our knowledge of CEQA and NEPA process.

This Scope of Work is valid for a period of 1 months beginning October 2024 (work will commence on or before November 2024) and based on a 2-month schedule. Re-scoping and/or a budget adjustment may be required after that period has lapsed.

### 1. Energy Analysis Technical Memorandum

LSA will perform all activities related to an energy impact analyses for use in the environmental document and will prepare an Energy Analysis Technical Memo that documents the study results consistent with SER Annotated Outline (January 1, 2024) by undertaking the following subtasks.

- **Describe the existing regulatory framework.** The existing regulatory framework for energy, including existing laws and regulations and the roles of the local agencies, including the California Energy Commission (CEC), will be described.
- **Obtain and Describe Environmental Setting.** Project setting energy use gathered by the CEC will be utilized for the description of existing energy consumption. Other sources such as regulatory documents, professional publications, and past LSA experience in the project area will supplement background information. LSA will also summarize up-to-date information related to energy use in the project vicinity, and the State, regional, and local setting.

- **Assess Project construction-period energy impacts.** LSA will assess energy construction impacts using factors such as the construction equipment used and the length of time for a specific construction task. Once built the project would potentially increase the number of vehicle trips in the project area and add additional stationary source emissions, such as on-site energy consumption. Regional energy consumption associated with short-term construction will be calculated using the construction modeling results from the Air Quality study LSA conducted for this project.
- **Assess Project operation-period energy impacts.** As the proposed project is not expected to increase vehicle capacity, nor expected to result in substantial energy use, a qualitative energy analysis will be used to comply with CEQA and will be included in the NEPA document.

Based on comparison with industry standards, recommendations for energy conservation and increased efficiencies would be included in the study if necessary. The assessment will determine if the Project would result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during Project construction or operation, or conflict with or obstruct a State or local plan for renewable energy or energy efficiency.

*Deliverable: Energy Analysis Technical Memo [Draft and Final]*

## **2. Finalize Interagency Consultation Presentation and Meeting**

LSA will perform all activities to update and finalize the Interagency Consultation (IAC) process (assuming one additional meeting with the IAC). This will include updating the Powerpoint Presentation and helping to present our revised findings to the IAC as well as address any remaining comments from the committee (up to 8 hours).

*Deliverable: Revise Power Point for IAC Meeting [Draft and Final]  
Attendance and Q&A with IAC (up to 8 hours)*

## **BUDGET**

We propose to complete this Scope of Work on an hourly basis consistent with our current contract with Mark Thomas & Company, Inc. for this project. We estimate \$18,069 will be sufficient to complete the additional services described above. If approved, this would increase our budget from \$283,684 to \$301,753.

Thank you for requesting this proposal from LSA. If you approve of this Scope of Work and Budget, please provide written authorization of your approval. Please contact me at edward.heming@lsa.net or 916-412-1544 if you have any questions.



Sincerely,

**LSA Associates, Inc.**

A handwritten signature in black ink, appearing to read "Edward Heming". The signature is fluid and cursive, with a large, stylized initial "E".

Edward Heming, A.I.C.P.  
Principal Environmental Planner

Attachment: Detailed budget

MKT2012.P Mark Thomas & Company, Inc. I-5/Louise Improvements Energy Memo/IAC		LSA										Total LSA Hours	Total LSA Fees	
10/17/2024		PIC (Pam Reading)	Project Manager (Edward Heming)	Principal	Associate	Senior Technical Staff	Technical Staff	Assistant Technical Staff	GIS/Graphics	Office Manager	Project Assistant	Admin/Document Management		
	Hourly Rate (\$/hour)	\$95.36	\$70.00	\$99.72	\$56.73	\$53.16	\$37.08	\$31.90	\$42.61	\$40.84	\$31.43	\$36.23		
	ICR: Overhead Rate						216.47%							
	Profit Multiplier						10.00%							
	Escalation						3.4812							
	% in Year						5%							
100%	Year 1 - June 2024 - Dec 2024	\$331.96	\$243.68	\$347.14	\$197.49	\$185.06	\$129.08	\$111.05	\$148.33	\$142.17	\$109.41	\$126.12		
100%	Weighted Average	\$331.96	\$243.68	\$347.14	\$197.49	\$185.06	\$129.08	\$111.05	\$148.33	\$142.17	\$109.41	\$126.12		
<b>Additional Scope</b>														
1.0	Energy Analysis Technical Memorandum	1.00	2.00	6.00	40.00							6.00	55.00	\$11,558.39
2.0	Finalize IAC Presentation	1.00	4.00	1.00	8.00		26.00					2.00	41.00	\$6,510.14
	<b>Additional Scope Subtotal</b>	1.00	6.00	7.00	48.00	0.00	26.00	0.00	0.00	0.00	0.00	8.00	96.00	\$18,068.53
	<b>Subtotal Labor:</b>	1.00	6.00	7.00	48.00	0.00	26.00	0.00	0.00	0.00	0.00	8.00	96.00	\$18,068.53
	<b>Total</b>												<b>Total</b>	<b>\$18,068.53</b>

## ITEM 4.12

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** **RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND APPROVE RELATED BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt a Resolution to Ratify the Purchase of Automatic License Plate Recognition Surveillance System Software and Hardware From Vigilant Solutions, LLC. for CIP GG 19-07 Citywide Surveillance System and Approve Related Budget Amendment**

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#### **SUMMARY:**

The Lathrop Police Department finds the existing city surveillance system extremely useful during criminal investigations as it facilitates solving crimes and serves as a deterrent to criminal activities. The Automatic License Plate Recognition (ALPR) surveillance cameras installed at intersections throughout the City register an average of three million vehicles per month along with traffic accidents and other activities.

After the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance System, City Council approved the purchase and installation of ALPR surveillance cameras in five (5) developmental areas of Lathrop. Upon installation of the approved cameras, city staff identified additional intersections recently brought into the City's network which were ready for ALPR surveillance camera installation. Staff reached out to Vigilant Solutions because they were the provider of the previously purchased ALPR surveillance cameras and requested quotes for additional ALPR surveillance cameras. Vigilant Solutions provided quotes in the sum of \$40,000 for the additional ALPR surveillance cameras. The City Manager approved of the purchase as to avoid project delays. It was a cost saving to have the ALPR surveillance cameras installed while work was being completed for another project in the same areas.

For the necessary equipment installations for CIP GG 19-07, staff is coordinating with the same vendor technicians for CIP PS 23-01 Traffic Signal Technology, to upgrade the City's traffic control system, approved by City Council on July 11<sup>th</sup>, 2022, because equipment installations and configurations for both projects are taking place in the same areas. This will reduce installation costs related to the CIP GG 19-07.

**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND APPROVE RELATED BUDGET AMENDMENT**

The City Manager approved the purchase of the equipment to avoid delays due to supply chain constraints and demand. Tonight, staff is requesting City Council ratify the City Manager’s approval of the purchase of software and hardware from Vigilant Solutions, LLC. for \$40,000 and approve related budget amendments for the reoccurring licensing subscription from the Information Systems Department budget for Subscriptions.

**BACKGROUND**

The Automatic License Plate Recognition (ALPR) surveillance cameras installed at the intersections throughout the City register an average of three million vehicles per month along with traffic accidents and other questionable activities. Law enforcement has been able to use the surveillance system to assist them with their investigations by providing evidence regarding crimes such as:

- Burglary
- Arson
- Theft
- Assault
- Hit and Run
- Vandalism
- Dumping
- Speeding
- Robbery
- Reckless Driving

After the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance System, City Council approved the purchase and installation of ALPR and surveillance cameras in five (5) developmental areas of Lathrop. Additional intersections have recently been brought into the City’s network and were ready to have ALPR surveillance cameras installed.

Staff reached out to Vigilant Solutions requested quotes for the additional ALPR cameras. Vigilant Solutions, LLC has confirmed to the City to be the sole copyright owner, manufacturer and distributor of the license plate recognition hardware and software, which is currently installed and utilized at various major intersections within the City for CIP GG 19-07. Vigilant Solutions, LLC hardware is the only hardware able to capture, collect and transmit data (“communicate”) with Vigilante Solutions, LLC proprietary software, therefore, this purchase with Vigilante Solutions, LLC is necessary to ensure that the new, additional cameras and software system that needs to be purchased is able to integrate and communicate with the cameras and software system currently installed and utilized throughout the City. Pursuant to Lathrop Municipal Code (LMC) 2.36.110 (A), this purchase is considered a sole source purchase which is exempt from bidding procedure because the additional, necessary license plate recognition cameras and software can only be purchased from Vigilant Solutions, LLC as they own the copyright to their proprietary products and no similar substitute exists that would integrate and communicate with the City’s current license plate recognition software system.

**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING****RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND APPROVE RELATED BUDGET AMENDMENT**

To reduce expenses for the installation and configuration of equipment, staff is coordinating the same vendor technicians for CIP PS 23-01 Traffic Signal Technology, because equipment installation and configuration for both projects is taking place at the same intersections. This will save the City in expenses for the configuration and installation. It is essential that the equipment for CIP GG 19-07 arrive while the technicians are completing work in the area for CIP PS 23-01 to reduce expenses.

The budget for CIP GG 19-07 is sufficient to fund the expense for the hardware and first year licensing subscription however the reoccurring annual licensing subscription will be funding through the Information Systems Department budget for Subscriptions. There is not sufficient funding for the reoccurring expense or the previously purchased ALPR surveillance cameras as it was not budgeted with the biennial budget approved by City Council. Staff is requesting approval of an amendment to fund the annual reoccurring expense for all ALPR surveillance camera licensing subscriptions related to CIP GG 19-07 in the amount of \$265,000.00 per year for five years.

The City Manager approved the purchase orders for equipment to avoid project delays due to supply chain constraints and demand. Tonight, staff is requesting City Council ratify the City Manager's approval of the purchase of software and hardware from Vigilant Solutions, LLC. for \$40,000 and approve the related budget amendment for the reoccurring licensing subscription expense of \$265,000 per year for five years.

**REASON FOR RECOMMENDATION:**

The proposed Surveillance System ordered through Vigilant Solutions, LLC. for CIP GG 19-07 Citywide Surveillance System represents an effort to utilize technology to enhance crime prevention and resident safety while providing tools to expedite crime investigations.

**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING  
RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION  
SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT  
SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND  
APPROVE RELATED BUDGET AMENDMENT**

**FISCAL IMPACT:**

The purchases from Vigilant Solutions, LLC for \$40,000 is within the balance available in CIP GG 19-07. The budget is sufficient to cover the full cost of the equipment. The budget for Information Systems Department Subscriptions is not sufficient to fund the reoccurring expense for licensing subscription of \$265,000 per year. Therefore, staff is requesting a budget amendment of \$265,000 from Measure C, pending approval from the Measure C Oversight Committee. The following budget amendment is requested.

Transfers out

1060-9900-990-9010                   \$ 265,000

Transfers in

1010-17-20-435-10-00               \$ 265,000

**ATTACHMENTS:**

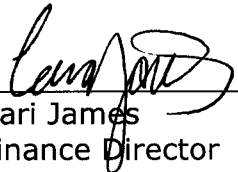
- A. Resolution of the City Council of the City of Lathrop to Ratify the Purchase of Automatic License Plate Recognition Software, Hardware and Configuration from Vigilant Solutions, LLC. for CIP GG 19-07 and approve related budget amendment.
- B. Purchase order No. 2025-00000261 with Vigilant Solutions, LLC.
- C. Purchase order No. 2025-00000139 with Vigilant Solutions, LLC.

**CITY MANAGER'S REPORT** **PAGE 5**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION**  
**SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT**  
**SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND**  
**APPROVE RELATED BUDGET AMENDMENT**

**APPROVALS:**

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

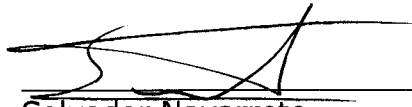
1-7-2025  
Date

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

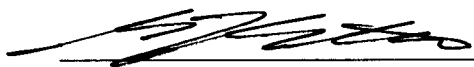
1/8/2025  
Date

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

1.8.2025  
Date

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

1-7-2025  
Date

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

1.8.25  
Date

**RESOLUTION NO. 25 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM AND APPROVE RELATED BUDGET AMENDMENT**

**WHEREAS,** the Lathrop Police Department finds the existing city ALPR camera surveillance system extremely useful during criminal investigations as it facilitates solving crimes and serves as a deterrent to criminal activities; and

**WHEREAS,** city staff identified additional intersections recently brought into the City's network and ready for ALPR surveillance camera installation; and

**WHEREAS,** Vigilant Solutions, LLC has confirmed to the City to be the sole copyright owner, manufacturer and distributor of the license plate recognition hardware and software, which is currently installed and utilized at various major intersections within the City for CIP GG 19-07; and

**WHEREAS,** pursuant to Lathrop Municipal Code (LMC) 2.36.110 (A), this purchase is considered a sole source purchase which is exempt from bidding procedure because the additional, necessary license plate recognition cameras and software can only be purchased from Vigilant Solutions, LLC; and

**WHEREAS,** the budget for CIP GG 19-07 is sufficient to fund the expense for the hardware and first year licensing subscription; and

**WHEREAS,** the reoccurring annual licensing subscription will be funding through the Information Systems Department budget for Subscriptions; and

**WHEREAS,** the Information Systems Department does not have sufficient funding for this expense or the previously purchased ALPR surveillance cameras as it was not budgeted with the biennial budget approved by City Council; and

**WHEREAS,** staff is requesting a budget amendment of \$265,000 from Measure C, pending approval from the Measure C Oversight Committee; and

**WHEREAS,** staff is requesting City Council ratify the City Manager's approval of the purchase of software and hardware from Vigilant Solutions, LLC. for \$40,000 and approve the related budget amendment for the reoccurring licensing subscription expense of \$265,000 per year for five years as requested below.

Transfers out

1060-9900-990-9010           \$ 265,000

Transfers in

1010-17-20-435-10-00       \$ 265,000



**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does Ratify the Purchase of Automatic License Plate Recognition Software, Hardware and Configuration from Vigilant Solutions, LLC. for CIP GG 19-07; and

**BE IF FURTHER RESOLVED**, the City Council of the City of Lathrop does approve related budget amendment as follows.

Transfers out

1060-9900-990-9010           \$ 265,000

Transfers in

1010-17-20-435-10-00       \$ 265,000

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

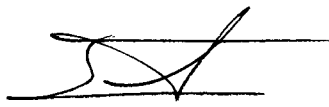
ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**Bill To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

**Purchase Order**

No. 2025-00000139

Date 8/22/2024

**Resolution**

The parties to this agreement are:

Vendor No. 3401

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

**DELIVER BY**

**Vendor**  
 VIGILANT SOLUTIONS, LLC  
 P.O. BOX 841001  
 DALLAS, TX 75284-1001

**Ship To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

**SHIP VIA  
 FREIGHT TERMS**

**PAGE** 1 of 3  
**ORIGINATOR** Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	Quote [REDACTED]	\$10,565.0000	\$10,565.00
1.00	EACH	Quote [REDACTED]	\$10,565.0000	\$10,565.00
1.00	EACH	Quote [REDACTED]	\$12,115.0000	\$12,115.00

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

**\$33,245.00**

DocuSigned by:  
  
 Tony Fernandes 9/10/2024  
 CITY OF LATHROP  
 RECOMMENDED FOR APPROVAL DATE

DocuSigned by:  
  
 Kelly Bluth 9/10/2024  
 VENDOR (Signature)  
 APPROVED BY DATE

Kelly Bluth 9-25-24  
 CITY OF LATHROP  
 APPROVED BY DATE

Kelly Bluth 9/10/2024  
 VENDOR (Print Name)  
 APPROVED BY DATE

Special Instructions

LPR Cameras for Intersections [REDACTED]  
 CIP GG 19-07

Page 2 of 3  
STANDARD PURCHASE ORDER  
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof, no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.  
  
Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.  
  
Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.  
  
When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.  
  
Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY. SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.**

**SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.**

- 13 **BUYER'S PROPERTY** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk and Seller agrees to reimburse Buyer for any loss or damage to such property however caused
- 14 **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS** By acceptance hereof, Seller warrants:
  - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
  - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended
  - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R.S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq. R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder
- 15 **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense
  - (a) Worker's Compensation and Employer's Liability Insurance
  - (b) General liability (including Contractual Liability and Products Liability Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer
- 16 **INSOLVENCY** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability
- 17 **TAXES** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
- 18 **FOREIGN SHIPMENTS** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
- 19 **VENUE** This Purchase Order shall be governed by the law of the State of California
- 20 **BRANDING** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery; and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control
- 21 **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail
- 22 **REVIEW OF RECORDS** During the term of the purchase order agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order agreement for at least three years after final payment.
- 23 **OFFSETTING BILLS** City reserves the right to apply offsetting payments for goods and or services that are due against delinquent utility bills which are due City
- 24 **NON-EXCLUSIVE AGREEMENT** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and or services from other sources as City deems necessary and appropriate.



Qty	Item #	Description
(1)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Includes CDM/CDF Training</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
(1)	VS-TRVL-01	<b>Vigilant Travel via Client Site Visit</b> <ul style="list-style-type: none"> <li>• Vigilant certified technician to visit client site</li> <li>• Includes all travel costs for onsite support services</li> </ul>
<b>Subtotal Price</b>		<b>\$2,545.00</b>

**Quote Notes:**

1. This quote will expire on Oct 2nd, 2024
2. No installation and/or service included in this proposal unless explicitly stated above.
3. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
4. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
5. Compliance to local codes neither guaranteed nor implied. Customer represents and warrants that they have all necessary rights and permissions to the areas where the installation services are provided.
6. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
7. This Quote does not include anything outside the above stated bill of materials.
8. This purchase does not include a SIM for cellular service
9. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
10. This quote assumes installation of hardware will be similar to the previous deployments with all cameras being connected back to one central location and connecting to our communications box.

Quoted by: K [REDACTED]

Subtotal Price	\$11,345.00
Sales Tax	\$770.00
<b>Total Price</b>	<b>\$12,115.00</b>





Qty	Item #	Description
(1)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Includes CDM/CDF Training</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
<b>Subtotal Price</b>		<b>\$995.00</b>

**Quote Notes:**

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3. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
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6. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
7. This Quote does not include anything outside the above stated bill of materials.
8. This purchase does not include a SIM for cellular service
9. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
10. This quote assumes installation of hardware will be similar to the previous deployments with all cameras being connected back to one central location and connecting to our communications box.

Quoted by: [REDACTED]

Subtotal Price	\$9,795.00
Sales Tax	\$770.00
<b>Total Price</b>	<b>\$10,565.00</b>

 <b>MOTOROLA SOLUTIONS</b>		<b>Vigilant Solutions, LLC</b> P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113			
Issued To:	City of Lathrop - Attention: Tony Fernandes			Date:	08-12-24
Project Name:	[REDACTED]			Quote ID:	[REDACTED]

## PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

### Fixed LPR Subscription Package - Spoke Unit

Qty	Item #	Description
(3)	[REDACTED]	<div style="background-color: black; height: 15px; width: 100%; margin-bottom: 5px;"></div> <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> <ul style="list-style-type: none"> <li>• Fee schedule:                             <ul style="list-style-type: none"> <li>○ 5-Year contract term required</li> <li>○ Billed annually at the anniversary of purchase</li> </ul> </li> </ul>
<b>Subtotal Price</b>		<b>\$6,600.00</b>

### Fixed LPR Subscription Package - Hub Unit

Qty	Item #	Description
(1)	[REDACTED]	<div style="background-color: black; height: 15px; width: 100%; margin-bottom: 5px;"></div> <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul> <ul style="list-style-type: none"> <li>• Fee schedule:                             <ul style="list-style-type: none"> <li>○ 5-Year contract term required</li> <li>○ Billed annually at the anniversary of purchase</li> </ul> </li> </ul>
<b>Subtotal Price</b>		<b>\$2,200.00</b>

Qty	Item #	Description
(1)	SSU-SYS-COM	<b>Vigilant System Start Up &amp; Commissioning of 'In Field' LPR system</b> <ul style="list-style-type: none"> <li>• Vigilant technician to visit customer site</li> <li>• Includes system start up, configuration and commissioning of LPR system</li> <li>• Includes CDM/CDF Training</li> <li>• Applies to mobile (1 System) and fixed (1 Camera) LPR systems</li> </ul>
<b>Subtotal Price</b>		<b>\$995.00</b>

**Quote Notes:**

1. This quote will expire on Oct 2nd, 2024
2. No installation and/or service included in this proposal unless explicitly stated above.
3. Customer shall be responsible for obtaining all necessary permits and engineering drawings, if necessary. Motorola may obtain permits/drawing if mutually agreed upon in writing, at additional cost to the Customer.
4. Compatibility with Vigilant Solutions hardware/software to be confirmed prior to sale.
5. Compliance to local codes neither guaranteed nor implied. Customer represents and warrants that they have all necessary rights and permissions to the areas where the installation services are provided.
6. This Quote is provided per our conversation & details given by you - not in accordance to any written specification.
7. This Quote does not include anything outside the above stated bill of materials.
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9. MSI's Master Customer Agreement: [https://www.motorolasolutions.com/en\\_us/about/legal.html](https://www.motorolasolutions.com/en_us/about/legal.html) (and all applicable addenda) shall govern the products & services and is incorporated herein by this reference. Any free services provided under this offer are provided AS IS with no express or implied warranty
10. This quote assumes installation of hardware will be similar to the previous deployments with all cameras being connected back to one central location and connecting to our communications box.

Quoted by: [REDACTED]

Subtotal Price	\$9,795.00
Sales Tax	\$770.00
<b>Total Price</b>	<b>\$10,565.00</b>



**Bill To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

**Purchase Order**

No 2025-00000261

Date 10/7/2024

**Resolution**

**The parties to this agreement are:**

**Vendor No. 3401**

**PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE**

**DELIVER BY**

**Vendor**  
 VIGILANT SOLUTIONS, LLC  
 P.O. BOX 841001  
 DALLAS, TX 75284-1001

**Ship To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

**SHIP VIA**  
**FREIGHT TERMS**  
**PAGE** 1 of 3  
**ORIGINATOR** Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.00	EACH	[REDACTED]	\$2,545.0100	\$2,545.01
1.00	EACH	[REDACTED]	\$3,990.0000	\$3,990.00

**\$6,535.01**

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

DocuSigned by:  
  
 10200F63101F478...  
 CITY OF LATHROP  
 RECOMMENDED FOR APPROVAL  
 DATE 12/11/2024

DocuSigned by:  
  
 08A081D0340E42A...  
 VENDOR (Signature)  
 APPROVED BY  
 DATE 12/11/2024

CITY OF LATHROP  
 APPROVED BY  
 DATE 12-11-24

kelly bluth  
 VENDOR (Print Name)  
 APPROVED BY  
 DATE 12/11/2024

**Special Instructions**

LPR Cameras [REDACTED] For CIP GG 19-07

Page 2 of 3  
STANDARD PURCHASE ORDER  
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof, no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.

6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

**SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.**

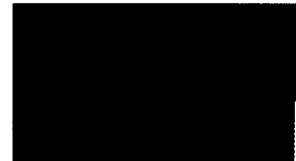
- 13 **BUYER'S PROPERTY** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk and Seller agrees to reimburse Buyer for any loss or damage to such property however caused
- 14 **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS** By acceptance hereof, Seller Warrants:
  - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
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  - (a) Worker's Compensation and Employer's Liability Insurance.
  - (b) General liability (including Contractual Liability and Products Liability Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer
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- 20 **BRANDING** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article which may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
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- 24 **NON-EXCLUSIVE AGREEMENT** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and or services from other sources as City deems necessary and appropriate.



**Billing Address:**  
 LATHROP POLICE DEPARTMENT  
 390 TOWNE CENTER DR  
 LATHROP, CA 95330  
 US

**Shipping Address:**  
 LATHROP POLICE DEPARTMENT  
 390 TOWNE CENTER DR  
 LATHROP, CA 95330  
 US

**Quote Date:**10/15/2024  
**Expiration Date:**01/13/2025  
**Quote Created By:**



**End Customer:**  
 LATHROP POLICE DEPARTMENT



**Payment Terms:**30 NET

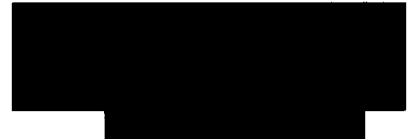
**Summary:**

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	L5F as a Service						
1	VSD-47511	RJ45-TERMINAL-END-RJ45 CAT6A MOD PLUG W/ STRAIN RELIEF BOOT	2		Included	Included	Included
2	VSM-48881	UNIVERSAL POLE OR WALL MOUNT	2		Included	Included	Included
3	VS-DLF-01	DEVICE LICENSE FEE	2	5 YEARS	Included	Included	Included
4	[REDACTED]	[REDACTED]	2	5 YEARS	Included	Included	Included
5	[REDACTED]	LPR REMOTE MONITORING	2	5 YEARS	Included	Included	Included
6	[REDACTED]	[REDACTED]	2	5 YEARS	\$9,975.00	\$9,975.00	\$19,950.00
7	PDS-LPR-SS	PROJECT DELIVERY SERVICES-LPR	1		\$0.01	\$0.01	\$0.01



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - # 36-1115800



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
8	[REDACTED]	[REDACTED]	2		Included	Included	Included
9	VS-TRVL-01	VIGILANT TRAVEL VIA CLIENT SITE VISIT - TRAVEL COSTS FOR ONSITE SUPPORT SERVICES	1		\$1,550.00	\$1,550.00	\$1,550.00
10	SSU-SYS-COM	VIGILANT SYSTEM START UP & COMMISSIONING OF IN FIELD LPR SYSTEM - APPLIES TO EACH MOBILE AND FIXED LPR SYSTEM	1		\$995.00	\$995.00	\$995.00

Subtotal \$22,495.01

Estimated Tax \$385.00

**Grand Total \$22,880.01(USD)**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - # 36-1115800





## Pricing Summary

		Payment Term	Upfront Sale Price	
<b>Upfront Costs*</b>				
				\$2,545.01
<b>Upfront Subscription Fee</b>				
	L5F as a Service	Annually		\$3,990.00
<b>Sub Total:</b>				<b>\$6,535.01</b>
		Payment Term	Sale Price	Annual Sale Price
<b>Year 2 Subscription Fee</b>				
	L5F as a Service	Annually	\$3,990.00	\$3,990.00
<b>Year 3 Subscription Fee</b>				
	L5F as a Service	Annually	\$3,990.00	\$3,990.00
<b>Year 4 Subscription Fee</b>				
	L5F as a Service	Annually	\$3,990.00	\$3,990.00
<b>Year 5 Subscription Fee</b>				
	L5F as a Service	Annually	\$3,990.00	\$3,990.00
<b>Sub Total:</b>				<b>\$15,960.00</b>
<b>Grand Total System Price (Inclusive of Upfront and Annual Costs)</b>				<b>\$22,495.01</b>

\*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

### Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #. 36-1115800

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## ITEM 4.13

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** **CREATE CIP PS 25-16 FOR BULBOUTS ON 5<sup>TH</sup> STREET, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution to Create Capital Improvement Project PS 25-16 for Bulbouts on 5<sup>th</sup> Street, Award a Construction Contract to DSS Company dba Knife River Construction, and Approve Budget Amendment**

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#### **SUMMARY:**

Capital Improvement Project (CIP) GG 24-23 Lathrop Beautification is currently under construction to install two gateway arches on 5<sup>th</sup> Street near the Louise Avenue and Lathrop Road intersections. The arches consist of a truss structure that is mounted on concrete columns placed on each side of the street. Due to right of way constraints, the columns will be placed at the back of curb for the gateway arch located near the Louise Avenue intersection, which makes the arch and columns vulnerable to damage from tall or turning vehicles. To help protect the arch and columns from damage caused by vehicles, staff is proposing to create CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street (Project). The Project will construct raised concrete bulbouts on both sides of 5<sup>th</sup> Street to provide separation between vehicles and the columns, place Type II microsurfacing, and install new striping with Class II bike lanes from Louise Avenue to Mingo Way.

Staff prepared the specifications and improvement plans that were advertised for informal bid on December 2, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22032 and Lathrop Municipal Code (LMC) 3.30.040. Staff received and opened three (3) bids on December 19, 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 \$117,815.

Staff requests City Council create CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street and award a construction contract to Knife River for construction of the Project in the amount of \$117,815 plus a 10% construction contingency in the amount of \$11,782 for a total construction budget of \$129,597.

Staff is also requesting City Council approve a budget amendment transferring \$130,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the construction contract, a 10% contingency, and additional funds for miscellaneous and unforeseen items. Any unused funds will be transferred back into General Fund Street Repair Reserves upon acceptance of the Project.

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**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PS 25-16 FOR BULBOUTS ON 5<sup>TH</sup> STREET, AWARD**  
**CONSTRUCTION CONTRACT TO KNIFE RIVER, AND APPROVE BUDGET**  
**AMENDMENT**

**BACKGROUND:**

Through CIP GG 24-23, the City is constructing two gateway arches on 5<sup>th</sup> Street near the Louise Avenue and Lathrop Road intersections. These arches will be mounted on concrete columns placed on each side of the street. Particularly for the gateway arch located near the Louise Avenue intersection, the columns will be placed at the back of curb. To help protect the columns from large vehicles, staff is proposing to create CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street. The Project scope of work consists of constructing 8” raised concrete bulbouts on both sides of 5<sup>th</sup> Street, place Type II microsurfacing, and install new striping with Class II bike lanes from Louise Avenue to Mingo Way.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on December 2, 2024, in accordance with Bidding Procedures in California PCC 22032 and LMC 3.30.040.

Three (3) 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	\$117,815
Frontline General Engineering Construction, Inc.	\$125,815.05
Dirt Dynasty, Inc.	\$146,032.5

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 to award a construction contract to Knife River for the amount of \$117,815.

Staff also requests City Council authorize a 10% construction contingency of \$11,782 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$129,597.

**REASON FOR RECOMMENDATION:**

CIP PS 25-16 is needed to provide additional horizontal and vertical clearance for the arch on 5<sup>th</sup> Street near Louise Avenue intersection. The proposed bulbouts will help protect the columns at the back of curb from approaching vehicles. Awarding a construction contract to Knife River will allow the Project to proceed with construction of the bulbouts concurrent with the gateway arches.

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**CONSTRUCTION CONTRACT TO KNIFE RIVER, AND APPROVE BUDGET**  
**AMENDMENT**

**FISCAL IMPACT:**

Staff is requesting the approval of a budget amendment transferring \$130,000 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		\$130,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$130,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-16	\$130,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-16	\$130,000

**ATTACHMENTS:**


- A. Resolution to Create Capital Improvement Project PS 25-16 for Bulbouts on 5<sup>th</sup> Street, Award a Construction Contract to DSS Company dba Knife River Construction, and Approve Budget Amendment
- B. Construction Contract with DSS Company dba Knife River Construction, for CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street

**CITY MANAGER'S REPORT**  
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**CREATE CIP PS 25-16 FOR BULBOUTS ON 5<sup>TH</sup> STREET, AWARD**  
**CONSTRUCTION CONTRACT TO KNIFE RIVER, AND APPROVE BUDGET**  
**AMENDMENT**

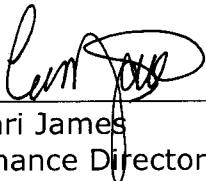
**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

12-27-2024  
\_\_\_\_\_  
Date

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

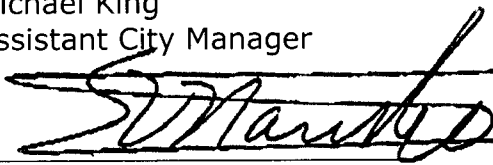
1/6/2025  
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Date

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

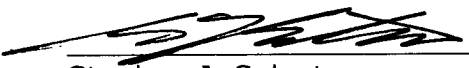
1/4/2025  
\_\_\_\_\_  
Date

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

12-27-2024  
\_\_\_\_\_  
Date

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

12/30/2024  
\_\_\_\_\_  
Date

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

1-8-25  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP PS 25-16 FOR BULBOUTS ON 5<sup>TH</sup> STREET, AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION, AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, Capital Improvement Project (CIP) GG 24-23 Lathrop Beautification is currently under construction to install two gateway arches on 5<sup>th</sup> Street near the Louise Avenue and Lathrop Road intersections; and

**WHEREAS**, the arches consist of a truss structure that is mounted on concrete columns placed on each side of the street; and

**WHEREAS**, due to right of way constraints, the columns will be placed at the back of curb for the gateway arch located near the Louise Avenue intersection, which makes the arch and columns vulnerable to damage from tall or turning vehicles; and

**WHEREAS**, to help protect the arch and columns from damaged caused by vehicles, staff is proposing to create CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street (Project); and

**WHEREAS**, the Project will construct raised concrete bulbouts on both sides of 5<sup>th</sup> Street to provide separation between vehicles and the columns, place Type II microsurfacing, and install new striping with Class II bike lanes from Louise Avenue to Mingo Way; and

**WHEREAS**, staff prepared the specifications and improvement plans that were advertised for informal bid on December 2, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22032 and Lathrop Municipal Code (LMC) 3.30.040; and

**WHEREAS**, staff received and opened three (3) bids on December 19, 2024; and

**WHEREAS**, 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 \$117,815; and

**WHEREAS**, staff requests City Council create CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street and award a construction contract to Knife River for construction of the Project in the amount of \$117,815 plus a 10% construction contingency in the amount of \$11,782 for a total construction budget of \$129,597; and

**WHEREAS,** to fund the construction contract, a 10% contingency, and miscellaneous and unforeseen items, staff is also requesting City Council approve a budget amendment transferring \$130,000 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		\$130,000
 <u>Increase Transfer Out</u>		
1010-9900-990-9010		\$130,000
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 25-16	\$130,000
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 25-16	\$130,000

**NOW, THEREFORE, BE IT RESOLVED,** that the City Council of the City of Lathrop hereby creates Capital Improvement Project PS 25-16 for Bulbouts on 5<sup>th</sup> Street; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop hereby approves a construction contract with DSS Company dba Knife River Construction for construction of CIP PS 25-16 for Bulbouts on 5<sup>th</sup> Street for \$117,815; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop hereby approves a 10% construction contingency of \$11,782 for a total construction budget of \$129,597 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 \$130,000 from the General Fund Street Repair Reserves (1010) to the CIP Project (3310) as detailed above.



The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

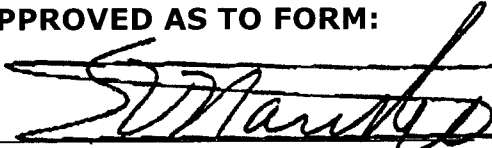
ABSENT:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

## CONSTRUCTION CONTRACT

This Contract, dated **January 13<sup>th</sup> 2025**, 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 **Bulbouts on 5<sup>th</sup> Street, CIP PS 25-16** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract is generally described as, but not necessarily limited to; constructing (2) 8" raised concrete bulbouts with Type C curb per City Standard Detail R-10, placing Type II Microsurfacing, removing and replacing signing, striping and pavement markings, 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 20 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

**Base Bid Total: \$117,815.**

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 DSS Company dba Knife River Construction (Knife River) on December 19, 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 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid 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

BULBOUTS ON 5<sup>TH</sup> STREET, CIP PS 25-16  
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

**BID PROPOSAL FORMS**

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

ATTENTION: Public Works Department

FOR: BULBOUTS ON 5TH STREET, CIP PS 25-16

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

**LEGAL COMPLIANCE**

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

**SCHEDULE OF PRICES**

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

**BASIS OF AWARD**

The basis for award of the contract will be the total price of the bid. The City of Lathrop reserves the right to award only the work contemplated by the bid or none of the work.

**SECTION 00300**

**BULBOUTS ON 5<sup>TH</sup> STREET, CIP PS 25-16  
CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

**BULBOUTS ON 5TH STREET, CIP PS 25-16**

**BID SCHEDULE**

<b>BID ITEM</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>UNITS</b>	<b>UNIT PRICE</b>	<b>EXTENDED TOTAL</b>
1	Traffic Control System	1	LS	31,700	31,700.00
2	Construct Type "C" Curb per Standard Detail R-10	215	LF	27.00	5,805.00
3	Pour Concrete Bulbouts 8" in Depth	350	SF	21.50	7,525.00
4	Place Microsurfacing with Black Rock	27,000	SF	0.58	15,660.00
5	Remove Existing Thermoplastic Markings and Striping	1	LS	11,500	11,500.00
6	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 22	200	LF	2.30	460.00
7	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 29	500	LF	4.60	2,300.00
8	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 27B	640	LF	1.15	736.00
9	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 38	200	LF	1.15	230.00
10	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39	1,190	LF	1.15	1,368.50
11	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39A	570	LF	1.15	655.50
12	Thermoplastic Striping - 12" White Line Diagonal	150	LF	11.50	1,725.00
13	Thermoplastic Striping - 8" Yellow Line Diagonal	200	LF	9.20	1,840.00
14	Thermoplastic Striping - 12" White Line (Std. Crosswalk)	70	LF	11.50	805.00
15	Thermoplastic Marking - Type IV Arrow (short Left or Right)	2	EA	460.00	920.00
16	Thermoplastic Marking - Type VII Arrow (Thru-Right)	2	EA	460.00	920.00
17	Thermoplastic Marking - BIKE LANE plus Arrow	5	EA	575.00	2,875.00

00300-2

**SECTION 00300**

**BULBOUTS ON 5<sup>TH</sup> STREET, CIP PS 25-16  
CUPCCAA INFORMAL BID SOLICITATION**

**BID PROPOSAL FORMS**

18	Methyl Methacrylate (MMA) Green Pavement Enhancement	1,150	SF	17.20	19,780.00
19	Install Blue RPM's @ Fire Hydrant	1	EA	40.00	40.00
20	Install Type Q (CA) Markers	2	EA	285.00	570.00
21	Signage as Shown per Plans	1	LS	4,400-	4,400.00

**TOTAL BID: \$** 117,815.00

**TOTAL BID IN WORDS:** ONE HUNDRED SEVENTEEN THOUSAND  
EIGHT HUNDRED FIFTEEN DOLLARS  
AND NO CENTS

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## ITEM 4.14

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** **CREATE CIP SD 25-17 EAST LATHROP STORMWATER MASTER PLAN, RATIFY PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution to Create CIP SD 25-17 East Lathrop Water Stormwater Master Plan, Ratify a Professional Services Agreement with Carollo Engineers, Inc., and Approve a Budget Amendment**

---

#### **SUMMARY:**

Staff requests City Council create a new Capital Improvement Project (CIP) SD 25-17 East Lathrop Stormwater Master Plan (ELSMP) to provide a framework to guide storm drainage infrastructure improvements, regulatory compliance, support utility operations, budget, rate studies, land use planning and development fees.

The City of Lathrop has applied for and received Regional Early Action Planning (REAP 2.0) grant funding in the amount of \$671,983 to complete the ELSMP. Staff requests approval of a budget amendment to transfer these funds to the new CIP SD 25-17.

On October 16, 2024, staff issued a Request for Proposals for engineering consulting services and received proposals from four engineering consultants to complete the ELSMP. Carollo Engineers, Inc., (Carollo) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements. Due to time constraints by the grant conditions requiring completion of the project by the end of this year, the agreement with Carollo was executed by the City Manager so work could commence without delay.

Staff requests that City Council ratify a Professional Services Agreement with Carollo in the amount of \$468,600 for engineering consulting services for the ELSMP, CIP SD 25-17.

#### **BACKGROUND:**

One of the major constraints that hinders development in East Lathrop is the availability to utilize efficient stormwater management facilities. The ELSMP will provide a framework for the development of stormwater facilities in East Lathrop to allow potential development to occur with this area of Lathrop. Currently, developments are responsible for managing stormwater on-site reducing the availability of land for development.

**CITY MANAGER’S REPORT  
JANUARY 13, 2025, CITY COUNCIL REGULAR MEETING  
CREATE CIP SD 25-17 EAST LATHROP STORMWATER MASTER PLAN,  
RATIFY PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO  
ENGINEERS, INC., AND APPROVE BUDGET AMENDMENT**

On April 8, 2024, the City Council authorized participation and allocation of funding for the Regional Early Action Planning (REAP 2.0) Grant Program Funds through the San Joaquin Council of Governments for the ELSMP for an estimated allocation in amount of \$714,116. In September 2024, an Agreement was executed with the San Joaquin Council of Governments for a REAP 2.0 grant funding in the amount of \$671,983 to complete the ELSMP.

**REASON FOR RECOMMENDATION:**

Creation of the CIP SD 25-17 East Lathrop Stormwater Master Plan is requested to provide a framework to guide storm drainage infrastructure improvements, regulatory compliance, support utility operations, budget, rate studies, land use planning and development fees.

On October 16, 2024, staff issued a Request for Proposals for engineering consulting services and received proposals from four engineering consultants to complete the ELSMP. Carollo was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements. Due to time constraints by the grant conditions requiring completion of the project by the end of this year, the agreement with Carollo was executed by the City Manager so work could commence without delay.

Staff requests that City Council create CIP SD 25-17 East Lathrop Water Stormwater Master Plan and ratify a Professional Services Agreement with Carollo in the amount of \$468,600 for engineering consulting services for the ELSMP, CIP SD 25-17.

**FISCAL IMPACT:**

The cost of the Professional Services Agreement with Carollo is \$468,600 and the amount of the grant funding through the REAP 2.0 Grant Program is \$671,983. Staff requests that City Council approve the following proposed budget amendment to transfer these funds into the new CIP SD 25-17:

Decrease Revenue 2160-8000-331-0500	\$714,116
Decrease Transfer Out 2160-9900-990-9010	\$714,116
Decrease Transfer In 1010-9900-393-0000	\$714,116
Decrease Appropriation 1010-2010-420-0100	\$714,116

**CITY MANAGER'S REPORT  
JANUARY 13, 2025, CITY COUNCIL REGULAR MEETING  
CREATE CIP SD 25-17 EAST LATHROP STORMWATER MASTER PLAN,  
RATIFY PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO  
ENGINEERS, INC., AND APPROVE BUDGET AMENDMENT**

Increase Revenue		
2160-8000-331-0500		\$671,983
Increase Transfer In		
2160-9900-990-9010		\$671,983
Increase Transfer In		
3910-9900-393-0000	SD 25-17	\$671,983
Increase Appropriation		
3910-80-00-420-8400	SD 25-17	\$671,983

**ATTACHMENTS:**


- A. Resolution to Create CIP SD 25-17 East Lathrop Water Stormwater Master Plan, Ratify a Professional Services Agreement with Carollo Engineers, Inc., and Approve a Budget Amendment
- B. Professional Services Agreement with Carollo Engineers, Inc., for the East Lathrop Stormwater Master Plan, CIP SD 25-17

**CITY MANAGER'S REPORT  
JANUARY 13, 2025, CITY COUNCIL REGULAR MEETING  
CREATE CIP SD 25-17 EAST LATHROP STORMWATER MASTER PLAN,  
RATIFY PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO  
ENGINEERS, INC., AND APPROVE BUDGET AMENDMENT**

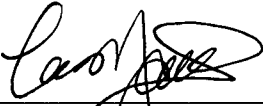
**APPROVALS**

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

12/11/2024  
\_\_\_\_\_  
Date

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

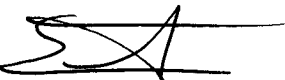
12/11/2024  
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Date

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

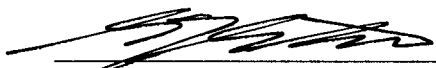
12/11/2024  
\_\_\_\_\_  
Date

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

12.11.2024  
\_\_\_\_\_  
Date

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

12-10-2024  
\_\_\_\_\_  
Date

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

1-8-25  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE CIP SD 25-17 EAST LATHROP WATER STORMWATER MASTER PLAN, RATIFY A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., AND APPROVE A BUDGET AMENDMENT**

**WHEREAS**, staff recommends Council create CIP SD 25-17 East Lathrop Stormwater Master Plan is requested to provide a framework to guide storm drainage infrastructure improvements, regulatory compliance, support utility operations, budget, rate studies, land use planning and development fees; and

**WHEREAS**, on April 8, 2024, the City Council authorized participation and allocation of funding for the Regional Early Action Planning (REAP 2.0) Grant Program Funds through the San Joaquin Council of Governments for the East Lathrop Stormwater Master Plan (ELSMP) for an estimated allocation in amount of \$714,116; and

**WHEREAS**, in September 2024, an Agreement was executed with the San Joaquin Council of Governments for a REAP 2.0 grant funding in the amount of \$671,983 to complete the ELSMP; and

**WHEREAS**, on October 16, 2024, staff issued a Request for Proposals for engineering consulting services and received proposals from four engineering consultants to complete the ELSMP; and

**WHEREAS**, Carollo Engineers, Inc., (Carollo) was selected as the best qualified firm based on their previous work history, qualifications, positive references, and overall understanding of the project requirements; and

**WHEREAS**, due to time constraints by the grant conditions requiring completion of the project by the end of this year, the agreement with Carollo was executed by the City Manager so work could commence without delay.

**WHEREAS,** staff requests that City Council approve the following proposed budget amendment to transfer the REAP 2.0 funds into the new CIP SD 25-17:

Decrease Revenue 2160-8000-331-0500		\$714,116
Decrease Transfer Out 2160-9900-990-9010		\$714,116
Decrease Transfer In 1010-9900-393-0000		\$714,116
Decrease Appropriation 1010-2010-420-0100		\$714,116
Increase Revenue 2160-8000-331-0500		\$671,983
Increase Transfer In 2160-9900-990-9010		\$671,983
Increase Transfer In 3910-9900-393-0000	SD 25-17	\$671,983
Increase Appropriation 3910-80-00-420-8400	SD 25-17	\$671,983

; and

**WHEREAS,** staff requests that City Council ratify a Professional Services Agreement with Carollo Engineers, Inc., in the amount of \$468,600 for engineering consulting services for the ELSMP, CIP SD 25-17.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop does hereby create Capital Improvement Project (CIP) SD 25-17 East Lathrop Stormwater Master Plan (ELSMP); and

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** the City Council of the City of Lathrop does hereby ratify a Professional Services Agreement with Carollo Engineers, Inc., in the amount of \$468,600 for engineering consulting services for the ELSMP, CIP SD 25-17; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** the City Council of the City of Lathrop does hereby approve a budget amendment as detailed above.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January, 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

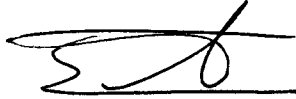
ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**CITY OF LATHROP**  
**AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH CAROLLO ENGINEERS, INC.**  
**FOR THE EAST LATHROP STORMWATER MASTER PLAN**  
**CIP SD 25-17**

**THIS AGREEMENT**, dated for convenience this 23 day of December, 2024, is by and between **Carollo Engineers, Inc.**, ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

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

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

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

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

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to prepare the East Lathrop Storm Water Master Plan, CIP SD 25-17 in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the standards of its profession by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of California, and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$468,600** for the East Lathrop Storm Water Master Plan, CIP SD 25-17 on a time and materials basis as set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a lump sum by task basis.



CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

**(3) Effective Date and Term**

The effective date of this Agreement is **December 23, 2024**, and it shall terminate no later than **June 30, 2026**.

**(4) Independent Contractor Status**

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

**(5) Billings**

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

**(6) Advice and Status Reporting**

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

**(7) Auditing**

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

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

## CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

### **(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Justin Peterson, P.E., Principal-in-Charge**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

### **(9) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY's authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

### **(10) Insurance**

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT's sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at

## CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

CONSULTANT's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than two million dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
- (ii) Notice of cancellation, reduction in coverage, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT's cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
  - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of

CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

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

As to the CONSULTANT's work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform.

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in

## CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. In no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT's proportionate percentage of fault.

CONSULTANT shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits for economic, incidental, liquidated, or consequential damages to CITY or any third party arising out of breach of contract, delay, termination, or for professional negligence. Additionally, CONSULTANT shall not be responsible for acts and decisions of third parties, including governmental agencies, other than CONSULTANT's sub-consultants, that impact project completion and/or success.

### **(12) Licenses**

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

### **(13) Business Licenses**

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

### **(14) Termination**

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

### **(15) Funding**

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

### **(16) Notices**

All contracts, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party

CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

and followed with two (2) Days by delivery of a hard copy of the material sent by facsimile transmission. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330

Main: (209) 941-7430  
Fax: (209) 941-7449

To Consultant: Carollo Engineers, Inc.  
2880 Gateway Oaks Drive, Suite 300  
Sacramento, CA 95833  
Phone: (916) 565-4888  
Fax: (916) 565-4880

**(17) CITY-Provided Information and Services**

CITY shall furnish CONSULTANT available studies, reports and other data pertinent to CONSULTANT's services; obtain or authorize CONSULTANT to obtain or provide additional reports and data as required; furnish to CONSULTANT services of others required for the performance of CONSULTANT's services hereunder, and CONSULTANT shall be entitled to use and reasonably rely upon such information and services provided by CITY and others in performing CONSULTANT's services under this Agreement.

**(18) Estimates and Projections**

CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, the schedule of others, over the incoming water quality and/or quantity, or over the way CITY's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on CONSULTANT's opinion based on experience and judgement. CONSULTANT cannot and does not guarantee that actual schedules, costs and/or quantities realized will not vary from the data projections and estimates prepared by CONSULTANT and CONSULTANT will not be liable to and/or indemnify CITY and/or any third party in the future, except to the extent such inconsistencies are caused by CONSULTANT's negligent performance hereunder.

**(19) Access**

CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services hereunder.

**(20) Miscellaneous**

(a) Consent. Whenever in this Agreement the approval or consent of a party is

CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

- required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Contract Terms Prevail.** All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
  - (c) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
  - (d) **Definitions.** The definitions and terms are as defined in these specifications.
  - (e) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
  - (f) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
  - (g) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
  - (h) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
  - (i) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
  - (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours. Documents, including drawings and specifications, prepared by CONSULTANT pursuant to this Agreement are not intended or represented to be suitable for reuse by CITY or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to CONSULTANT.
  - (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
  - (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of



CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (r) **The services to be performed by CONSULTANT are intended solely for the benefit of CITY.** No person or entity not a signatory to this Agreement shall be entitled to rely on CONSULTANT's performance of its services hereunder, and no right to assert a claim against CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of CONSULTANT's services hereunder.

**(21) Notice to Proceed**

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


**(22) Signatures**

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

CITY OF LATHROP – EAST LATHROP STORMWATER MASTER PLAN, CIP SD 25-17

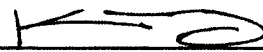
Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 12.16.2024  
Date

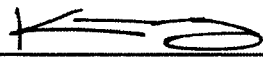
Recommended for Approval:

City of Lathrop  
Assistant City Manager

  
\_\_\_\_\_  
Michael King 12.17.2024  
Date

Approved by:

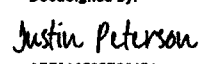
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

  
\_\_\_\_\_  
Stephen J. Salvatore 12.23.2024  
Date  
FOR  
City Manager


Consultant:

Carollo Engineers, Inc.  
2880 Gateway Oaks Drive, Suite 300  
Sacramento, CA 95833

Fed ID # 86-0899222  
Business License # 20758

DocuSigned by:  
  
\_\_\_\_\_  
Justin Peterson 12/13/2024  
Date

Justin Peterson Associate Vice President  
\_\_\_\_\_  
Print Name and Title

Signed by:  
  
\_\_\_\_\_  
Anne E. Prudhel 12/16/2024  
Date

Anne E. Prudhel Executive Vice President  
\_\_\_\_\_  
Print Name and Title

Docusign Envelope ID: 65DB2CA4-30D5-4EBB-A411-82384A69B99A

PROPOSAL PREPARED FOR  
CITY OF LATHROP

.....  
**East Lathrop  
Stormwater  
Master Plan**

JULY 2011 - 2014



2880 Gateway Oaks Drive, Suite 300  
Sacramento, California 95833  
P 916-565-4888  
carollo.com



November 27, 2024

Mr. Greg Gibson  
Senior Civil Engineer  
City of Lathrop Department of Public Works  
390 Towne Centre Drive  
Lathrop, CA 95330

Subject: Proposal for the East Lathrop Stormwater Master Plan

Dear Mr. Gibson:

The East Lathrop Stormwater Master Plan (master plan) project will provide the City with a comprehensive program for the planning and maintenance of the City’s storm drainage system in its historic Lathrop development area. As demonstrated in our proposal, Carollo brings the depth and breadth of experience that is a direct match to your project needs. We can meet your schedule and our approach provides the following benefits:

**Success Delivered Through Proven Project Leadership.** Our team has developed dozens of master plans and condition assessments that not only meet our clients’ needs, but develop creative, cost-effective solutions that address challenges similar to your own. Our team, led by **Ryan Orgill** and supported by **Justin Peterson, Tim Loper**, and **Caroline Burger** has collectively completed more than 300 master plans and hydraulic modeling projects, including the recent storm drainage master plans for the cities of Pacifica, Los Banos, and Tulare.

**Sound Relationships, Fresh Ideas, and Collaboration.** Having worked with you on the Aquifer Storage and Recovery Well Project, our team understands City processes and this will help us efficiently develop a robust hydraulic model. Just as importantly, our team will come prepared to listen and collaborate on tailored solutions to facilitate the development of collection system improvements and assist with public outreach to your City Council, rate payers, and other end users.

**Funding Expertise for Program Implementation.** We understand that stormwater management infrastructure is costly. City budgets can be limited and this slows your ability to make the improvements necessary for your community. Our team includes funding experts to identify opportunities and apply for grants and low-cost loans to help your precious dollars go further.

If you have any questions about this proposal, please contact proposed project manager, Ryan Orgill at 559-284-5451 or [rorgill@carollo.com](mailto:rorgill@carollo.com).

Sincerely,  
CAROLLO ENGINEERS, INC.

  
Justin Peterson  
Principal-in-Charge

  
Ryan Orgill  
Project Manager

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- RESUMES

# Firm Description

# Firm Description

The Carollo team has provided master planning services all over the United States, including cities neighboring Lathrop. Founded in 1933, Carollo’s engineering team has grown to include more than 1,500 employees in 50+ offices throughout North America. **All of our work is in water—resulting in a level of understanding of key stormwater system planning issues few can match.**

## FIRM DESCRIPTION

### At Carollo, Water is All We Do

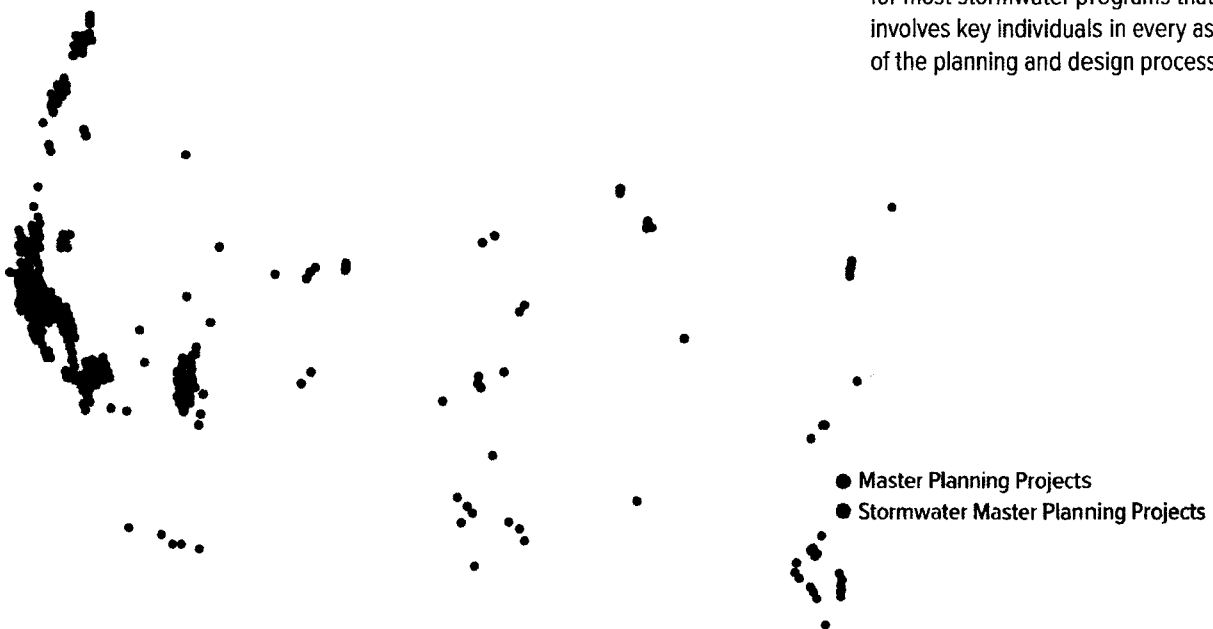
Carollo is a full-service environmental engineering firm with the sole focus of providing the highest quality water engineering services for our clients. This affords us a keen understanding of the water challenges you face—from water supply to regulatory requirements, climate risks, and tighter budgets. The project will be managed from our nearby Sacramento office.

### Comprehensive Master Planning

Carollo has consistently been a leader in the development of comprehensive master plans that include stormwater systems for cities and agencies facing a variety of complex issues, including Tulare, Morro Bay, and Pacifica. In these projects and others, we have demonstrated our ability to simplify complex technical, regulatory, and institutional issues to produce clear, concise, cost-effective, and implementable recommendations.

### A Deep Stormwater Bench of Expertise

Beyond master planning, Carollo is experienced in all aspects of stormwater engineering. Our expertise spans from planning to the final design and construction of stormwater facilities. Specific experience includes program management; resolving watershed issues; hydrologic, hydraulic, and water quality modeling; geographic information system (GIS) mapping; stormwater monitoring; development of BMPs; managing financial and institutional issues; and permitting. We typically employ an integrated stakeholder process for most stormwater programs that involves key individuals in every aspect of the planning and design process.



### Stormwater Quality Improvements

Carollo understands the interface between the natural and built environment and the range of challenges faced by responsible parties. We provide services covering the full breadth of issues that managers face today. We also understand that storm water challenges are complex and require solutions that meet technical objectives, provide multiple benefits, are aligned with policies and regulations, and provide a value to the community. We approach every project with an understanding of the specific challenges and how the challenges/ solutions affect the larger system and watershed.

### Water Resource Project Experience

Carollo brings a long history of water resource and master planning of water, wastewater, recycled water, stormwater, groundwater, and surface water systems. This provides our water resource team with a broad range of modeling skills, master planning tools, and stakeholder engagement experience to support our clients' water resource planning needs with a One Water mindset. As an industry leader, we deliver integrated water management solutions that achieve:

- **Watershed Scale Collaboration.** Partner with utilities to facilitate a collaborative process that brings a variety of perspectives and parties together to achieve a common vision.
- **Multi-Benefit Solutions.** Identify and implement affordable and

equitable solutions that provide multiple benefits and balance urban, rural, and ecosystem needs.

- **Sustainability and Resilience.** Incorporate sustainable and resilient strategies to manage finite water resources as One Water with a long-term vision.
- **Meaningful Stakeholder Engagement.** Tailor stakeholder programs and outreach activities to the unique local stakeholder landscape and build community relationships that last.

### Current Workload

Our overall firm workload projections indicate that we have sufficient personnel resource capacity available for your project. Key team members will be available at their required commitment levels for the duration of the project.

### Core Stormwater Services

Carollo has experts to provide the following core stormwater services.



#### Planning

*Helping you to maximize the use of your limited resources.*

- Flood resilience evaluations.
- Watershed master planning.
- Green infrastructure siting and conceptual design.
- Sewer separation.
- Stormwater as a water supply.
- Water quality improvements.
- Asset management.
- Rate studies.



#### Modeling

*Giving you the ability to define current conditions and analyze possible future scenarios.*

- Defining levels of service in conveyance systems, including pipe networks, open channels, natural streams and creeks, and man-made channels.
- Flood risk reduction and mitigation.
- Pollutant transport.
- Estimated volume, erosive forces, and other parameters of concern.
- Computational fluid dynamics.



#### Design

*Supporting you to better protect people, property, and natural resources.*

- Green infrastructure.
- Grey infrastructure.
- Sewer separation.
- Stormwater capture.
- Treatment and storage facilities.



#### Regulatory Compliance Support

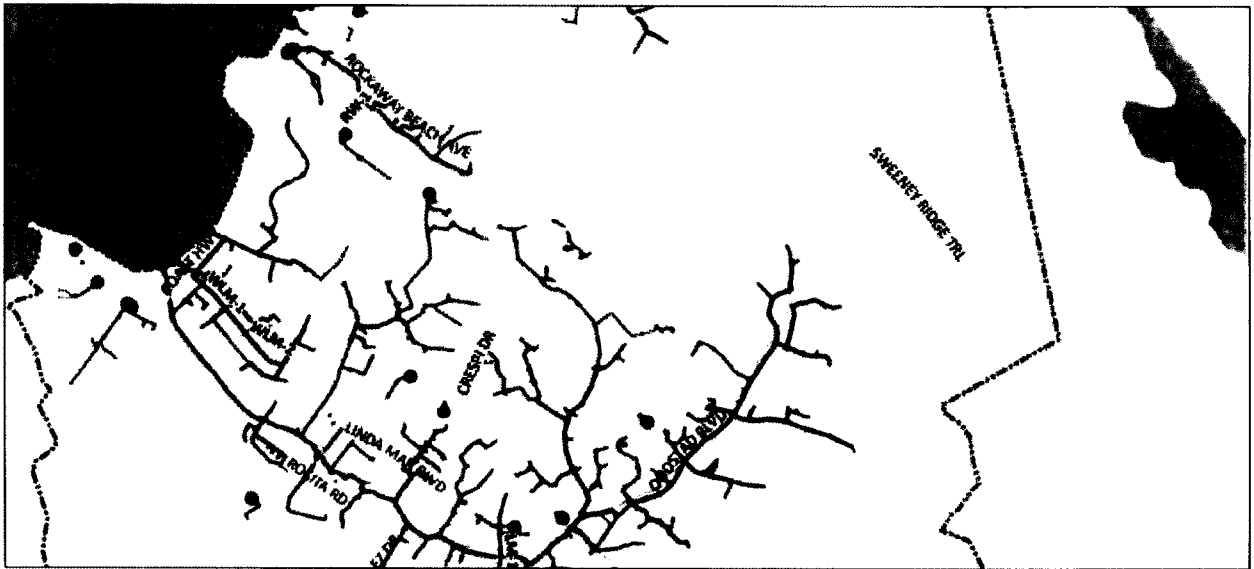
*Providing guidance to help you meet your protection goals.*

- Consent decrees.
- Project-specific permitting.
- MS4 permits.
- TMDLs.
- Water right.



# Relevant Experience





## Stormwater Drainage Master Planning

City of Pacifica, CA

The purpose of the project was to update The City of Pacifica's 2012 Storm Drainage Master Plan and develop an updated and defensible storm drainage system capital improvement plan. As part of the project, Carollo updated the hydraulic and hydrologic (H&H) model developed in 2012. To determine land use and imperviousness, Carollo employed a parcel-based land use layering technology that uses recent high-resolution satellite imagery. The model was then calibrated against flow monitoring data collected in December 2021.

Carollo conducted an analysis of historic rainfall precipitation patterns and provided updated existing and future design storm volumes that were used to analyze the capacity of the storm drainage system under current and future (year 2045) conditions. In addition, Carollo prepared a condition assessment and rehabilitation/replacement program to provide long-term, sustainable management of the system improvements and recommendations for a storm drainage system inspection.

Carollo also conducted a funding analysis to help the City understand the types of funding available for storm drain infrastructure, including grants/loans and the potential for the development of a stormwater utility.



We will follow a similar approach for your project, utilizing lessons learned from this and our other stormwater master planning experience.

### REFERENCE

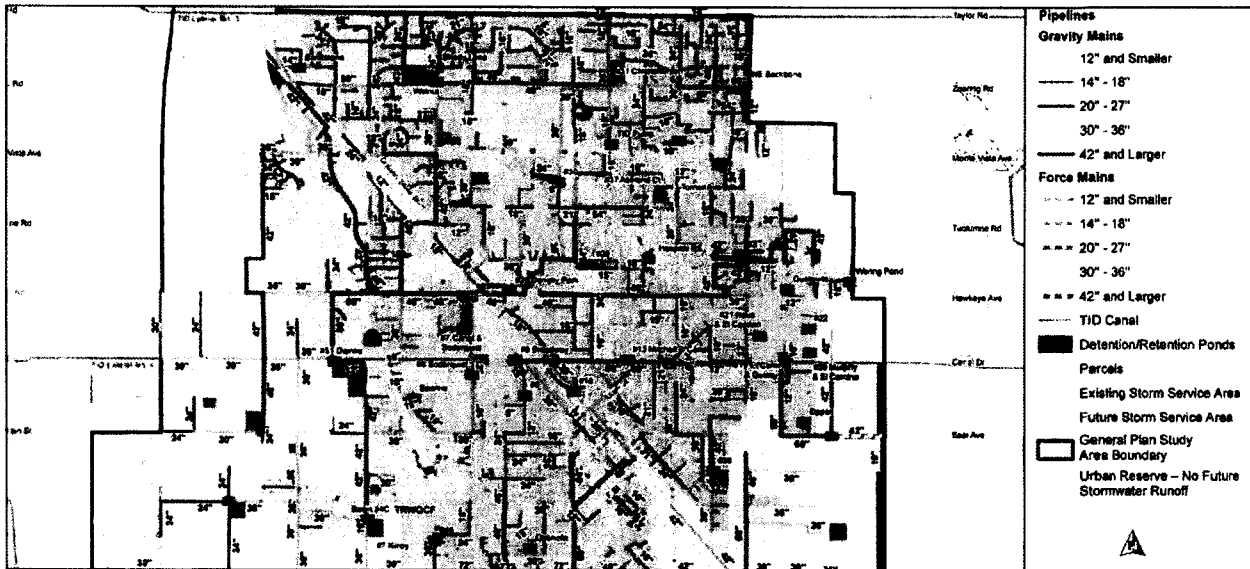
Lisa Peterson  
Public Works Director  
650-738-3770  
petersenl@ci.pacifica.ca.us

### TEAM INVOLVEMENT

Ryan Orgill

### RELEVANCE TO YOUR PROJECT

- » H&H modeling
- » Field surveys
- » Storm drain evaluation
- » Rehabilitation/replacement program
- » Funding analysis



## Sanitary Sewer and Stormwater Master Plans

City of Turlock, CA

The City of Turlock retained Carollo to develop integrated sewer and storm drain system master plans. The project included development of Turlock’s first sewer and storm drain system models and model calibration for both dry and wet weather conditions. Carollo worked with Turlock’s new general plan to estimate the impacts from redevelopment and densification of the downtown area. Carollo also developed a detailed plan to serve Turlock’s Westside Industrial Park. Turlock’s downtown sewer system consists of significant portions of combined sewer/storm system. Carollo constructed the sewer and storm drain system models using Info-SWMM to evaluate the impacts of removing the direct storm drain connections on the sewer system’s available capacity.

### REFERENCE

Anthony Orosco  
 Senior Civil Engineer  
 209-668-5520  
 aorosco@turlock.ca.us

### TEAM INVOLVEMENT

Ryan Orgill  
 Tim Loper

### RELEVANCE TO YOUR PROJECT

- » Stormwater master planning
- » Hydraulic modeling
- » Hydraulic evaluation



As with Turlock, your project will focus on a specific area within your City, the Historic Lathrop development area.



## Water, Sewer, Wastewater Treatment, and Storm Drain Master Plans

City of Tulare, CA

Tulare’s master plans involved background review, mapping and hydraulic model selection, development of design standards and planning criteria, hydraulic modeling, systems evaluation, and operational enhancements

In 2022, the City of Tulare selected Carollo to update its storm drain, water, and sewer master plans using an integrated OneWater approach. Work included background review, mapping and hydraulic model software selection, development of design standards and planning criteria, hydraulic modeling and integrating GIS databases into the modeling platform, systems evaluation, and operational enhancements. Carollo conducted flow monitoring throughout the collection system, constructed three hydraulic models, and ran hydraulic simulations. In parallel with recommending storm drain system improvements and helping create a CIP, Carollo is preparing a preliminary Stormwater Resource Plan to identify multi-benefit stormwater capture and use projects that will be attractive for outside funding and support groundwater recharge, future water supply, and create new recreational amenities.

Carollo developed projects to mitigate existing deficiencies and serve future growth. The projects were prioritized into a comprehensive CIP that allocated funds to existing rate payers and future development. The City recently contracted with Carollo to develop an update to the master plans.



In addition to stormwater master planning, Carollo's experience on the preliminary Stormwater Resource Plan will be leveraged for your project to identify capital improvement projects that include multi-benefits to maximize outside funding opportunities.

### REFERENCE

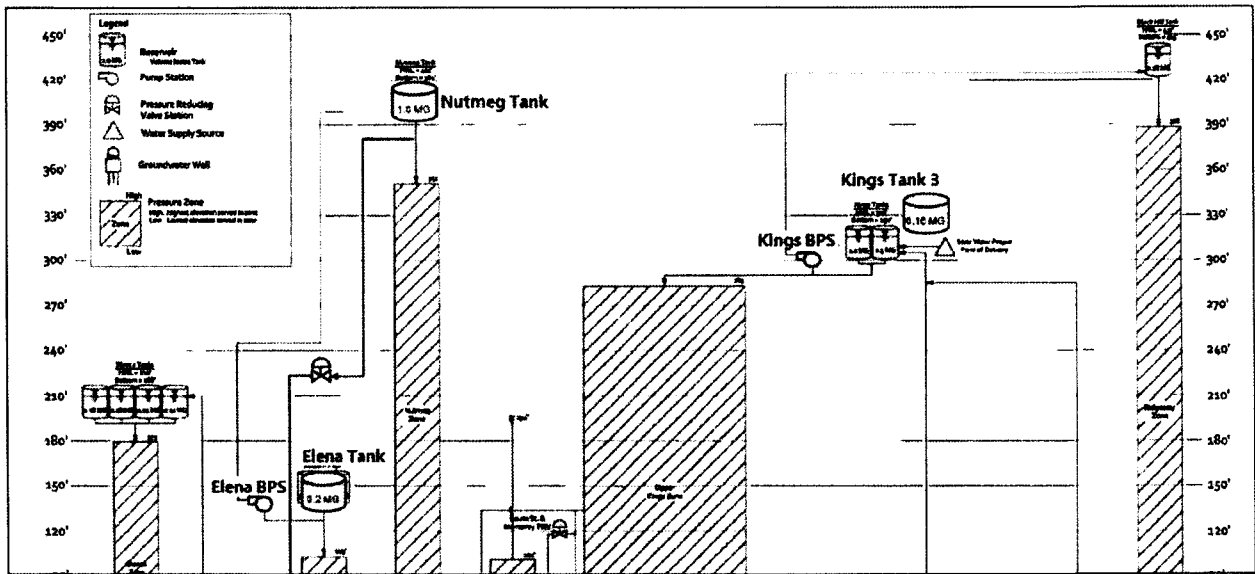
Tim Doyle  
Assistant Public Works Director  
559-684-4207  
tdoyle@tulare.ca.gov

### TEAM INVOLVEMENT

Ryan Orgill  
Tim Loper

### RELEVANCE TO YOUR PROJECT

- » Stormwater master planning
- » Hydraulic modeling
- » Hydraulic evaluation



## One Water Morro Bay Integrated Master Plan

City of Morro Bay, CA

Carollo began the One Water Morro Bay master planning process by performing site visits of all the City’s water, collection system, and stormwater infrastructure including wells, tanks, lift stations (total of three), reservoirs, and flood-prone areas throughout the City. Carollo worked closely with City staff to fast-track the water system field data gathering activities (pressure logger installation, SCADA system data gathering, and fire flow test data). That information, combined with the City’s GIS and as-built drawings, was used to develop dynamic hydraulic (water and sewer) and hydrologic (stormwater) models for those systems. Historical water production and consumption data, along with information obtained from third-party flow monitoring in the collection system, were used to calibrate the models. The calibrated models were used to evaluate each system under both current and future scenarios.

Based on this evaluation, deficiencies were identified and the associated improvements necessary to eliminate the deficiencies were determined. Planning-level costs for these deficiencies were developed and the assortment of projects was organized into a 20-year CIP.

### REFERENCE

Joe Mueller  
 Former City Operations Manager  
 916-826-3912  
 joe@alpinespings.org

### TEAM INVOLVEMENT

Tim Loper  
 Ryan Orgill

### RELEVANCE TO YOUR PROJECT

- » Stormwater master planning
- » Hydraulic modeling
- » Hydraulic evaluation



Our project experience demonstrates our vast experience with stormwater master planning. We will utilize our knowledge to create a plan tailored to the City of Lathrop and its specific circumstances.

# Key Personnel

# Key Personnel

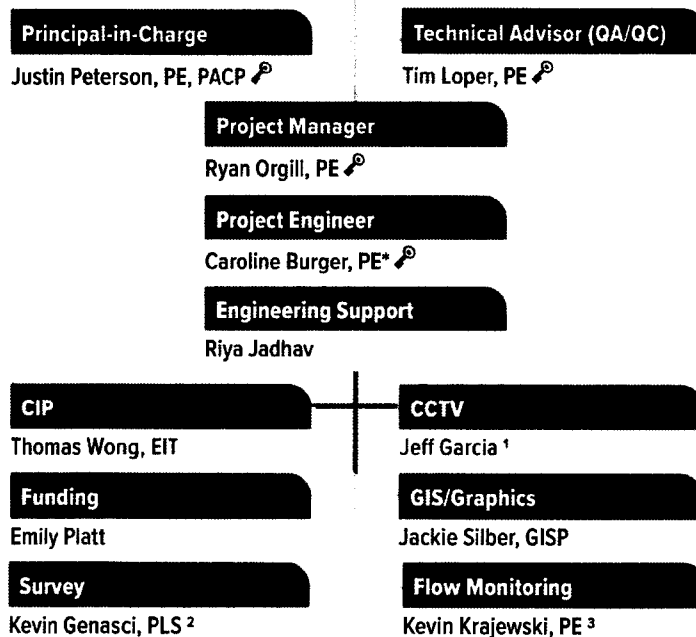
**A Team You Can Trust.** Simple, one-size-fits-all solutions will not meet your expectations for a thorough evaluation, sound recommendations, and quality hydraulic models to address your project needs—You need a team of specialists.

Nothing is more important to the success of your project than the qualifications and experience of your engineering team. We have assembled a team of experienced professionals with a wide range of technical and institutional knowledge. These individuals offer strength in their core technical specialties, a track record of working together, and a history of delivering similar projects in your region. Your project will receive the management, technical expertise, and personal attention required to make it a success.

Carollo's key personnel will be available for the duration of the project and we acknowledge that no person designated as "key" to the project shall be removed or replaced without

the prior written concurrence of the City. Carollo's company-wide lead for sewer and storm drain system modeling, calibration, and system analysis, **Ryan Orgill**, is the proposed project manager and is an expert in developing hydraulic models for stormwater systems, water and recycled water distribution, and sewer collection systems. He has worked on more than 50 infrastructure master planning projects, including storm drain master plans for the cities of Pacifica, St. Helena, and Los Banos.

Our project team is shown in the adjacent organizational chart. On the following pages, we have provided our team members' qualifications, experience, and responsibilities. Resumes for all team members are provided in the appendix.



**SUBCONSULTANTS**  
 1 - National Plant Services  
 2 - Siegfried Engineering Inc.  
 3 - K-Flow Solutions

\* = PE, Not licensed in California  
 ☞ = Key Personnel

## A TEAM FOCUSED ON EXCEPTIONAL SERVICE

This team must be adept at executing the intricate details of a project and devising solutions for unique challenges. Any civil engineering firm is capable of performing stormwater modeling and flood mapping work. The key is how the team handles a roadblock when a unique technical issue arises. Carollo overcomes these challenges by retaining the industry's best engineers.

We have trained personnel, support services, and a specialized subconsultant to carry out work without delay.



## Key Team Members



**Justin Peterson, PE, PACP**  
**PRINCIPAL-IN-CHARGE**

Justin is an asset in Carollo's infrastructure group with 16 years of experience in planning, design, and construction of water and wastewater infrastructure, including distribution systems, collection systems, water storage projects, and stormwater conveyance.

**Responsibilities:** As principal-in-charge, Justin will serve as liaison between the City and hydraulic modeling team, building on his experience working with the City on the ASR Well Design Project. He will rely on his background experience in hydraulic modeling and pipeline condition assessment (including PACP certification) to guide the project and best meet the City's needs.

### Relevant Project Experience

- Project manager for the ASR Well Design, City of Lathrop, CA.
- Project engineer for the Sewer Master Plan, Sanitary District No. 2 of Marin County, CA.
- Project engineer for Well 12, City of Riverbank, CA.
- Project engineer for the Wastewater Master Plan, City of Angels Camp, CA.
- Staff engineer for the G Basin Stormwater Pump Station, City of Lodi, CA.



**Ryan Orgill, PE**  
**PROJECT MANAGER**

Ryan brings 18 years of experience dedicated specifically to infrastructure master planning projects and is Carollo's company-wide lead for sewer and storm drain system modeling, calibration, and system analysis. He developed Carollo's means and methods for sewer system planning that have been adopted company-wide and is an expert in delivering projects that incorporate all critical elements of collection system capital program needs. Ryan has worked with both Inge Wiersema and Tim Loper on more than 20 master planning projects.

**Responsibilities:** As project manager, Ryan will serve as your primary point of contact throughout the project; he will carefully listen to your staff to understand your needs, drivers, and preferences, and will incorporate these concepts into the project to develop a plan that is accurate, robust, and flexible enough to address current and future needs.

### Relevant Project Experience

- Project manager for the Storm Drainage System Master Plan, City of Pacifica, CA.
- Project engineer for the Storm Drainage System Master Plan, City of Tulare, CA.
- Project manager for the Storm Drain Master Plan, City of Los Banos, CA.
- Project manager for the Integrated Utilities Master Plan, City of St Helena, CA.
- Staff engineer for the Storm Drainage System Master Plan, City of Galt, CA.



**Tim Loper, PE**  
**TECHNICAL ADVISOR**

Tim is Carollo's Infrastructure Master Planning Services Lead and has been working for more than 20 years exclusively on master planning, modeling, and asset management projects. Tim has served as project manager and/ or project engineer for more than 90 water, wastewater, stormwater and/ or recycled water master plans and modeling projects, with a focus on helping agencies develop capital improvement programs that help prioritize rehabilitation and replacement projects, as well as integrate capital with inspection and funding prioritization.

**Responsibilities:** Tim brings a pair of fresh eyes to the work we deliver to you as he is not involved in any of the project tasks. He will conduct technical reviews at all critical milestones according to Carollo's Best Management Practices.

**Relevant Project Experience**

- Project manager for the Sanitary Sewer, and Storm Water Master Plans, City of Turlock, CA.
- Project manager for the Sewer, Water, and Storm Drain Master Plans and Sewer System Management Plan, City of Tulare, CA.
- Principal-in-charge for the Integrated Master Plan for water, wastewater, and storm drainage, City of Porterville, CA.
- Technical advisor for the Integrated Water Wastewater Resources Management Plan, City of South Pasadena, CA.
- Project engineer for the Wastewater Collection, Water Distribution, and Storm Drainage Master Plans, City of Galt, CA.



**Caroline Burger, PE**  
**PROJECT ENGINEER**

Caroline has 23 years of experience in water resources engineering working with public and private clients. Her expertise includes urban hydrologic, hydraulic, and non-point source pollution modeling; stormwater utility development; and program management. Her experience also includes hydrologic, hydraulic, and scour analyses of existing and proposed structures and floodplains using software, such as XP-SWMM 1D/2D, PC-SWMM 1D/2D, InfoSWMM 1D/2D, EPA-SWMM, Flo-2D, and HEC-RAS 1D/2D. Caroline is well versed in several software programs and is a co-developer of WinSLAMM and WinDETPOND software.

**Responsibilities:** Caroline will support Tim to conduct technical reviews bringing her expertise in hydrologic and hydraulic modeling to build confidence into the Carollo's recommendations for improvements.

**Relevant Project Experience**

- Project manager and quality control reviewer for the Gallups/Merritts Creek Watershed Stormwater Management Plan for the City of Oshkosh, WI.
- Modeling lead for the Brook Oaks Neighborhood Stormwater Master Plan for the City of Waco, TX.
- Project manager for the Brookfield Stormwater Management Plan Update for the City of Brookfield, WI.
- QA/QC for the Channel Conveyance Improvements along Goose Creek and Stormwater Detention Basin for the Harris County Flood Control District, TX.

## Support Staff



**Riya Jadhav**  
ENGINEERING SUPPORT

**Responsibilities:** Riya is a staff professional with experience in stormwater management, H&H modeling, and GIS. She has experience evaluating drainage systems for both stormwater management and water supply planning.

### Relevant Project Experience

- Staff professional for the Cedar Bayou Regional Detention and Channel Improvements Upstream of FM 1960, Harris County Flood Control District, TX.
- Staff professional for the One Water Plan, City of Palo Alto, CA.
- Staff professional for the 2026 Region D Regional Water Planning, Northeast Texas Municipal Water District, TX.
- Staff professional for the Brazos G 2026 Regional Water Plan, Brazos River Authority, TX.
- Staff professional for the 2026 Region E Water Plan, Rio Grande Council of Governments, TX.



**Thomas Wong, EIT**  
CIP

**Responsibilities:** Thomas came to Carollo as an engineering intern in 2020 and began as a staff professional in 2022. His coursework included fluid mechanics, mechanics of materials, probabilistic systems analysis, civil infrastructure, engineering design and problem solving, special data analysis, and statistics. Thomas has worked on several water/wastewater treatment and infrastructure projects, including planning/analysis, design, and pilot projects.

### Relevant Project Experience

- Staff professional for the CP330 Monterey Pump Station Upgrades and CP331 Seaside Pump, Monterey One Water, CA.
- Staff professional for the Folsom Lake In-take Improvements, El Dorado Irrigation District, CA.
- Staff professional for the Dry Creek Wastewater Treatment Plant Foul Air System Replacement Evaluation, City of Roseville, CA.
- Project engineer for the Wastewater Treatment Plant (WWTP) Capacity Assessment, American Valley Community Services District, CA.
- Staff professional for the State Lands Assessment for Diffuser Abandonment, City of Chico, CA.



**Emily Platt**  
FUNDING

**Responsibilities:** Emily brings extensive experience in helping clients across the U.S. identify critical and competitive projects, secure relevant funding, and develop successful applications for state and federal grants and loans. She excels in identifying critical and competitive projects, formulating effective funding strategies, and pinpointing relevant state and federal funding programs. Her strategic approach maximizes her clients' chances of securing necessary financial resources.

### Relevant Project Experience

- Funding support for Hyperion 2035 USBR Large-Scale Feasibility Study, City of Los Angeles Bureau of Sanitation, CA.
- Funding specialist for FEMA Building Resilient Infrastructure and Communities (BRIC) FY23, El Dorado Irrigation District, CA.
- Funding specialist for Capital Improvement Plan Funding Opportunity Identification and Strategy, Valley Sanitary District, CA.
- Funding specialist for the Cesspool Conversion Funding Opportunity Identification and Strategy, County of Hawaii, HI.



**Jackie Silber, GISP**  
GIS/GRAPHICS

**Responsibilities:** Jackie is a GIS lead with 22 years of professional experience in GIS and technical training. Her experience includes geospatial GIS analysis for water resource planning, environmental remediation sampling, and demographic forecasting projects. Jackie’s GIS skills focus on geodatabase design and optimization, manipulation and conversion of projections, CAD and KML to GIS conversion, spatial analysis, automation of repetitive analysis using Model Builder and Python, and creation of cartographic figures. Jackie will review existing spatial data related to resources, infrastructure, assets, jurisdictions, demographics, natural and man-made features, and current maps provided by the Agency, member agencies and stakeholders. She will prepare the spatial system description and manage use of the SWOT analysis for defining existing conditions for initiatives related to Master Plan objectives. The spatial system description in GIS is a key element of the living Master Plan.

**Relevant Project Experience**

- GIS specialist for the Stormwater Capture BMP Site Suitability Analysis for the Upper San Gabriel River Enhanced Watershed Management Program, CA.
- GIS Specialist for Stormwater Recovery Feasibility Study, City of San Diego, CA.
- GIS specialist for the Integrated Master Plan City of Banning, CA.
- GIS specialist for the 2020 Integrated Water Master Plan and Urban Water Management Plan, Padre Dam Municipal Water District, CA.
- GIS lead for El Toro Water District Master Plan Update, El Toro, CA.

**SUBCONSULTANTS**



**CCTV/INSPECTION**

National Plant Services (NPS) is a full-service sewer and storm drain cleaning, inspection, rehabilitation, and maintenance contractor. They have been providing these services to cities, counties, sanitation districts, and contractors since 1981. NPS owns all the equipment and employs all the personnel to perform the work necessary to meet the specifications and requirements for an agency. In addition to cleaning and inspection, NPS provides laser inspection, sonar inspection, LiDAR inspection, flow monitoring/sewer studies, industrial plant cleaning, specialty cleaning/mechanical cleaning, smoke testing, line grouting, spot repairs, lateral lining from the mainline, and top hats (lateral seals).

**Jeff Garcia** will lead NPS' efforts on this project. Clients include the City of Los Angeles, City of Alhambra, Los Angeles County Public Works, and Los Angeles County Flood Control.



**SURVEY**

Founded in 1955, Siegfried is the largest multidisciplinary design firm headquartered in Central California that provides design and engineering services. With offices in Stockton, San Jose, Modesto, and Sacramento, Siegfried is recognized as one of the foremost professional services firms in northern and central California providing civil and structural engineering, landscape architectural, and surveying. Siegfried’s local experience and expertise is based on 65 years of experience offering in-depth knowledge of current building codes, the ability to anticipate the unexpected, and creative insight creating a successful project environment. At Siegfried, technology drives reliable results, whether linking to systems by satellite or to teams in the field. With the advanced capabilities of GPS and TPS, combined with insight needed to apply them, Siegfried delivers reliable and accurate surveys their clients can build on.

**Kevin Genasci, PLS** has 22 years of experience providing professional land surveying services in northern California. His clients benefit from his extensive experience in both the field and office. Kevin provides a big picture strategy, planning, and execution for land surveying teams and is responsible for the direction and supervision of the survey crews on his project assignments.



**FLOW MONITORING**

Krajewski Flow Monitoring Solutions provides open channel flow monitoring services, rainfall monitoring services, and data analysis services including infiltration and inflow identification, quantification, and modeling. Carollo has worked with K-Flow founder Kevin Krajewski on more than 50 planning and modeling projects within the last 10 years, including the City of Torrance Sewer Master Plan, the City of Chino Hills Citywide Wastewater Master Plan Update, and the West County Wastewater District’s District-Wide Master Plan.

**Kevin Krajewski, PE** is a senior-level project engineer, engineering manager, division manager, practice leader, and respected industry leader for over 28 years. Kevin’s expertise includes flow monitoring and analysis of inflow and infiltration (I/I) into collection systems, including the development of synthetic I/I hydrographs and estimates of peak wet weather flows for design storm events.

### FEE SCHEDULES

#### Carollo Engineers, Inc.

**CAROLLO ENGINEERS, INC.  
FEE SCHEDULE**

As of January 1, 2024  
California

	<u>Hourly Rate</u>
<b>Engineers/Scientists</b>	
Assistant Professional	\$223.00
Professional	274.00
Project Professional	324.00
Lead Project Professional	340.00
Senior Professional	360.00
<b>Technicians</b>	
Technicians	168.00
Senior Technicians	233.00
<b>Support Staff</b>	
Document Processing / Clerical	149.00
<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>15.00</b>
<b>Other Direct Expenses</b>	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2024	\$0.87 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

#### National Plant Services

<b>Mobilization</b> .....	<b>\$7,000</b>
<b>CCTV Inspections with Two Operators</b> .....	<b>\$4,800/ per 8-hr shift</b>
Price is based on performing work during normal City business hours	
<b>Heavy Traffic Control</b> .....	<b>Cost plus 10%</b>
Price is based on performing work during normal City business hours	

#### Siegfried Engineering, Inc.

**CHARGE RATE SCHEDULE**

<b>Professional Classification</b>	<b>Hourly Rate</b>
Managing Principal .....	\$280
Principal .....	\$250
Design Principal .....	\$240
Senior Associate .....	\$221
Associate .....	\$196
Project Engineer .....	\$186
Engineer II .....	\$171
Engineer I .....	\$152
Associate Engineer Technician .....	\$194
Lab Technician .....	\$157
Project Landscape Architect .....	\$184
Landscape Architect II .....	\$158
Landscape Architect I .....	\$132
Project Land Surveyor .....	\$186
Surveyor II .....	\$169
Surveyor I .....	\$148
Survey Crew, 2 Person .....	\$301
Survey Crew, 1 Person .....	\$199
Survey Party Chief .....	\$227
Instrumentman .....	\$193
Chainmen/Rodman .....	\$163
BIM Manager .....	\$167
Senior Technician .....	\$148
Technician III .....	\$132
Technician II .....	\$112
Technician I .....	\$ 97
Expert Witness .....	\$427

#### K-Flow Solutions

**K-Flow Solutions: FY 2024/2025 Rate Schedule**

Published rates include overhead and profit.  
Rates will be re-evaluated and amended on July 1, 2025.

Position	Rate
<b>Senior Project Manager / Engineer:</b>	<b>\$210 / hour</b>
Three-Person Crew including Confined Space Vehicle:	\$470 / hour
Two-Person Crew including Confined Space Vehicle:	\$331 / hour
One-Person Crew including Confined Space Vehicle:	\$166 / hour
Technician Prevailing Wage:	\$78 / hour
Senior Technician (non-prevailing wage):	\$64 / hour
Junior Technician (non-prevailing wage):	\$50 / hour
<b>Other Direct Costs</b>	<b>Rate</b>
<b>Subcontractor / Subconsultant:</b>	<b>Cost + 10%</b>
Travel (air / hotel / per diem / car rental):	At cost
Auto / Truck Mileage:	Federal rate
Confined Space Truck & Safety Equipment:	\$150 / day
Flow Meter Rental:	Varies, ~\$1,200 / month

# Proposed Methodology, Approach, and Project Schedule

# Proposed Methodology, Approach, and Project Schedule

The Carollo team is prepared to deliver the Stormwater Master Plan for your Historic Lathrop development area. We will leverage our experience working with the City on the Aquifer Storage, and Recovery Well Project to create a plan that is unique to Lathrop.

## PROJECT UNDERSTANDING

The City is seeking to develop a comprehensive program for the planning and maintenance of the City’s storm drain system in the Historic Lathrop development area. Although a draft plan was developed for the area, it was never finalized. As such, this project will develop the City’s first ever Stormwater Master Plan for the area. The City provides storm drainage services to its customers. Runoff is conveyed through a network of pipelines and open channels much of which was constructed over 40 years ago and are nearing the end of their useful life. Your goals include developing a comprehensive hydrologic/hydraulic model of the system, evaluating future projects/developments to confirm system capacity, and developing a prioritized capital improvement program (CIP) plan.

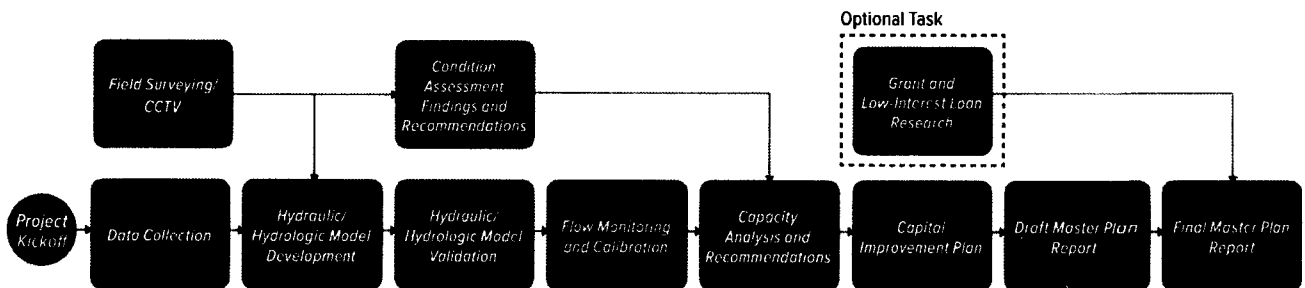
## PROJECT APPROACH AND METHODOLOGY

This project offers up some challenges and opportunities for the City. After thinking about the project objectives and

developing the project Work Plan shown below, Carollo has identified multiple areas of focus that are key to project success. These success factors are:

- Streamlined field data collection for storm drainage infrastructure (including manhole invert and rim elevations) and closed circuit television (CCTV) inspections.
- Development of an accurate and reliable hydraulic/hydrologic model that provides confidence in CIP recommendations.
- The interactive CIP reduces flood risk and provides a platform to easily communicate project drivers to stakeholders.

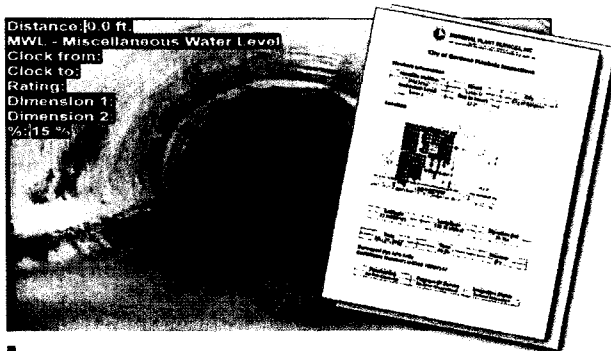
These elements play into each other, and successful completion of each fuels greater confidence in the following steps. Carollo’s experience and understanding of the complexities of drainage system planning can make a highly complex problem efficient and intuitive to complete. We highlight our approach to these focus areas below and on the following pages.



Our work plan is built around efficient flow from one task to another, with project elements being implemented concurrently to move the project along. Close coordination with City staff on workshop dates and data collection will be critical for success.



**Carollo And National Plant Services Have a Longstanding Working Relationship Which Will Streamline The Processes Needed To Build The Hydraulic/Hydrologic Model And To Conduct CCTV Inspections.**



*The field data collection and CCTV effort required for this project is very similar to the tasks performed by National Plant Services for the Sewer Master Plan project. Our team can quickly mobilize the field work to help keep the overall project schedule on track.*



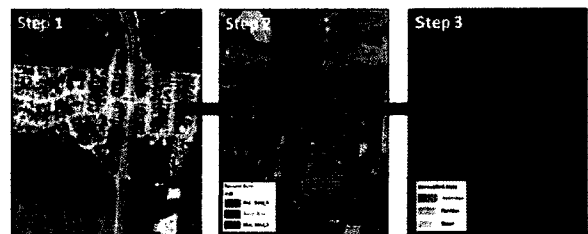
We have teamed with NPS to conduct CCTV inspection of the storm drainage system pipelines. NPS and Carollo will leverage the lessons learned from previous CCTV inspections to complete inspections of the storm drainage system in a streamlined and efficient manner.

Additionally, it is our understanding that the City has a good base map of the storm drainage system, which shows the locations of storm drainage system infrastructure. However, it is expected that all manhole/inlet rim and pipeline invert data will not be readily available from the City. For this reason, we have also asked NPS to collect the field data necessary to compile a complete geographic information system (GIS) database of the storm drainage system. They will collect X,Y coordinates of each storm drainage system manhole and inlet in the system, manhole/inlet ground elevation, as well as manhole depth for the necessary areas. NPS performed similar services other Master Planning efforts, which resulted in a complete/comprehensive GIS database for the storm drain system and provided the data needed to develop the storm drain hydraulic model.

**Carollo’s Approach To The Hydrologic/Hydraulic Model Development Provides Confidence In The Capital Project Recommendations.**

Developing a reliable and defensible modeling tool requires developing an accurate representation of the drainage system facilities in the model, and performing a validation process to demonstrate that the model accurately simulates field observations. Carollo will incorporate all readily available information needed to construct the model (e.g., CAD drawings, as-built drawings, etc.) supplemented by the field data collected by NPS, to develop a comprehensive hydrologic/hydraulic modeling tool for the City.

One of the most important parameters in a storm drainage system model is the percent impervious associated with each model tributary area (i.e., model subcatchment). The modeled percent impervious can be estimated based on land use types and other standard industry values. Carollo employs a more rigorous analysis to develop percent impervious assumptions using 4-ban multi-spectral aerial images. Carollo uses advanced image processing techniques in GIS to classify urban versus natural features within the multi-spectral image, which can then be easily classified as impervious versus pervious surfaces. The end result of this process is an accurate representation of percent impervious assumptions that are built into the model based on real world mapping as opposed to land use based assumptions.



**Carollo’s approach to developing percent impervious assumptions uses advanced GIS techniques using the following steps:**

**Step 1 – Obtain Multi-Spectral Imagery**

The first step was to obtain a 4-band multi-spectral image. A 4-band image includes the near infrared spectrum which is used to emphasize vegetation.

**Step 2 – Extract Spectral Bands to distinguish Urban vs. Natural Features**

The next step involved separating the color bands to visually distinguish various features. The near infrared color band is used to detect vegetation, the red band identifies bare soil, and the blue band is helpful for determining urban features, especially concrete.

**Step 3 – Supervised Image Analysis**

Next, the image was segmented and training samples were created to classify the image into impervious or pervious surfaces.

### Carollo's Electronic Deliverables Provide An Easy Way To Communicate CIP Recommendations To Project Stakeholders.

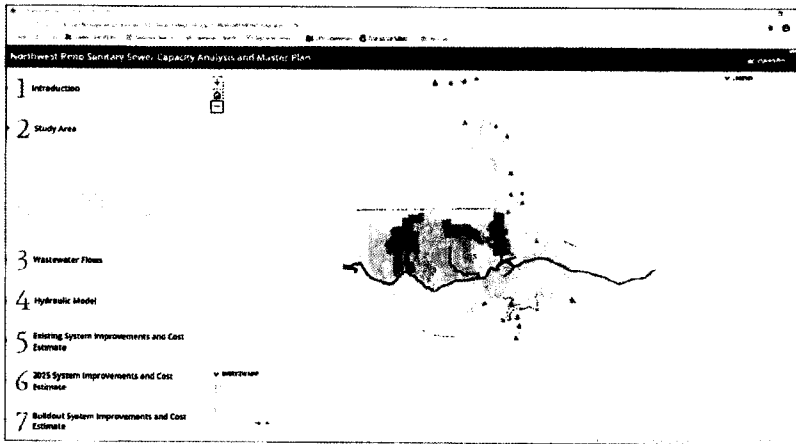
A hard copy or pdf report format has some utility, because it is often helpful to have all the master plan information consolidated in one place. However, the standard hard copy master plan leaves much to be desired when it comes to updates that are necessary to reflect ever-changing drivers and implementation assumptions.

Carollo's electronic master planning tools put your entire system at your fingertips. All of the requisite information for project implementation—cost, project need/driver(s), project priority—is linked so that it can be easily accessed through GIS. But more important for you as the end user, input data, including cost, timing/phasing, and priority for implementation, can be easily adjusted such that the entire CIP is automatically reset. Carollo's electronic deliverable would supplement the master plan report to provide superior flexibility as a planning and financial tool, particularly over the course of a long CIP time horizon, during which any number of variables can change, resulting in a need to update project implementation schedules and cash flow projections.

### Carollo's Funding And Disbursement Experience Can Be Leverages To Identify Outside Funding Opportunities.

We understand a key reason the previous draft Storm Drainage Master Plan was not finalized was due to the high cost of recommended improvements. Based on our experience helping clients develop intentional storm drainage CIPs, we are anticipating this will result in similar high-cost solutions. However, we will leverage our Funding and Disbursement (F&D) professionals to lay out proposed projects in a way that maximizes their funding competitiveness.

Carollo's F&D professionals can help you identify suitable funding programs, develop competitive applications, and navigate reporting and compliance to optimize financial resources for your critical projects. The F&D Group works with clients to gather information about your project(s), including timelines, financial constraints, community demographics, and environmental and economic impacts. We use that information to identify potential funding opportunities and craft a compelling narrative that maximizes the potential for a successful application.



*Story Maps provide a fun and interactive summary of project improvements by location. For the majority of the time a master plan sits on the shelf, but this tool allows your team to quickly pan around and locate projects with details that are tailored to your specific needs! As shown, Carollo has used this tool on similar projects, such as the Northwest Reno Sanitary Sewer Capacity Analysis and Master Plan.*

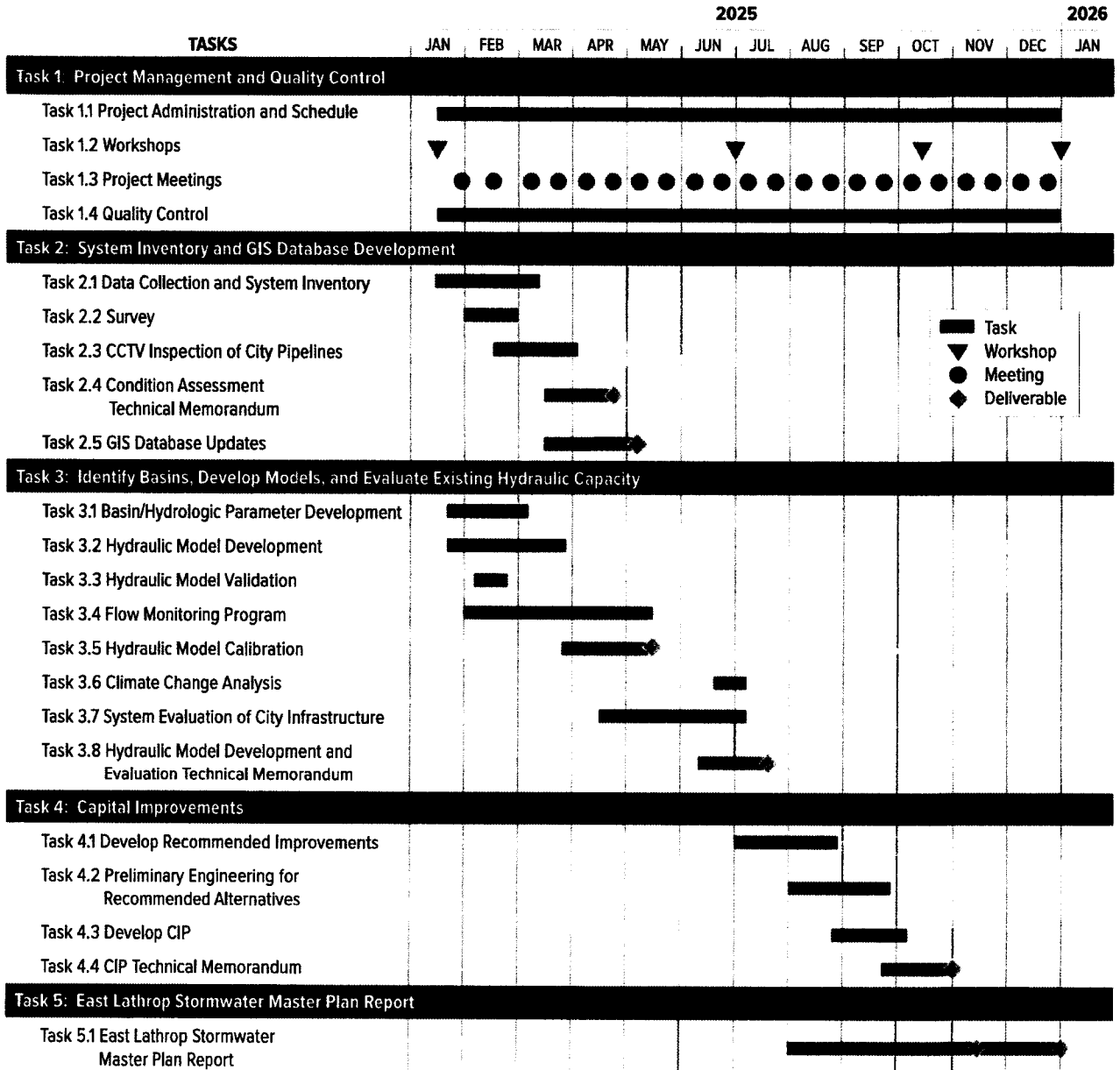
We have helped water, wastewater, and stormwater agencies secure significant funding from state and federal programs. Our expertise in navigating the complex landscape of federal and state funding sources has raised millions of dollars for critical infrastructure projects for our clients:

- **\$417,000,000 in Grants.**
- **\$1,740,000,000 in Loans.**
- **Total of \$2,157,000,000.**

After the funding is awarded, the F&D Group is also available to assist with reporting compliance and financial reimbursement requests, helping you access funds in alignment with project schedules. The disbursement teams' current portfolio of grants and loans managed total \$1,384,000,000.

## PROJECT SCHEDULE

We have developed a preliminary project schedule for the East Lathrop Stormwater Master Plan based on our understanding of the scope of services. The schedule, shown below, presents the major tasks, durations, and key project milestones. It is in line with your anticipated time frame based on the grant funding requirements. With this schedule we will complete the Master Plan prior to the end of December 2025.



CITY OF LATHROP / EAST LATHROP STORMWATER MP

# Fee Proposal

# Fee Proposal

The Carollo Team acknowledges this fee estimate differs from that in the RFP. We have developed this estimate based on our understanding of the available data and proposed scope of work. We have included allowances for survey, CCTV, and flow monitoring and the allowances are noted in the Scope of Work

and this fee estimate. We also assume a portion of the project costs shown in the grant application are for internal staff costs, which are outside the Carollo Team's fees. We are happy to discuss our assumptions with you and make revisions as appropriate.

TASK DESCRIPTION	Hours by Classification											Subs and Other Direct Expenses*	Estimated Fee
	Principal-In-Charge	Project Manager	Technical Advisor	Project Engineer	Hydraulic Modeling/ Staff Support	CCTV Data Review	Funding	GIS	Word Processing	Total Hours	Labor		
Task 1.1 Project Administration and Schedule	6	30	0	0	0	0	0	0	6	42	\$12,700	\$600	\$13,300
Task 1.2 Workshops	6	8	0	8	6	0	0	0	0	28	\$8,200	\$400	\$8,600
Task 1.3 Project Meetings	6	14	0	14	6	0	8	4	4	52	\$13,700	\$800	\$14,500
Task 1.4 Quality Control	0	0	24	0	0	0	0	0	0	24	\$8,600	\$400	\$9,000
Task 2.1 Data Collection and System Inventory	4	8	0	24	46	0	34	0	0	116	\$26,500	\$1,700	\$28,200
Task 2.2 Survey	0	2	0	4	8	0	6	0	0	20	\$4,500	\$3,700	\$8,200
Task 2.3 CCTV Inspection of City Pipelines	0	2	0	6	6	30	6	0	0	50	\$12,900	\$37,500	\$50,400
Task 2.4 Condition Assessment Technical Memorandum	2	4	4	4	4	14	4	6	6	46	\$11,900	\$700	\$12,600
Task 2.5 GIS Database Updates	0	2	0	4	16	0	38	0	0	60	\$11,700	\$900	\$12,600
Task 3.1 Basin/Hydrologic Parameter Development	0	4	0	24	70	0	20	0	0	118	\$26,800	\$1,800	\$28,600
Task 3.2 Hydraulic Model Development	0	4	0	36	84	0	6	0	0	130	\$30,900	\$2,000	\$32,900
Task 3.3 Hydraulic Model Validation	0	2	0	6	16	0	0	0	0	24	\$5,900	\$400	\$6,300
Task 3.4 Flow Monitoring Program	0	0	0	8	12	0	4	0	0	24	\$5,500	\$52,900	\$58,400
Task 3.5 Hydraulic Model Calibration	0	4	0	10	32	0	4	0	0	50	\$11,800	\$800	\$12,600
Task 3.6 Climate Change Analysis	0	2	0	14	24	0	0	0	0	40	\$9,800	\$600	\$10,400
Task 3.7 System Evaluation of City Infrastructure	0	0	0	12	36	0	8	0	0	56	\$12,700	\$800	\$13,500
Task 3.8 Hydraulic Model Development and Evaluation Technical Memorandum	2	4	4	10	20	0	4	6	0	50	\$12,200	\$800	\$13,000
Task 4.1 Develop Recommended Improvements	0	2	0	20	40	0	12	0	0	74	\$17,100	\$1,100	\$18,200
Task 4.2 Preliminary Engineering for Recommended Alternatives	0	4	0	20	40	0	8	0	0	72	\$17,000	\$1,100	\$18,100
Task 4.3 Develop CIP	0	4	0	18	36	0	24	0	0	82	\$18,300	\$1,200	\$19,500
Task 4.4 CIP Technical Memorandum	2	4	4	10	24	0	4	6	0	54	\$13,100	\$800	\$13,900
Task 5.1 East Lathrop Stormwater Master Plan Report	4	8	10	24	52	6	8	12	0	124	\$30,500	\$1,900	\$32,400

**Notes:**

- (1) Other direct expenses include mileage travelling to/from meetings at IRS Federal Rate, reproduction at cost plus 5%, and Project Equipment and Communication Expense billed at \$15.00 per hour.
- (2) Subconsultant costs include 5% markup.
- (3) Rates are based on 2024 billing rates; this will be updated when 2025 Fee Schedules become available.

# Scope of Work

# Scope of Work

## **TASK 1: PROJECT MANAGEMENT AND QUALITY CONTROL**

### *Task 1.1 Project Administration and Schedule*

To help monitor and maintain a timely project, monthly schedule updates will be provided to the City electronically. Carollo will prepare monthly project status reports, which will be submitted along with the monthly invoices. Our project status reports will summarize the following:

- Description of work completed in reporting period.
- Percentage complete to date by task and subtask.
- Schedule update.
- Budget update.
- Status of deliverables table.
- Data gathering table.
- Action item table.
- List of potential project issues.

### *Task 1.2 Workshops*

The project will be launched at a kick-off workshop between the project team members, where the following will be accomplished:

- Confirm project objectives.
- Discuss involvement and needs from various City departments.
- Review list of data needed for completion of the study.
- Review previous work and studies.
- Document existing conditions and identify known system deficiencies.
- Define project roles and distribute project roster.
- Review schedule.

Three additional workshops are proposed during the project. The first will occur just following the draft existing hydraulic model construction to review still-missing data and initial results. The second will occur following the completion of the existing hydraulic model to present results and go through proposed potential solutions. The third will occur after development of the proposed solutions. Additional workshops will be held if the project would benefit from it.

### *Task 1.3 Project Meetings*

Carollo will work closely and maintain an open line of communication with City staff throughout the duration of the master plan project. Our most direct way to communicate and assist you and your staff will be through bi-weekly meetings throughout the duration of the project. Meetings are scheduled such that they can effectively be used to get input from City staff on the direction of the work, discuss deliverables, and make decisions to stay on schedule.

### *Task 1.4 Quality Control*

This task consists of project QA/QC activities related to the project deliverables. Carollo's project manager, technical advisor, and partner-in-charge will carefully review data and project deliverables to make sure that they meet the strict quality standards of the City and Carollo.

#### **TASK 1 DELIVERABLES**

- » Monthly progress reports and invoices.
- » Workshop presentations, agendas, and minutes.
- » Summary email of biweekly meetings with an ongoing list of action items.

## **TASK 2: SYSTEM INVENTORY AND GIS DATABASE DEVELOPMENT**

### *Task 2.1 Data Collection and System Inventory*

Carollo will perform a thorough reconnaissance and review effort to secure data, input, studies, policies, regulations, and other background materials that will be needed to facilitate the successful completion of the master plan. The City will furnish to Carollo all available studies, reports, and other data pertinent to our services, and we anticipate being entitled to use and rely upon all such information provided by the City or others authorized by the City in performing our services under this work plan.

The objective of this task is to review and assess the quality of available storm drain-related data and identify additional needs. Carollo will not reinvent the wheel, but will inventory and review the appropriate available data from the City. Specific sources of information that will be targeted are:

- The City's existing storm drainage system GIS database, aerial maps, and CAD maps.
- San Joaquin County Storm Drainage Master Plan.
- Draft Storm Drainage Master Plan for the area.

- Capital Facility Plan.
- Existing City drawings, atlas maps, and/or record drawings (where needed).
- Known deficiencies in the storm drain system/flooding locations.
- Review of other relevant City and County maps and studies.

A plan for data collection will be developed in coordination with the City to facilitate the data collection phase, to minimize duplication of efforts between tasks, and to assure that appropriate data sources are investigated.

**Task 2.2 Survey**

Where key data is missing, survey will be conducted to collect and compile the information. For purposes of budgeting, \$35,000.00 has been allocated for Siegfried Engineering, Inc.'s effort.

**Task 2.3 CCTV Inspection of City Pipelines**

The Carollo/National Plant Services Team will conduct Closed Circuit Television (CCTV) of identified City underground pipelines. The system will be inspected in accordance with the National Association of Sewer Service Company's (NASSCO) Pipeline Assessment and Certification Program (PACP).

We will document all observed critical structural damage or blockages, and provide corrections to the storm drain system drawings, as appropriate. For purposes of budgeting, \$35,000.00 has been allocated for National Plant Services' effort.

**Task 2.4 Condition Assessment Technical Memorandum**

Carollo will develop a technical memorandum (TM) summarizing the methodology and results of the condition assessment completed as part of this task. This TM will include maps summarizing the results of the condition assessment and a ranking of the most critical deficiencies identified. Comments received on the draft TM will be incorporated into the draft master plan report (Task 5).

**Task 2.5 GIS Database Updates**

Carollo will update the City's GIS-based database of the City's collection system, including concrete channels, swales, underground pipelines, and manholes. County storm drain infrastructure within the City limits will also be updated in the GIS database. As-built drawings and/or reasonable assumptions will be used to fill in data gaps where needed. Condition information gathered as part of this Task will also

be included. The metadata for the GIS database will also be updated.

**TASK 2 DELIVERABLES**

- » Data collection list (to be updated throughout project).
- » CCTV inspection files, including field reports, photos, and videos.
- » Spreadsheets with compiled condition data.
- » Condition assessment data in format compatible with City's platform.
- » Survey data collected for project.
- » Draft Condition Assessment Technical Memorandum.
- » Updated geodatabase with storm drain system data collected during this project.

**TASK 3: IDENTIFY BASINS, DEVELOP MODELS, & EVALUATE EXISTING HYDRAULIC CAPACITY**

**Task 3.1 Basin/Hydrologic Parameter Development**

Carollo will delineate urban and natural basins with their overall flow paths tributary to the City within the East Lathrop boundary. Existing and proposed land use patterns will be investigated and incorporated where appropriate. Hydrologic parameters will be developed that represent the project conditions.

**Task 3.2 Hydraulic Model Development**

Using the GIS database updated as part of Task 2, Carollo will construct a hydrologic/hydraulic model of the storm drain system using the software approved by the City. The model will include the primary basins, subbasins, and facilities within the City and off-site contributing areas.

The hydrologic model will be prepared pertinent to the selected design storm events. The hydraulic model will be updated based on the information gathered as part of Task 2.

Future land use will be modeled using the City's general land use plan and known planned developments. The results of the analysis of satellite imageries, that is, satellite remote sensing, will be used to model the likely future development conditions based on accurate depiction of the existing development.

**Task 3.3 Hydraulic Model Validation**

Once the hydrologic and hydraulic parameters have been input into the model, Carollo will run at least one historical rainfall event. The hydraulic model will be validated against



historical knowledge of past rainfall event(s) to ensure the model shows flooding in areas known to have flooding. This will be further refined following flow monitoring.

**Task 3.4 Flow Monitoring Program**

Carollo will team with K-Flow Solutions to install temporary flow monitors and analyze collected data within the City’s storm drainage system.

To quantify the distribution of flows within the storm drainage system, K-Flow will implement a flow monitoring program. To have the best chance of capturing wet- and dry-weather flows, a four-week flow monitoring program is recommended. Five (5) sites are proposed; two (2) in residential areas, two (2) in commercial areas, and the fifth based on the results of Task 2.

An allowance of \$50,000 is budgeted for K-Flow’s effort. The flowmeters will be installed at strategic locations throughout the system, with the goal of capturing flows from the major watershed areas of the City.

**Task 3.5 Hydraulic Model Calibration**

Following the flow monitoring period, the data collected will be compiled into spreadsheet format. This data will then be used to verify that the storm water runoff through the City’s storm drainage system during a particular storm is replicated in the City’s storm drainage system model within an acceptable range. Various hydraulic and hydrologic parameters will be adjusted in the model to accomplish this.

**Task 3.6 Climate Change Analysis**

As part of this task, the potential impacts of climate change and potential hydrological intensifications on the storm drain system will be assessed. These impacts will be researched and summarized, documenting the impact of climate change which will be incorporated into the hydrologic/hydraulic model.

**Task 3.7 System Evaluation of City Infrastructure**

Utilizing the built model, Carollo will analyze the City’s existing and future storm drainage system. The model will account for both existing and future land use/zoning/development, hydrologic conditions, runoff rates, and climate change impacts. In addition, a hydraulic and quantitative analysis of the storm drain facilities will be undertaken. The hydraulic model will then be used to identify deficiencies in the existing storm drainage system. Special consideration will be given to those facilities in which known system deficiencies already exist and/or have been targeted by

the City to be modified. Based on the hydraulic model evaluation, Carollo will recommend improvement projects to mitigate the existing system deficiencies.

**Task 3.8 Hydraulic Model Development and Evaluation Technical Memorandum**

Carollo will develop a technical memorandum summarizing the work completed as part of this task, including model development and validation, final planning criteria, and existing and future deficiencies identified. Key assumptions, inputs, utilized data sets, model development and calibration methodology will also be included. Comments received on the draft TM will be incorporated into the draft master plan report (Task 5).

**TASK 3 DELIVERABLES**

- » Watershed hydrology map (hard copy 24x36-inch size) and GIS files.
- » Draft and final flow monitoring report.
- » Spreadsheet with raw flow monitoring data.
- » Final hydraulic model files.
- » Hydraulic model output files.
- » Draft hydraulic model development and evaluations technical memorandum.

**TASK 4: CAPITAL IMPROVEMENTS**

**Task 4.1 Develop Recommended Improvements**

Improvements to City storm drainage facilities necessary to meet existing and future capacity will be identified and verified with the hydraulic model. Project alternatives, when feasible, will be identified and discussed with City staff. Benefits for the selected alternatives will be presented to City staff for review. Proposed improvements will be categorized as high, medium, and low based on the extent and nature of the issues.

**Task 4.2 Preliminary Engineering for Recommended Alternatives**

Upon selection of the recommended alternatives, Carollo will create conceptual drawings of each alternative in a GIS-based format. These drawings will show pipes sizes, materials, and proposed invert elevations. Necessary phasing of alternatives will be noted.

Planning-level cost estimates will be developed utilizing unit costs data provided by the City for similar projects. For purposes of budgeting, it is assumed up to ten (10) Recommended Alternatives will be developed.

**Task 4.3 Develop CIP**

The CIP will be used as a tool for the orderly construction of the proposed improvements. Based on the input, coordination, iterations, and final project phasing, Carollo will develop CIP implementation plans to prioritize the proposed improvement projects, including phasing and estimated timing of the improvements. It should be noted that the CIPs will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments.

The recommended improvement projects will be prioritized and phased based on the City’s goals and objectives. To facilitate the documentation and phasing of improvements, Carollo will prepare a large system map that presents all recommended projects by phase. This map will list project sizes and project IDs that correspond to the project ID in the CIP tables. The CIP tables will list the project ID, location, sizing information, cost estimates, and proposed phasing for each project. We will also prepare detailed project summaries of the recommended CIP projects.

Carollo will review the preliminary recommended improvements with the City in a workshop. The draft CIP will be developed based on feedback received during this workshop.

**Task 4.4 CIP Technical Memorandum**

Carollo will develop a technical memorandum summarizing the work completed as part of this task, including unit cost methodology and assumptions and proposed improvements. This TM will include project detail sheets which will summarize the need for each project, proposed sizing, estimated cost, as well as proposed phasing. Comments received on the draft TM will be incorporated into the draft master plan report (Task 5).

**TASK 4 DELIVERABLES**

- » Draft Capital Improvement Program Technical Memorandum.

**TASK 5: EAST LATHROP STORMWATER MASTER PLAN REPORT**

This task consists of producing a stand-alone document that will serve as the main planning document for the City’s storm drain facilities for the East Lathrop Historic development area. A detailed report outline of the proposed master plan will be submitted to City staff for review and comment prior to the completion of the draft report. The executive summary sections will bring forward the most significant findings of the project. Carollo will submit the draft report

in electronic format. A workshop will be held to discuss the City’s comments on the draft report. The final report will incorporate City staff comments from the reviewed draft report. Up to five hard copies of the final report will be delivered to the City. Electronic copies of the report (pdf and word files) will also be provided to the City.

As part of this Task, Carollo will develop a presentation in collaboration with City staff to communicate the findings to the City Council.

**TASK 5 DELIVERABLES**

- » Draft master plan report (electronic pdf submittal).
- » Final master plan report (five hard copies and electronic pdf/word files).
- » Presentation to City Council.

**OPTIONAL TASK: GRANT AND LOW-INTEREST LOAN RESEARCH AND APPLICATION(S)**

A brief matrix of funding opportunities has been prepared for this proposal. During this optional Task, Carollo would refine the matrix based on discussions with City staff and the recommended solutions. If budget allows, Carollo staff will also prepare up to two (2) funding applications for future projects.

**OPTIONAL TASK DELIVERABLES**

- » Refined funding matrix based on recommended alternatives.
- » Two funding applications for grants or low-interest loans.


**WHY SELECT CAROLLO?**

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**Success Delivered Through Proven Project Leadership.**  
 Our team has over 20 years of experience in providing high-quality stormwater and drainage services.

**Sound Relationships, Fresh Ideas, and Collaboration.**  
 Our collaborative approach fosters strong relationships with clients, streamlining the project process and ensuring successful outcomes.

**Confidence Built Upon a Customized Project Approach.**  
 We have developed an approach that includes site-specific hydrologic modeling and condition assessment, providing a clear path forward for project success.



CITY OF LATHROP / EAST LATHROP STORMWATER MP

# Appendices

- California Stormwater Funding Opportunities

- Resumes

# Appendix

## FUNDING OPPORTUNITIES FOR STORMWATER PROJECTS

### Carollo's Funding and Disbursement Team

As part of our Utility Advisory Services group, Carollo's Funding & Disbursement team offers strategic federal and state funding assistance. Services include funding identification/strategies, low interest loan and grant development, and grant administration support. We provide financial planning and assistance with loans and grants from programs such as, Environmental Protection Agency, U.S. Bureau of Reclamation, U.S. Economic Development Administration, and U.S. Department of Agriculture.

Carollo has a proven track record in providing funding services, helping clients secure more than \$2 billion in low interest loans and grants. These services can help reduce the financial burden of needed stormwater projects on the City of Lathrop and its residents.

### Federal and State Grant and Loan Programs

Tables 1 and 2 below include a list of grant and loan programs offered by federal entities and the state of California for flood mitigation, stormwater quality improvement, or stormwater capture projects. The tables include an overview of each applicable funding opportunity and a short description of the next steps to take to apply.

### FEDERAL GRANT AND LOAN PROGRAMS

Program	Agency	Type	Description	Deadline/Next Steps
Water Infrastructure Finance and Innovation Act (WIFIA)	U.S. Environmental Protection Agency (EPA)	Loan	<p>The WIFIA program provides low cost, flexible loans for water infrastructure projects, including stormwater projects. Loan funds may be used to cover project design, planning, construction, land acquisition, and more.</p> <p>The program can provide up to 49% of the total project cost with a maximum loan term of 35 years from substantial project completion. Eligible projects are those that cost more than \$20 million (or more than \$5 million for small community projects, which are communities with a population under 25,000 people).</p>	<p>Applications are accepted on a rolling basis until funding is depleted or a new announcement of funding ability is announced. Begin by submitting a letter of inquiry.</p> <p><a href="#">WIFIA Website</a></p>
Building Resilient Infrastructure and Communities (BRIC) Program	Federal Emergency Management Agency (FEMA)	Grant	<p>BRIC is a FEMA pre-disaster hazard mitigation program to incentivize new, innovative, large infrastructure projects that build resilient communities and reduce risks from hazards such as wildfires, drought, hurricanes, earthquakes, extreme heat, and flooding. The most recent funding cycle (FY23) had a per project maximum of \$50 M. FEMA grants money to states and the state agency may then subgrant those awards to eligible projects within the state.</p> <p>In California, the BRIC funding is administered by the California Governor's Office of Emergency Services.</p>	<p>This opportunity is currently closed. They will be posted on the website below when they open.</p> <p><a href="#">BRIC   California Governor's Office of Emergency Services</a></p>

CITY OF LATHROP / EAST LATHROP STORMWATER MAP

Program	Agency	Type	Description	Deadline/Next Steps
Flood Mitigation Assistance (FMA)	Federal Emergency Management Agency (FEMA)	Grant	<p>FMA is a FEMA program that provides grants for planning and mitigation projects to reduce or eliminate the risk of repetitive flood damage. States manage the application process for these federal funds. Eligible projects include localized flood risk reduction, project scoping, mitigation plans, technical assistance, and management costs. Projects requirements include being located in a participating National Flood Insurance Program (NFIP) community and meeting all environmental and historic preservation requirements. Federal funds will cover up to 75% of the project costs.</p>	<p>Applications accepted by the California Department of Emergency Services. <b>Not currently accepting applications.</b></p> <p><a href="#">Flood Mitigation Assistance   California Governor's Office of Emergency Services</a></p>
Community Project Funding (CPF) & Congressionally Directed Spending (CDS)	U.S. Congress	Grant	<p>CPF and CDS are mechanisms by which members of Congress can request funding for specific projects in their home state that directly serve the public and have been submitted for consideration by state and local government entities and nonprofits to their respective congressman or senators. FY24 awards were announced in early spring 2024. FY25 request deadlines have now closed. Congressional District Representatives may request funding for up to 15 projects in their community under CPF and Senators have more flexibility in the number of CDS requests, although only a handful may be funded overall. Projects with demonstrated community support are typically considered. Overall, earmarked funds are limited to no more than 1% of discretionary spending. State/local match may be required, if approved, distributed as part of the federal appropriations process the next FY (Typically October through September). Funds to be spent within one (1) year.</p>	<p><b>Contact Congressperson:</b>  <a href="#">Josh Harder Appropriations Request   Representative Josh Harder</a></p> <p><b>Congressperson:</b>  <a href="#">John S. Duarte Community Project Funding FY2024   Congressman John Duarte</a></p> <p><b>Contact Senator:</b>  <a href="#">Laphonza Butler Appropriations Requests - Senator Laphonza Butler</a></p> <p><b>Contact Senator:</b>  <a href="#">Laphonza Butler Appropriations - Senator Alex Padilla</a></p>

**STATE GRANT AND LOAN PROGRAMS**

Program	Agency	Type	Description	Deadline/Next Steps
Clean Water State Revolving Fund (CWSRF)	State Water Resource Control Board (SWRCB)	Loan	<p>CWSRF provides low interest loans that can also include loan forgiveness for eligible borrowers. Projects funded by the CWSRF include the construction, repair, or replacement of wastewater treatment facilities, stormwater management systems, and wastewater recycling systems. The CWSRF also supports projects that reduce energy consumption, increase security at publicly owned treatment works, and otherwise help conservation efforts.</p> <p>The loan rate is half of the most recent State GO Bond Rate at the time of approval. Terms are available for up to 30 years. Principal forgiveness (PF) may be available to small, disadvantaged communities.</p>	<p>Applications should be submitted by December 31 of each year to be included on the following year's Intended Use Plan. Projects must be included on the plan to be eligible.</p> <p><u>Clean Water State Revolving Fund   California State Water Resources Control Board</u></p>
Infrastructure State Revolving Loan Fund	IBank – California Infrastructure and Economic Development Bank	Loan	<p>Low-cost financing options for infrastructure projects ranging from \$1-65M. IBank funds a wide range of public development projects including stormwater and flood mitigation. Financing can be used to upgrade current systems.</p>	<p>Preliminary application must be approved before full application can be submitted. Applications are reviewed on a monthly basis.</p>

# Resumes



## Justin Peterson, PE

Justin Peterson has more than 16 years of experience, specializing in planning, design, and construction of water and wastewater infrastructure including wastewater treatment and conveyance; water treatment, supply, and distribution; and storm water conveyance.

### Education

BS Civil Engineering,  
University of the Pacific,  
2008

### Licenses

Professional Engineer,  
California

### Certifications

NASSCO Pipeline  
Assessment and  
Certification Program

NASSCO Manhole  
Assessment and  
Certification Program

NASSCO Lateral  
Assessment and  
Certification Program

Green Building  
Certification Institute,  
LEED Accredited  
Professional

### Professional Affiliations

American Society of Civil  
Engineers

California Water  
Environment Association,  
Northern San Joaquin  
Section (Past President)

### Relevant Experience

→ Project manager for the City of Lathrop, California, ASR Feasibility Study and Design Project. The project included an assessment of ASR feasibility to increase storage and enhance resiliency of the City's water supply portfolio. Project includes design of a 1,500-gpm production well, chemical injection facilities, electrical system improvements, and controls, incorporating a new ASR well within an existing storage tank site.

→ Project manager for the City of Lathrop, California, Well 21 Relocation Project. The project evaluated groundwater quality and wellhead treatment options for replacement of an existing City well. Contaminants of concern included arsenic, magnesium, uranium, nitrate, fluoride, and PFAS. A nested monitoring well was drilled to identify water quality variability in different zones. Considered treatment options included GAC, ion exchange, and biological treatment systems.

→ Project engineer for the City of Tulare, California, Water Storage Tank Improvements. The project involved design of two separate tank sites, each with a 2.0-MG partially buried prestressed concrete reservoir and a 4,200-gpm booster pump station, as well as drilling and equipping of two 1,200-gpm production wells. The project also included installation of an 18-inch storm drain pipeline via horizontal drilling to an existing drainage basin on an adjacent property.

→ Project engineer for the City of Riverbank, California, Well 12. The project involved construction of a 1,500-gpm municipal well, demolition of existing structures, well drilling and equipping, sodium hypochlorite treatment facilities, associated electrical systems and controls, standby generator, equipment building that blended with the surrounding residential area, and an 18-inch storm drain line in an adjacent street.

→ Staff engineer for the City of Lodi, California, G Basin Stormwater Pump Station. Responsible for design of a two-level, 30-cfs stormwater pump station serving an 878-acre watershed.

→ Staff engineer for the City of Sacramento, California, The Rivers Phase II, a 62-acre residential redevelopment. Responsible for execution and analysis of a SWMM model for pre- and post-construction drainage conditions. The project included revising the development storm drainage master plan to reflect updated design criteria and detention basin hydraulics.

→ Project engineer for the City of Fort Bragg, California, Wastewater Treatment Plant Predesign Study for \$10 million of plant improvements. Improvements included storm water handling, headworks expansion, flow equalization and primary clarifier modifications, extended aeration/activated sludge system, conversion of disinfection system to sodium hypochlorite, on-site sodium hypochlorite generation, and mechanical dewatering system replacement. The predesign study also included a hydraulic analysis and evaluation of replacement options for three collection system pump stations.

→ Project engineer for the City of Manteca, California, Wastewater Collection System Master Plan Update. The master plan addressed changes associated with the updated General Plan, revised the buildout trunk sewer alignment to accommodate expanded service areas, identified potential excess capacity and/or capacity limitations in the existing collection system, developed hydraulic models to evaluate interim use of the existing sewer system prior to construction of buildout trunk sewers, and developed a phased capital improvement plan that provided appropriate infrastructure to support growth while remediating existing system deficiencies.



## Justin Peterson, PE

→ Project engineer for the Sanitary District No. 2 of Marin County, California, Sewer Master Plan. Prepared hydraulic models using GIS-based modeling software and utilized dynamic scenarios to assess hydraulic deficiencies. Survey data, flow data, general plan review, and level sensor data were integrated into models to project potential capacity issues. Conducted pump station inspections and review of maintenance reports. Initiated asset management concepts regarding levels of service, criticality, and condition assessment. Information was integrated into a capital improvement plan.

→ Project manager and lead project engineer for the Sanitary District No. 2 of Marin County, California, Sewer System Condition Assessment Program. Coordinated with the CCTV inspection contractor on field inspections for 45 miles of pipelines and 1,600 manholes. Utilized information management software and synthesized observations from videos and field logs in a central database. Generated PACP Structural and O&M Ratings for sewer facilities and utilized ratings to prioritize repair and rehabilitation projects for annual sewer master plan updates. Coordinated updates to the GIS database and revised the collection system hydraulic model to reflect field conditions.

→ Project engineer for the City of Angels Camp, California, Wastewater Master Plan. Reviewed GIS, treatment plant flow, and population data to develop wastewater generation factors for use in updating the City's hydraulic model and identifying capacity issues for existing and buildout conditions. Prepared a recommended list of capital improvements and developed a phased capital improvement program. Provided rationale for allocation of capital costs between existing rate payers and future developments.

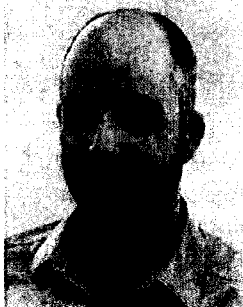
→ Project engineer for the City of Patterson, California, Wastewater Master Plan. The project involved development of a calibrated steady-state hydraulic model in support of an overall master plan. The project included review of record drawings, GIS data, and flowmeter data to derive existing collection system characteristics and develop wastewater generation rates, peaking

factors, and inflow/infiltration quantities based on land use. The project also involved analysis of multiple flow-routing alternatives to serve future large-scale commercial and residential development.

→ Mechanical engineer for the American Valley Community Services District, California, Wastewater Treatment Plant Improvements. The project includes headworks upgrades, secondary treatment system upgrades (nitrification-denitrification), new effluent pipeline to an existing outfall, ancillary pumping stations, solids digestion and dewatering facilities, new electrical service and backup power provisions, new motor control centers, and SCADA improvements to accommodate new facilities.

→ Project engineer for the Sacramento Area Sewer District, California, Sailor Bar Pump Station Replacement. The project involved replacement of a wet-pit/dry-pit wastewater pump station with a new submersible station. A configuration of two separate wet wells and four pumps (two duty, two standby) was selected to increase operational redundancy in an environmentally sensitive location. Other challenges included liquefiable soils, high turndown ratios between average and peak flows, dual force mains, transient surge protection, raising the site out of the 100-year floodplain, and construction sequencing to limit bypass pumping requirements.

→ Project engineer for the City of Sacramento, California, Basin G304/G305 Hydraulic Model Development. Responsible for development, calibration, and analysis of a GIS-based hydraulic model for two major sanitary sewer collection system basins. Model development included review of flow monitoring data and establishment of wastewater generation rates and rainfall dependent inflow/infiltration estimates for fourteen sub-basins within the overall basin system. The project involved creation of a hydraulic model development manual for the City to utilize and maintain consistency with all future sub-basin modeling exercises.



## Ryan F. Orgill, PE

Ryan Orgill has 18 years of experience in master planning, hydraulic modeling, sewer system management planning, urban water management planning, and geographic information systems (GIS). He serves as Carollo's companywide lead for sewer system modeling, calibration, and system analysis and specializes in creating and calibrating hydraulic models, developing analysis criteria, and evaluating existing water systems. In addition, Ryan developed Carollo's means and methods for sewer system planning that have been adopted company-wide and is an expert in delivering projects that incorporate all critical elements of collection system capital program needs.

### Education

BS Civil Engineering,  
California State  
University, Fresno, 2006

### Licenses

Civil Engineer, Nevada,  
California

### Professional Affiliations

American Water Works  
Association

California Water  
Environment Association  
– Central San Joaquin  
Section

### Relevant Experience

→ Project engineer for the City of Tulare, California, Storm Drainage System Master Plan. Responsible for hydraulic model creation, development of analysis criteria, evaluation of the existing storm drain collection system, development of improvement projects to mitigate existing deficiencies and serve future growth, and development of a staged capital improvement plan.

→ Project engineer for the City of Turlock, California, Sanitary Sewer and Storm Water Master Plans. Responsible for overseeing the construction of the City's sewer and storm drainage system hydraulic models. The City's sewer collection system includes numerous direct storm drainage connections to the sewer system in the City's downtown area. As part of the analysis, several improvement alternatives were considered to alleviate capacity deficiencies in most of the sewer collection system in the downtown area, including replacing existing sewer pipelines with larger diameter sewers or removal of the direct storm drainage connections to the sewer. Costs associated with each alternative were prepared and presented to City staff, along with the pros and cons of each approach. Ultimately, the City's preferred alternative was to segregate the sewer and storm drainage collection systems. Preferred improvements to the sewer and storm drainage systems were incorporated into the Sanitary Sewer and Storm Water Master Plan reports.

→ Staff engineer for the City of Galt, California, Storm Drainage System Master Plan. Responsible for development of capital improvements to the storm drainage system in order to serve future growth within the study area, assistance with preparation of the Master Plan report, and development of a staged capital improvement plan.

→ Project manager for the Storm Drainage System Master Plan, City of Pacifica, CA.

→ Staff engineer for the City of Hughson, California, Storm Drainage System Master Plan. Responsible for recommending future improvements using InfoSWMM® hydraulic modeling software to account for future growth of the City, development of a staged capital improvement program, and assistance with preparation of the Master Plan report.

→ Project manager for the University of California, Santa Cruz, Sewer Meter Replacement Evaluation and Plan. The project includes development of alternatives to replace the sewer meter vault.

→ Project engineer for the City of Morro Bay, California, OneWater Morro Bay Plan. Responsible for overseeing the development of hydraulic models of the water distribution, sewer collection, and storm drainage systems. Improvement projects and a capital improvement plan were developed to mitigate capacity deficiencies.

→ Project manager for the Padre Dam Municipal Water District, California, 2020 Comprehensive Facilities Master Plan Update. This integrated master plan involves updating the District's water, wastewater, and recycled water infrastructure. The project includes (recycled) water demand/sewer flows forecasting, water supply analysis, hydraulic modeling updates for the water and recycled water systems, development and calibration of a new sewer model, and field condition assessment of key facilities with operations staff.

→ Project engineer for the City of Tulare, California, Sewer, Water, and Storm Drainage Master Plans and Sewer System Management Plan. Tasks included creation and calibration of a dynamic hydraulic sewer



## Ryan F. Orgill, PE

system model to evaluate flow monitoring data, development of flow routing criteria, and evaluation of the existing sanitary sewer system to mitigate deficiencies and serve future growth.

→ Staff engineer for the City of Galt, California, Wastewater Collection, Water Distribution, and Storm Drainage Master Plans. Responsible for calibration of the hydraulic computer model to both dry weather and wet weather conditions, assistance with preparation of the Master Plan report, and development of a staged capital improvement plan for the City.

→ Project manager for the City of St Helena, California, Integrated Utilities Master Plan.

→ Project manager/project engineer for the Padre Dam Municipal Water District's 2001 Integrated Facility Plan that addressed water, wastewater, and recycled water needs through 2020.

→ Project manager for the City of Scotts Valley, California, Sewer Master Plan. As part of the project, Carollo developed a collection system hydraulic model of the City's sewer system and conducted a capacity analysis of the system under existing and future flow conditions.

→ Project manager for City of Chino Hills, California, Citywide Wastewater Master Plan Update. This ongoing project will update and evaluate the City's wastewater collection system hydraulic model. The project scope also included coordinating with a pipe inspection contractor to inspect up to 20 miles of pipeline.

→ Project engineer for the City of Hughson, California, Sewer System Management Plan, which was developed as part of the City's Water, Sewer, and Storm Drainage Master Plan project. The project involved development of many of the SSMP elements, including a system evaluation and capacity assurance plan, overflow emergency response plan, and a fats, oils, and grease control plan.

→ Staff engineer for the City of Galt, California, Storm Drainage System Master Plan. Responsible for development of capital

improvements to the storm drainage system to serve future growth within the study area, assistance with preparation of the Master Plan report, and development of a staged capital improvement plan.

→ Staff engineer for the City of Hughson, California, Storm Drainage System Master Plan. Responsible for recommending future improvements using InfoSWMM® hydraulic modeling software to account for future growth of the City, development of a staged capital improvement program, and assistance with preparation of the Master Plan report.

→ Project manager for the University of California, Santa Cruz, Sewer Meter Replacement Evaluation and Plan. The project includes development of alternatives to replace the sewer meter vault.

→ Project engineer for the City of Morro Bay, California, OneWater Morro Bay Plan. Responsible for overseeing the development of hydraulic models of the water distribution, sewer collection, and storm drainage systems. Improvement projects and a capital improvement plan were developed to mitigate capacity deficiencies.

→ Project engineer for the City of Porterville Integrated Master Plan for water, wastewater, and storm drainage. The wastewater element also included an evaluation of the condition of the wastewater treatment plant. Carollo conducted a water demand analysis by looking at historical water production and consumption data as well as conducting an evaluation of per capita consumption.

→ Hydraulic modeling lead for the City of Modesto, California, Wastewater Collection System Master Plan. The hydraulic model was originally constructed in H2OMap Sewer as part of the previous master plan. In advance of the wastewater collection system master plan update, the City contracted with Carollo to convert the hydraulic model from H2OMap Sewer to the more advanced InfoSWMM platform.



## Timothy J. Loper, PE

**Timothy Loper** has 21 years of experience in wastewater collection system modeling, water distribution system modeling, water system feasibility studies, wastewater treatment facilities planning, and infrastructure master planning. He is Carollo's Infrastructure Master Planning Services Lead and has served as project manager and/or project engineer for more than 90 water, wastewater, stormwater, and/or recycled water master plans and modeling projects, with a focus on helping agencies develop capital improvement programs that help prioritize rehabilitation and replacement projects, as well as integrate capital with inspection and funding prioritization.

### Education

MS Environmental Engineering, University of California, Berkeley, 2005

BS Civil Engineering, California State University, Fresno, 2003

### Licenses

Civil Engineer, California, Nevada

### Professional Affiliations

Nevada Water Environment Association

American Water Works Association

### Relevant Experience

→ Project manager for City of Tulare, California, Sewer, Water, and Storm Drain Master Plans and Sewer System Management Plan. The project developed master planning documents for infrastructure improvements to serve rapid growth within the City. Responsible for coordination of the water, sewer, and storm drain computer models that integrate GIS databases into the modeling platform. The wastewater collection system included industrial and domestic collection systems with separate treatment facilities. The storm drain task required coordination with the Tulare Irrigation District for discharge of storm water from the City's drainage facilities.

→ Project manager for the City of Turlock, California, Sanitary Sewer, and Storm Water Master Plans. Responsible for overseeing construction of the City's sewer and storm drainage system hydraulic models. The sewer collection system includes numerous direct storm drainage connections to the sewer system in the City's downtown area. Several improvement alternatives were considered to alleviate capacity deficiencies in much of the downtown sewer collection system, including replacing existing sewer pipelines with larger diameter sewers or removing the direct storm drainage connections to the sewer. Costs associated with each alternative were prepared and presented to City staff, along with the pros and cons of each approach. Ultimately, the City's preferred alternative was to segregate the sewer and storm drainage collection systems. Preferred improvements to the sewer and storm drainage systems were incorporated into the Sanitary Sewer and Storm Water Master Plan reports.

→ Principal-in-charge for the City of Porterville Integrated Master Plan for water, wastewater, and storm drainage. The wastewater element also included an evaluation of the condition of the wastewater treatment plant. Carollo conducted a water demand analysis by looking at historical water production and consumption data as well as conducting an evaluation of per capita consumption.

→ Project engineer for the City of Morro Bay, California, OneWater Morro Bay Master Plan. The project included water system field data gathering (pressure logger installation, SCADA system data gathering, and fire flow test data). That information, combined with the City's GIS and as-built drawings, was used to develop dynamic hydraulic (water and sewer) and hydrologic (stormwater) models for those systems. The calibrated models were used to evaluate each system under current and future scenarios. Based on the evaluation, deficiencies were identified and associated improvements necessary to eliminate these deficiencies were determined.

→ Project engineer for the East Bay Dischargers Authority (EBDA), California, System Flow Master Plan. The project involved construction of a hydraulic model of the EBDA system that incorporated influent flows from member agencies. Member agencies include the City of San Leandro, Union Sanitary District, City of Hayward, Livermore Amador Valley Water Management Agency, and Oro Loma Sanitation District. Responsible for analysis of historical rainfall events over the EBDA service area to determine calibration storm events and design storm frequency for analysis of system capacity. Also oversaw the hydraulic model construction and development of short and



## Timothy J. Loper, PE

long-term standard operating procedures for system operation during wet weather events.

→ Project manager for El Toro Water District Master Plan Update, El Toro, California. The project includes the development and calibration of water and sewer hydraulic models, development of CIP, and a master plan report. The water system evaluation includes an energy evaluation, water quality evaluation, and impact of new facilities on the water system.

→ Project manager for the El Dorado Irrigation District, California, Integrated Water Master Plan Update. Carollo worked closely with District staff to update the existing hydraulic model in InfoWater. A significant amount of data scrubbing was needed to create a hydraulic model that accurately represents the existing system and its performance. Portions of the system are isolated from the main system, while other systems are fed off two main transmission mains that are more than 25 miles long. Carollo created a water system schematic of the entire water system so all facilities are properly represented in the model.

→ Project engineer for the City of Modesto, California, Wastewater Collection System and Treatment Master Plan Update. Responsible for construction of the wastewater collection system hydraulic computer model using the City's existing maps and GIS database. Also responsible for collection system analysis to determine appropriate flow monitoring locations and sewer basin determination and assistance with the collection system condition assessment. Performed GIS data verification and updated existing data-bases to reflect current conditions. These responsibilities required the application of GIS and hydraulic modeling software.

→ Quality control engineer for the Padre Dam Municipal Water, California, 2015 Comprehensive Master Plan. This integrated master plan involved the District's water, wastewater, and recycled water infrastructure. The project included potable and recycled water demand and sewer flows forecasting, water supply analysis, hydraulic model updates for water and recycled water

systems, development and calibration of a new sewer system model, and field condition assessment of key facilities. In addition, the feasibility of the wastewater plant expansion for an indirect potable reuse project was evaluated. Findings were incorporated in a comprehensive capital improvement plan and water master plan report.

→ Project manager for the Integrated Utility Master Plan, City of St. Helena, California. Developed a 20-year CIP and operational, business process, and asset management recommendations.

→ Project manager/project engineer for the Oyster Point Business Park Redevelopment Environmental Impact Report Utility Study. Responsible for day-to-day project management and client contacts, technical direction, and analysis. Used the existing sewer system model developed as part of a previous project to determine impacts to the sewer system. Directed the analysis of the impacts on the existing storm drainage system and determined the requirements of the NPDES Provision C3 that specifies storm drainage requirements during and after redevelopment projects are implemented. Conducted a study of water supply issues related to the San Francisco Public Utilities Commission and interim supply limitations on wholesale customers and how they affect water providers in the San Francisco Bay Area.

→ Collection system lead for the City of Grand Junction, Colorado, Persigo Wastewater Treatment Plant Master Plan Development. The project involved development of a flow monitoring program to collect data on system flows and calibrate them to wet weather system response. Carollo developed an InfoSWMM model based on the City's GIS. Responsible for scope development, quality control, and review of deliverables.

→ Performed engineering tasks for several other projects in California, including the City of Gilroy Water, Wastewater, and Storm Drainage Master Plans; City of Hanford Urban Water Management Plan; and City of Pleasanton Wastewater Collection System Master Plan.





## Caroline J. Burger, PE

**Caroline Burger** has 23 years of experience in water resources engineering working with public and private clients. Her expertise includes urban hydrologic, hydraulic, and nonpoint source pollution modeling; stormwater utility development; and program management. Her experience also includes stormwater quality facility design, such as water quality ponds, biofilters, engineered vegetated swales, and other green infrastructure practices. She has developed municipal stormwater management plans and stormwater utility studies. She has also conducted hydrologic, hydraulic, and scour analyses of existing and proposed structures and floodplains using software, such as XP-SWMM 1D/2D, PC-SWMM 1D/2D, InfoSWMM 1D/2D, EPA-SWMM, Flo-2D, and HEC-RAS 1D/2D. Caroline is well versed in several software programs and is a co-developer of WinSLAMM and WinDETPOND software.

### Education

MS Civil and Environmental Engineering, University of Wisconsin, 2001

BS Civil and Environmental Engineering, University of Wisconsin, 2000

### Licenses

Professional Engineer, Wisconsin

### Professional Affiliations

Water Environment Federation

Technical Conference Stormwater Symposium Co-Chair

Technical Conference Workshop Stormwater Liaison

Stormwater Committee

American Public Works Association

Wisconsin Chapter Water Resources Chair

Engineers Without Borders

### Relevant Experience

→ QA/QC for the Harris County Flood Control District, Texas, Channel Conveyance Improvements along Goose Creek and Stormwater Detention Basin – Phase 1. The goal of the overall project is to improve conveyance along the stream channel. The project includes 1.65 miles of earthen channel improvements within a developing area and two stormwater detention basins that will provide flooding relief and mitigation for any adverse impacts caused by the channel improvements. Carollo's effort includes extensive data collection, hydrologic and hydraulic (H&H) modeling to compare alternatives (HEC-HMS and HEC-RAS 2D), and recommendations for detailed design, among other things.

→ Project manager for the City of Madison, Wisconsin, Spring Harbor Watershed Modeling. The City initiated a comprehensive watershed study program in 2018 following two devastating floods. Spring Harbor was one of the first watersheds studied, starting in 2019. Since the original watershed modeling, various changes have occurred, resulting in the City choosing to update the existing and proposed conditions modeling and revise the selected alternative. Alternatives include both conveyance and water quality infrastructure improvements. The City has in-house computer modeling staff, however, they required additional staff that have watershed planning and stormwater modeling advanced expertise.

→ Modeling lead for the City of Waco, Texas, Brook Oaks Neighborhood Stormwater Master Plan. The goal of the project is to evaluate the causes of flooding

and then develop solutions to reduce flood risk. The neighborhood has a mix of open and closed channel stormwater conveyance. PC-SWMM 1D/2D was selected as the modeling software for the project.

→ Project engineer for projects which involved development of peak flows from the drainage basin(s) to each structure (bridge or culvert or multiple) for various design storm events using several methods (SCS, USGS Regression Equations, Comparison Basin Analysis). WSPRO, HY8, or HEC-RAS models of the stream surrounding the culvert(s) or bridge(s) were developed or revised to evaluate the effect placing a new structure, or replacing a structure, would have on the water surface elevations. Where necessary, temporary structures were sized for large streams for the construction period.

→ Engineer for several projects involving generated hydrologic parameters for existing and/or future conditions and then constructing hydrologic and hydraulic models of the existing stormwater conveyance system. Alternatives were then evaluated to recommend solutions for the areas of concern.

- Project manager and quality control reviewer for the City of Oshkosh, Wisconsin, Gallups/Merritts Creek Watershed Stormwater Management Plan.
- Project manager for the City of Brookfield, Wisconsin, Brookfield Stormwater Management Plan Update.
- Watershed Stormwater Management Plan.



## Caroline J. Burger, PE

### Awards

City of Madison TeamCity Award, Public Works Team – Watershed Study Program, 2022

Wisconsin Chapter American Public Works Association Project of the Year, Emergency Infrastructure Upgrades – Waite Circle Culvert Improvements, 2020

National Public Works Association Project of the Year Emergency Infrastructure Upgrades – Waite Circle Culvert Improvements, 2020

### Other

#### Accomplishments

Lead contributor for the Water Environment Federation's *Stormwater, Watershed, and Receiving Water Quality Modeling* publication.

- Project manager and quality control reviewer for the City of Oshkosh, Wisconsin, West Snell Road Stormwater Analysis.

- Lead engineer for the City of Appleton, Wisconsin, Spartan Avenue Stormwater Management Plan.

- Project manager and quality control reviewer for the City of Oshkosh, Wisconsin, Fernau Avenue Stormwater Study.

- Project engineer for the City of Appleton, Wisconsin, Citywide Storm Water Management Plan.

- Project engineer for the City of Platteville, Wisconsin, Storm Water Plan and Utility.

- Project engineer for the City of Waupun, Wisconsin, Stormwater Management Plan.

- Project engineer for the City of Madison, Wisconsin, Lower Badger Mill Creek Stormwater Management Plan.

→ Project manager and engineer lead for the City of Brookfield, Wisconsin, Stormwater Management Plan Update. Caroline managed and led the technical effort to update water quality modeling for the City's stormwater management plan. The previous planning effort focused on meeting the requirement to reduce total suspended solids by 40 percent from existing developed areas. This plan update updated the previous effort and also included an analysis to meet the waste load allocations for the City's five reachsheds assigned by the Milwaukee River Total Maximum Daily Load (TMDL). The project included pollution analysis of conditions without any stormwater control measures, with existing stormwater controls measures, and with proposed stormwater control measures. The City has a unique circumstance such that part of the City discharges to streams with a current TMDL and the other part discharges to streams without a TMDL at this time. A city-wide hydrologic and hydraulic model was also developed as part of this project to analyzed deficiencies in the capacity of the conveyance system.

→ Project manager and lead engineer for the City of Wausau, Wisconsin, Stormwater Management Plan Update. Caroline managed and led the technical effort to update the City's stormwater management plan. The previous planning effort focused on meeting the requirement to reduce total suspended solids by 40 percent from existing developed areas. This plan updated the previous effort and also included an analysis to meet the waste load allocations for the City's six reachsheds assigned by the anticipated Wisconsin River Total Maximum Daily Load.

→ Project manager and lead engineer for the City of Stevens Point, Wisconsin, Stormwater Management Plan Update. Caroline managed and led the technical effort to update the City's stormwater management plan. The previous planning effort focused on meeting the requirement to reduce total suspended solids by 40 percent from existing developed areas. This plan update updated the previous effort and also included an analysis to meet the waste load allocations for the City's five reachsheds assigned by the anticipated Wisconsin River Total Maximum Daily Load.

→ Lead engineer for the City of Beloit, Wisconsin, Stormwater Management Plan Update. Caroline led the technical effort to update the City's stormwater management plan. The previous planning effort focused on meeting the requirement to reduce total suspended solids by 40 percent from existing developed areas. This plan updated the previous effort and also included an analysis to meet the waste load allocations for the city's two reachsheds assigned by the Rock River Total Maximum Daily Load.

→ Project manager and lead engineer for the City of Janesville, Wisconsin, Stormwater Management Plan Update. Caroline managed and led the technical effort to update the City's stormwater management plan. The previous planning effort focused on meeting the requirement to reduce total suspended solids by 40 percent from existing developed areas. This plan updated the previous effort and also included an analysis to meet the waste load allocations for the City's seven reachsheds assigned by the Rock River Total Maximum Daily Load.





# Riya Jadhav

Riya Jadhav joined Carollo in February 2024 and has been working on water resources projects. She has assisted with water supply planning by supporting engineering services related to water availability and distribution modeling, floodplain modeling, hydrologic and hydraulic modeling, alternatives analysis, and WAM system operations modeling. She has also developed planning area descriptions, water supply analyses, identified water needs, potentially feasible WMS, evaluated and recommended WMS, drought response, public participation, and plan adoption. In addition, Riya has experience working on various elements of stormwater management, master planning, and one water planning projects.

## Education

BS Civil Engineering, Vellore Institute of Technology, 2022

MS Civil and Environmental Engineering, University of Illinois Urbana-Champaign, 2023

## Licenses

TBD

## Certification

TBD

## Professional Affiliations

Texas Floodplain Management Association  
Water Environment Federation

## Relevant Experience

→ Staff professional for the Cedar Bayou Regional Detention and Channel Improvements Upstream of FM 1960, Harris County Flood Control District, Texas. The intent of the project is to reduce flood risks in the Cedar Bayou channel north of FM 1960, which mostly reside in Liberty Cnty. Current conditions suggest the channel is unable to contain even the two-year storm event at the FM 1960 crossing. The project includes developing, analyzing, and providing a 30% plan set for a project that will improve conveyance along Cedar Bayou and add detention to reduce the impact of flood events.

→ Staff professional for the One Water Plan, City of Palo Alto, California. The focus of this plan is the development of a climate change-resilient water supply strategy with a diversified supply portfolio to reduce the City's current dependence on 100% imported water from the San Francisco Public Utilities Commission. The project involved the identification, screening, and evaluation of 25 supply options into four supply portfolios. We developed a custom Excel tool to conduct multi-criteria analysis under various hydrologic scenarios.

→ Staff professional for the 2026 Region D Regional Water Planning, Northeast Texas Municipal Water District, Texas. This effort is part of the ongoing process of developing long-term regional water plans, which are an integral part of the State Water Plan. Project tasks involved formulating the description of the planning area and conducting analyses of water supply and needs. In addition, contributed to the identification of potentially feasible WMS, unique stream segments, and reservoir sites. Took part in the development of regional legislative poli-

cies, encouraged public involvement, and had a role in the implementation of plans.

→ Staff professional for the Brazos G 2026 Regional Water Plan, Brazos River Authority, Texas. This effort is part of the ongoing process of developing long-term regional water plans, which are an integral part of the State Water Plan. Project tasks involved formulating the description of the planning area, and conducting analyses of water supply and needs. In addition, contributed to the identification of potentially feasible WMS, unique stream segments, and reservoir sites. Took part in the development of regional legislative policies, encouraged public involvement, and had a role in the implementation of plans.

→ Staff professional for the 2026 Region E Water Plan, Rio Grande Council of Governments, Texas. This effort is part of the ongoing process of developing long-term regional water plans, which are an integral part of the State Water Plan. Project tasks involved formulating the description of the planning area, and conducting analyses of water supply and needs. In addition, contributed to the identification of potentially feasible WMS, unique stream segments, and reservoir sites. Took part in the development of regional legislative policies, encouraged public involvement, and had a role in the implementation of plans.

→ Staff professional for the System Operating Permit – Phase 1, Tarrant Regional Water District, Texas. The Carollo team was responsible for managing the evaluation of the potential benefits and feasibility of system operations. They also led the development of analyses of alternative operations in a permitting context, using the WAM as a front-end for RiverWare applications. Performed the evaluation of the existing TRWD system and WAM system operations model.







## Thomas L. Wong, EIT

Thomas Wong started work at Carollo Engineers in November 2020 as an engineering intern and began working as a staff professional in July 2022. His relevant courses include fluid mechanics, mechanics of materials, probabilistic systems analysis, civil infrastructure, engineering design and problem solving, special data analysis, and static. Thomas has performed work on several pump station design projects, as well as pilot projects.

### Education

BS Civil Engineering,  
University of California,  
Davis, 2022

### Licenses

Engineer-in-Training,  
California

### Relevant Experience

→ Staff professional for the City of Roseville, California, Dry Creek Wastewater Treatment Plant Foul Air System Replacement Evaluation. The project included analysis of the Dry Creeks foul air system to identify areas of concern and probable fixes to the concerns. Responsible for gathering in field measurements, preparing draft memorandums, and participating in and recording client meetings.

→ Project engineer for the American Valley Community Services District, California, Wastewater Treatment Plant (WWTP) Capacity Assessment. The project involved estimating the flow and load from a planned hospital and evaluating the impact the additional flow would have on the WWTP. After average flow projections were developed, peak wet weather flow projections were estimated using historical peaking factors for the influent flow to the WWTP. A draft technical memorandum was prepared summarizing the results of the assessment. Responsible for gathering data, analyzing historical data, and creating draft the technical memorandum.

→ Staff professional for the City of Chico, California, State Lands Assessment for Diffuser Abandonment. The project involved preparation of an Outfall Integrity Assessment Report and Outfall Removal Workplan for the removal or abandonment of the non-operational outfall from the Chico Wastewater Treatment Plant. Responsible for creating figures for the Workplan, helping the project engineer during preparation of reports, and recording meetings.

→ Staff professional for the Monterey One Water, California, CP330 Monterey Pump Station Upgrades and CP331 Seaside Pump Station Upgrades. The project involved design of upgrades to two existing sewage pump stations. Responsible for coordinating

internal disciplines, assisting the project engineer during design, and creating draft cost estimates.

→ Staff professional for the El Dorado Irrigation District, California, Folsom Lake Intake Improvements. The project involves upgrading the existing raw water pump station. Responsible for coordination and execution of record drawings.

→ Introduction to Engineer Design Interactive Memory Game Project. Collaborated with three class members to create a game using Arduino microcontroller for the University of Davis Betty Irene Moore School of Nursing. Organized multiple meetings through Zoom for the team to remain within the project schedule while remote learning. Programmed an Arduino microcontroller with C++ to create a complex, physically engaging memory game for elders with mental disabilities.

→ Spatial Data Analysis ArcGIS Final Project. Wrote a flood-risk hazard analysis for a Yolo County research paper and presentation using ArcGIS to analyze the danger of flooding in Yolo County. Developed four maps to display the areas of Yolo County with various levels of flood risk and areas where emergency shelters could be installed. Organized and designed a PowerPoint presentation with other teammates to present the collected data and information to a class of peers and teaching assistants.



## Emily Platt

**Emily Platt** is a funding specialist at Carollo with six years of experience. Her expertise includes policy writing, non-profit management, survey design and analysis of data, and stakeholder relations and communications. She works with clients assist in identification of critical and competitive projects and relevant funding programs. She creates funding strategies and writes competitive applications for state and federal grant and loan opportunities. Through her experiences in consulting and working directly with municipalities and districts in various capacities over the last five years she understands the great need utilities face across the nation to make sure they can continue to provide a high level of service and quality of life for their customers and uplift their communities.

### Education

BA in Business  
Administration, Ohio  
Wesleyan University, 2019

### Certification

Ohio State University,  
Inspection and  
Maintenance for  
Stormwater Control  
Measure (#OIM22016)

### Relevant Experience

- Funding support for City of Los Angeles, Bureau of Sanitation, Hyperion 2035 USBR Large-Scale Feasibility Study.
- Funding specialist for El Dorado Irrigation District, California, FEMA Building Resilient Infrastructure and Communities (BRIC) FY23. Emily was responsible for application writing and submission support for water reservoir improvements.
- Funding specialist for Valley Sanitary District, California, Capital Improvement Plan Funding Opportunity Identification and Strategy.
- Funding specialist for the County of Hawaii, Hawaii, Cesspool Conversion Funding Opportunity Identification and Strategy.
- Funding specialist for Puako for Reefs, Hawaii, Cesspool Conversion Funding Opportunity Identification and Strategy.
- Funding specialist for the City of Klamath Falls, Oregon, USBR WaterSMART Planning and Project Design. Emily's responsibilities included grant application writing and submission support and Congressional Direct Spending application writing and submission support for wastewater treatment plant improvements.
- Funding specialist for Santa Clara Valley Water District, California, USBR Desalination and Water Purification Research Program: Research Projects. Emily assisted in grant application writing and submission support for purified water research.
- Funding specialist for Page Utility Enterprises, Arizona, Congressional Direct Spending Application. Emily assisted in

application writing and submission support for intake pipeline and water treatment plant improvements

→ Funding specialist for the Rincon Band of Luiseno Indians, California, EPA Climate Pollution Reduction Implementation Grant Application. Emily provided application writing support for septic to sewer transition project

→ Funding Specialist for Delray Beach, Florida, EPA Community Grants Program, Emily provided application writing support for pump station improvement project.

→ Funding specialist for Brownsville Public Utilities Board, Texas, USBR, Title XVI WIIN Act Application. Emily provided application writing support for water desalination project

→ Funding specialist for the City of Salinas, California Wastewater System Improvements Funding Opportunity Identification and Strategy.

→ Funding specialist for the Colorado River Indian Tribes, Arizona, Wastewater Treatment Plant Improvements Funding Opportunity Identification and Strategy.

→ Funding specialist for Page Utility Enterprises, Arizona, Intake Pipeline and Water Treatment Plant Improvements Funding Opportunity Identification and Strategy.

→ Funding specialist for the City of Camas, Washington, PFAS Treatment Funding Opportunity Identification and Strategy.

→ Funding specialist for the City of Cedar Rapids, Iowa, Wastewater Treatment Plant Green Hydrogen Implementation

## Emily Platt

Assessment Funding Opportunity Identification and Strategy.

→ Funding specialist for Eagle River Water and Sanitation District, Colorado, Wastewater Improvements Funding Opportunity Identification and Strategy.

→ Funding specialist for Scottsdale Water, Arizona, Recycled Water Funding Opportunity Identification and Strategy.

→ Funding specialist for Salt Lake City Department of Public Utilities, Utah, PFAS Treatment Funding Opportunity Identification and Strategy.

→ Funding specialist for Franklin County, Texas, Dam Rehabilitation Funding Opportunity Identification and Strategy.

→ Funding specialist for the City of Thornton, Colorado, PFAS Treatment Funding Opportunity Identification and Strategy.

→ Funding specialist for South Adams County Water and Sanitation District, Colorado, Wastewater Improvements Funding Opportunity Identification and Strategy.

→ Funding support for the City of Buena Ventura, California, VenturaWaterPure USBR Large-Scale Feasibility Study Update. Emily assisted with support and coordination with USBR through to final feasibility study approval.

→ Funding support for Brownsville Public Utilities Board, Texas, USBR Title XVI WIIN Act Desalination Feasibility Study.

→ Founder of EM Consulting Services LLC, Mount Vernon, Ohio. While with EM Consulting Services Emily focused on review, research, creation, and improvement of zoning codes, stormwater regulations, water and wastewater regulations, utility rates, and annual budgets. She assisted in grant writing and management throughout award periods for federal and state grants for stormwater, water, wastewater, urban forestry, and infrastructure improvements, as well as assisted in correspondence with key stakeholders and community members. Emily managed projects ranging from focused research, document organization

and tracking, implementation of plans and improvements, and intern cohorts. She facilitated strategic sessions, research review, brainstorming workshops, and budgetary and City Council discussions.

→ Board president for Community Roots, Mount Vernon, Ohio. Community Roots is a volunteer-based nonprofit that's primary focus is to provide horticultural and agricultural rehabilitation programs for their county. Emily was responsible for assisting in grant writing and management throughout award periods for federal and local grants including the USDA F2S program, urban farming, and accessibility improvements.

→ Analyst for Artemis Connection, Seattle, Washington. Artemis Connection is a strategic consulting firm that partners with clients to build executable strategies through leveraging client strengths. Emily developed company-wide objective, goal, strategy, and metric plans, as well as multi-year growth strategies. She also gained experience managing an internal diversity, equity, and inclusion project team, as well as intern staff. She managed HR, Finance, and Operations teams during implementation periods for mergers and acquisitions, updated pricing strategies, interviewed stakeholders for company culture analyses, and facilitated and assisted client workshops while keeping DEI top of mind.

→ Learning and development intern for Worthington Industries, Worthington, Ohio. Worthington Industries is a steel processing manufacturing company. Emily was responsible for data validation, gap analysis for financial understanding across the company and creation of a "Business Basics" program, and baseline research for new learning and development programming.



## Jackie M. Silber, GISP

**Jackie Silber** is a geographic information systems (GIS) lead with 21 years of professional experience in GIS and technical training. Her experience includes geospatial GIS analysis for water resource planning, environmental remediation sampling, and demographic forecasting projects. Her GIS skills focus on geodatabase design and optimization, manipulation and conversion of projections, CAD and KML to GIS conversion, spatial analysis, automation of repetitive analysis using Model Builder and Python, and creation of cartographic figures.

### Education

MGIS, Penn State University, 2017

BA Geography, California State University, Northridge, 2001

AA Geology, Pasadena City College, 1997

### Certifications

Certified Geographic Information Systems Professional (GISP), Geographic Information Systems Certification Institute, 2012

### Relevant Experience

→ GIS specialist for the Stormwater Capture BMP Site Suitability Analysis for the Upper San Gabriel River Enhanced Watershed Management Program, California. Using a uniform grid, performed a multi-criteria decision analysis of valued and binary constraints to identify potential stormwater BMP sites in the Watershed as part of the Los Angeles County MS4 Permit Compliance. The constraints were scored and weighted to rank the locations. Iterative tasks such as classifying the locations were automated using python scripts.

→ GIS Specialist for City of San Diego, California Stormwater Recovery Feasibility Study. Ms. Silber provided geospatial analysis and created figures of 19 preliminary sites selected for stormwater best management practices (BMP). BMP parcel analysis was based on parcel slopes, location in relation to bedrock and groundwater basins, potential for high runoff and proximity to storm water conveyances. Drainage runoff was calculated based on assumed annual precipitation from the Western Regional Climate Center data for San Diego.

→ GIS lead for El Toro Water District Master Plan Update, El Toro, California. The project includes the development and calibration of water and sewer hydraulic models, development of CIP, and a master plan report. The water system evaluation includes an energy evaluation, water quality evaluation, and impact of new facilities on the water system.

→ GIS specialist for OneWater 2050 Plan for the City of South Pasadena, California. Ms. Silber developed figures based on hydraulic modeling results of recommended

fire flow improvements to address deficiencies as well as minimum and maximum pressures throughout the District.

→ GIS specialist for the 2020 Integrated Water Master Plan and Urban Water Management Plan for Padre Dam Municipal Water District, California.

→ GIS specialist for the City of Banning, California. As part of the Integrated Master Plan, Ms. Silber developed figures representing the existing recycled water system as well as the proposed non-potable reuse system.

→ GIS specialist for the Cole Creek CSO 202 and 203 Sewer Separation Projects in Omaha, Nebraska. To estimate the population served by the construction of new storm and sanitary sewers, Ms. Silber assisted with analyzing the 2020 Census population data.

→ GIS Specialist for One Water LA 2040 Plan, California. Ms. Silber created cartographic figures of wastewater and stormwater pumping plant prioritization based on current and/or future climate hazard risks.

→ GIS Specialist for King County Clean Water Program, Seattle Washington. Ms. Silber created figures for the Action Decision Sheet deliverable which includes figures of combined sanitary overflow (CSO) action plan and legacy pollution action locations. The King County sanitary wastewater and stormwater systems are combined and climate changes in rainfall amounts require planning for conveyance system level of service.

→ GIS specialist for the Water Delivery Comprehensive System Assessment and Update, Dallas Water Utilities, Texas. Carollo performed a comprehensive investigation of

## Jackie M. Silber, GISP

projected water demands, aging infrastructure, service reliability, benchmarking, water quality, risk management, and efficiency improvements. The project involved the analysis of many different hydraulic scenarios, predict the consequences, and identify the optimum approach to address those consequences.

→ GIS lead for the Cal Water Strategic Asset Management Plan. Ms. Silber assisted with likelihood of failure and consequence of failure water pipeline analysis to establish asset management procedures for Cal Water's Willows District.

→ GIS specialist for the Hydraulic Model Implementation for Suburban Water Systems in Whittier, California. Ms. Silber created pressure system surface figures to compare water pressure modeling results throughout the system.

→ GIS specialist for the Antelope Valley East Kern Water Agency in Palmdale, California. Ms. Silber consolidated land use patterns and developed water system and capital improvement plan figures.

→ GIS specialist for the 2021 Elsinore Valley Subbasin Groundwater Sustainability Plan. Provided mapping of well monitoring and septic tank conversion priority areas.

→ GIS lead for the City of West Linn Stafford Area Sewer Evaluation. Ms. Silber developed watershed drainage basins based on DEMs to determine the urban reserve areas that could be served by the City's existing sanitary sewer system by gravity.

→ GIS specialist for the 2020 Recycled Water Master Plan update for West Basin Municipal Water District, California. As subconsultant, Carollo conducted a customer survey within multiple jurisdictions to prepare a recycled water demand forecast and update Capital Implementation Plan for Recycled Water Systems. The recycled water model, system analysis, and CIP were updated as part of this project that extends the planning horizon to year 2050.

→ GIS specialist for Long Beach Water Department's West Long Beach Advanced Treated Water Feasibility Study, California. As a subconsultant, Carollo led a team to

evaluate and interview potential recycled water customers that could be served with recycled water or higher quality advanced treated water.

→ GIS acting project manager for the GIS and Hydraulic Model Hosting and Maintenance Services project for Mesa Water District, California. Ms. Silber created five web applications to assist department leads and field crew access and search the District's GIS data. In addition, she worked with the District to develop a customer outage text notification system which allow Operation staff to identify valves that will be out of service. The web app performs a network trace of the customers that will be affected and sends the information to the Public Affairs Department who contact the customers. Provide on-going GIS support to the District for other projects including the annual water loss audit.

→ GIS lead for the Condition Assessment of Buried Water Assets - Metallic Pipe, WSSC Water, Maryland. This project involves the development a condition assessment program for metallic water mains that includes evaluating innovative technologies for water main condition assessment. The program is to provide condition assessment of 75 miles of mains per year in diameters ranging from 6-inch to 96-inch. Integral to the program, is providing the analysis for identifying and prioritizing water mains for assessment as well as integrating the results into WSSC Water's asset management program. Ms. Silber coordinated GIS updates and supported asset management.

→ GIS specialist for the University of California, Irvine, Recycled Water System Analysis and Capital Improvement Program. Ms. Silber worked with hydraulic modelers to illustrate future system pressure deficiencies and pipeline velocities.

→ ArcGIS online administrator for the City of Reno, Nevada, Northwest Model Expansion and Capacity Analysis and Master Plan Story Map project. Ms. Silber created an interactive web-based Story Map to provide access to the proposed CIP projects and modeling results.



**NATIONAL PLANT SERVICES**  
*A Carylon Company*

**JEFF GARCIA**

Industry Tenure  
2002 - Present

Jeff is responsible for supervising all phases of condition assessment projects including oversight and training of office and field staff. Jeff has extensive experience working on Sanitary Sewer Evaluation Study projects throughout the Western United States.

Certification  
NASSCO

Pipeline Assessment

Jeff has over 19 years of sewer inspection experience and has experience in all phases of field evaluations. These include manhole inspections, sewer and storm inspections, flow monitoring, dye-test confirmation, smoke testing, building inspections, cleaning large diameter pipe, GPS surveys and data collection, public relations, field management, quality control and assurance, and safety training. He has his OSHA 10 and 30 Construction Safety Awareness, Medical Services First Aid, CPR and Excavation Safety Training.

30 hour OSHA

10 hour OSHA

Medical  
Services First Aid

CPR

**Relevant Recent Experience**

Confined Space  
Awareness

- Cleaning, Inspecting, and UV Spot Repairs of Truss pipe for San Bernardino County Special Districts.
- Closed-Circuit Televising Services of Sewer Mains and Manholes – Santa Cruz County Sanitation District (Large diameter pipe cleaning and inspection, IBAK SI Manhole MACP Level 2 Inspections)
- City Wide Sewer Line Cleaning, CCTV Inspection and Manhole Inspection – City of San Gabriel, CA (Sewer cleaning and IBAK mainline scanning)
- Large Diameter Storm Drain Rehabilitation – CalTrans, (Large pipe cleaning and inspection)
- Trenchless Sewer Repairs – Coachella Valley Water District (Used Cosmic UV system to install 4' spot repairs)
- Pipe Rehab with Sewer Laterals – LA County Sanitation Districts (dye testing, flow monitoring, cleaning, inspection, lateral bypass)
- 75 Mile Condition Assessment – LA County Department Public Works (Clean and CCTV 75 miles of sewer pipe across multiple cities)
- Sewer System Maintenance - City of Lynwood, CA
- CCTV Inspection, Citywide - City of Arcadia, CA
- Trunk Sewer Condition Assessment, LA County Sanitation District (Floating large trunk lines for cleaning/rehab)
- Sanitary Sewer Overflow Control Program Group 2 – Sewer Rehabilitation – City of Los Angeles, CA

Education  
Bachelor of Arts  
Boston College

## TEAM MEMBER RESUME



# KEVIN GENASCI PLS

## LEAD SURVEYOR | PRINCIPAL

Kevin's clients benefit from his extensive experience in both the field and office. He specializes in surveys to support the design of residential subdivisions, commercial site developments, industrial site developments, and municipal infrastructure projects. His expertise includes topographic surveying and mapping, boundary surveying, construction surveying, site development, and municipal infrastructure design support.

Kevin provides the big picture strategy, planning and execution for the land surveying team and is responsible for the direction and supervision of the survey crews on his project assignments.



## RELEVANT EXPERIENCE

### **CITY OF STOCKTON RWCF OXIDATION PONDS ROAD REPAIR - Stockton, CA**

Siegfried is providing civil and geotechnical engineering, and surveying services for the repair of levee roads located at the Oxidation Ponds at the Stockton Regional Wastewater Control Facility (RWCF). The RWCF oxidation pond system is comprised of three (3) ponds, with each pond being a shallow earth-formed basin. These ponds include various exterior and interior service roads around their respective perimeters. The interior service roads for ponds #2 and #3 are currently in poor condition and will need to be repaired. Siegfried is providing preliminary and final engineering services leading to the completion of construction documents and estimates for formal bidding and construction of the desired improvements.

### **CITY OF PALO ALTO, RESERVOIR, EL CAMINO PARK, LYTTON PUMP STATION & WATER WELL - Davis, CA**

This project is part of the City of Palo Alto's ongoing Emergency Water Supply project which intends to supply water to the City in the event that the reservoir and the SFPUC system are shut down. Siegfried, teaming with CDM Smith, was retained to design and manage the construction of a 2.5 million gallon underground reservoir, install a water well, reconstruct the Lytton Pump Station, and design El Camino Park which sits on top of the underground reservoir. Siegfried provided civil engineering, landscape architecture, permitting, surveying, and architectural review board documentation.

### **CITY OF STOCKTON, ALEXANDRIA & FIVE MILE SLOUGH CULVERT REPLACEMENT - Stockton, CA**

Siegfried provided civil engineering, surveying, and landscape architecture for the culvert replacement at Alexandria and Five Mile Slough. This area, which acts as more of a retention basin, has a long history of failure, as previous clay pipe culverts had been stacked on top of each other before a road had been laid over the top. Siegfried designed a larger box culvert to remedy issues with debris, and improve water flow. As well, Siegfried proposed moving an outdated pump to stimulate more water flow and eliminate hazardous algae blooms and water hyacinth growth. A final step of the process was to establish a traffic plan, as the main road at Alexandria is the main artery to both Lincoln High School and Sierra Middle School.

### **PALO ALTO REGIONAL WATER QUALITY CONTROL PLANT, ADVANCED WATER PURIFICATION SYSTEM - Palo Alto, CA**

Siegfried provided civil consultation, surveying, and landscape architecture for the Palo Alto RWQCP Advanced Water Purification System. This comprehensive site development included a complete topographic survey, landscape basis of design, comprehensive site development, and will include support through construction.

### **RINCONADA WASTEWATER TREATMENT PLANT RELIABILITY IMPROVEMENT PROJECT - Los Gatos, CA**

Siegfried provided landscape architecture and surveying services for the five (5) acre, \$179M WTP Water Treatment Plant, Reliability Improvement project located in the Santa Clara Valley Water District. The new landscape areas of focus included several entry-gate areas, landscape areas adjacent to the flocculation and sedimentation basins, and filter buildings. It also includes the staff courtyard landscaped shade and seating area. Our design principle for this project was to provide effective screening within a few years as well as into the future, without obstructing the neighbor's distant views of the valley. Our technical mandate was to comply with the project Environmental Impact Report (EIR) and MMRP.

## PROFESSIONAL PROFILE

### EDUCATION

#### **Agricultural Systems Management**

California Polytechnic State University, San Luis Obispo, CA

### LICENSE

California Land Surveyor No. 8660

### AFFILIATIONS

California Land Surveyors Association

American Council of Engineering Companies

### AWARDS

#### **City of Stockton, Miner Avenue Complete Streets**

2022 ASCE Regional, Road Project of the Year  
2023 ASCE Region 9, Outstanding Roadway and Highway Project

#### **City of Sunnyvale, Homestead Road Pedestrian & Bicycle Improvements**

American Public Works Association,  
Silicon Valley Chapter, Project of the Year Award 2023

#### **Yerba Buena High School Student Union and Quad Transformation,**

2021 DBIA Regional Project of the Year Award, 2021 DBIA National Best in Process Award; National Chairman's Award; National Award of Excellence; Award of Merit, and LEED Silver

#### **Casa Roble HS Student Union**

2022 DBIA National Merit Award for an Educational Facility, 2021 DBIA Best Regional Project and Design Excellence

### YEARS OF EXPERIENCE

22 - Total | 6 - Siegfried

### CONTACT INFORMATION

3428 Brookside Road  
Stockton, CA 95219

t | 209.943.2021

kgenasci@siegfriedeng.com



CIVIL ■ STRUCTURAL ■ GEOTECHNICAL ■ SURVEY ■ LANDSCAPE ■ PARTNERING

3428 Brookside Road, Stockton, CA 95219 ■ t | 209.943.2021 f | 209.942.0214 ■ siegfriedeng.com

## Kevin Krajewski, PE

**Role:** Project Manager, Data QA/QC Specialist

### Education

B.S., Mechanical Engineering,  
University of California – Davis, 1995

### Registration

Mechanical Engineer, CA (M31744)

### Total Years of Experience

28 years

### Training and Certifications

- Asbestos Awareness
- Confined Space Entry Certified
- First Aid/CPR/AED

### Publications

- “A Baytown Experience: Using Pump Station Wet Wells as Flow Meters,” WEAT Collections Systems and Odor & Corrosion Specialty Conference, 2022 (Jutan, LaTia)
- “You Can’t Squeeze Wine from a Stone: The Success of Napa Sanitation District’s I&I Reduction Program,” WEFTEC Annual Conference, 2017 (Damron A., Winkelman M)
- “Collection System Flow Monitoring Technology at EBMUD,” WEFTEC Annual Conference, 2009
- “Sacramento Regional County Sanitation District Interceptor Sulfide Generation Model,” WEFTEC Annual Conference, 2007
- “Ahead of The Flow,” Public Works Magazine, 2006
- “Oro Loma Sanitary District Bockman Lift Station: Flow Monitoring and I/I Analysis – A Case Study,” CWEA Conference, 2004
- “Cost-Effective Collection System Assessment,” HWEA Collection Systems Conference, 2003

## Professional Summary

Kevin Krajewski is a senior-level project engineer, engineering manager, division manager, practice leader, and respected industry leader for over 28 years. He has served as the QA/QC advisor and data manager, and project manager on hundreds of flow monitoring, smoke testing, and condition assessment projects throughout California and the Western United States.

Kevin’s expertise includes flow monitoring and analysis of inflow and infiltration (I/I) into collection systems, including the development of synthetic I/I hydrographs and estimates of peak wet weather flows for design storm events.

## Relevant Local Experience

### City of Vista Master Plan Flow Monitoring, Vista, CA

Kevin performed analysis for wet weather sanitary sewer flow monitoring services within the City of Vista (City) to establish average dry weather flows and evaluate the inflow and infiltration (I/I) response at 20 open-channel flow monitoring sites within the City’s sanitary sewer system. The duration of the work was one month; pipe sizes ranged from 8 inches to 36 inches in diameter. This project was in support of a master planning effort for Carollo Engineers.

### City of Oceanside Master Plan Flow Monitoring, Oceanside, CA

Kevin performed analysis for wet weather sanitary sewer flow monitoring services within the City of Oceanside (City) to establish average dry weather flows and evaluate the inflow and infiltration (I/I) response at 29 open-channel flow monitoring sites within the City’s sanitary sewer system. The duration of the work was 2 months; pipe sizes ranged from 10 inches to 27 inches in diameter. This project was in support of a master planning effort.

### City of Riverside Master Plan Flow Monitoring, Riverside, CA

Kevin managed and performed analysis for wet weather sanitary sewer flow monitoring services within the City of Riverside (City) to establish average dry weather flows and evaluate the inflow and infiltration (I/I) response at 60 open-channel flow monitoring sites within the City’s sanitary sewer system. The duration of the work was 1 month; pipe sizes ranged from 8 inches to 51 inches in diameter. This project was in support of a master planning effort.



**City of Anaheim Master Plan Flow Monitoring, Anaheim, CA**

Kevin managed and performed analysis for completed sanitary sewer flow monitoring and rainfall monitoring within the west area of the City of Anaheim collection system. The analysis was performed over a consecutive 3-month period with open-channel flow meters at 15 sites and rain data collected from four rain gauge locations. This study established the baseline sanitary sewer flows at the flow monitoring sites, estimated available sewer capacity, isolated inflow and infiltration (I/I) response, and included I/I analysis.

**Coachella Valley Water District Sanitary Sewer Flow Monitoring, Coachella, CA**

Kevin managed and performed analysis for sanitary sewer flow monitoring at 29 flow monitoring locations within the Coachella Valley Water District. Flow monitoring took place for one month. The flow monitoring project supported the District's hydraulic modeling and master planning projects. Pipe sizes ranged from 8 to 33 inches in diameter. The project estimated available sewer capacity and conducted analyses pertaining to infiltration and inflow (I/I) occurring in the basins upstream from the flow monitoring sites. Challenges included coordination with several different satellite agencies that contribute flow into the Coachella Valley Water District, including the Cities of Rancho Mirage, Indian Wells, Palm Desert, La Quinta, Cathedral City, Indio, and Thousand Palms.

**City of Los Angeles RDI/I Analysis & Data Engineering Review of Flow Data at 247 Flow Gauging Locations, Los Angeles, CA**

Kevin managed and conducted analyses as a subcontractor to HACH (McCrometer) to provide flow monitoring data review and infiltration/inflow (I&I) analysis services for the City of Los Angeles (CoLA) collection system. Kevin worked directly with CoLA project managers and engineers to review flow monitoring data provided by HACH at 247 flow monitoring sites over the course of three wet weather seasons. The purpose of the project was review data quality and provide I&I analysis of isolated sewerage basins within the CoLA collection system.

The 247 flow monitoring locations were utilized to establish watershed boundary conditions for 196 sewerage basins. The I&I response hydrographs over three seasons were normalized; inflow and infiltration components per basin were ranked, and basins with the highest inflow response and the highest sustained infiltration components were identified. Synthetic I&I hydrographs were determined and applied to predict the I&I response for a NOAA determined 10-year, 24-hour design storm event.

Similar to the aforementioned projects, in the past 10 years, Kevin has served as project manager/engineer/data manager either directly for these following municipalities, or as sub-contracted by their master planning engineering firms, for projects ranging from 4 to 40 sites:

- LACSD (Los Angeles County San)
- Santa Barbara
- OCSB (Orange County San)
- San Luis Obispo
- Goleta San
- Torrance
- Burbank
- Chino Hills
- Gardena
- Glendale
- Banning
- Oxnard
- San Bernardino
- Elsinore
- Ventura
- MWD
- Valley WD
- Santa Monica

**Large Project Experience**

**Eastern Municipal Water District (EMWD) Flow Monitoring & Model Calibration. Temecula Valley, CA**

Kevin managed sanitary sewer flow monitoring and rainfall monitoring over a period of one month at 58 monitoring sites including eight rain gauge locations. The purpose of this study was to measure sanitary sewer flows used to calibrate the EMWD hydraulic model. The project estimated available sewer capacity and conducted analyses pertaining to infiltration and inflow (I/I) occurring in the basins upstream from the flow monitoring sites. Kevin has managed similar large projects for:

- Repeat work with EMWD, similar size/scope, 4 years running (different master planning firms).
- East Bay Municipal Utility District, 101 sites
- City of Oakland EPA Cease and Desist Order [131 sites]

[carollo.com](http://carollo.com)



## ITEM 5.1

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AMENDMENTS TO VARIOUS CHAPTERS OF THE LATHROP MUNICIPAL CODE (LMC) TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS IN TITLE 8, HEALTH AND SAFETY AND TITLE 17, ZONING (TA-24-161)

**RECOMMENDATION:** Council to Consider the Following:

1. Hold a Public Hearing; and  
2. First Reading and Introduce an Ordinance to Adopt Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 8, Health and Safety and Title 17, Zoning. The amendments include the following:

- Chapter 8.40 (Unlawful Camping): Add Recreational Vehicles and Trailers to the definition of "Camp facilities" and update the number of days overnight camping is permitted on private residential properties from one (1) to two (2) consecutive nights.
- Chapter 17.04 (General Provisions): Move definition of "Assembly Use" to be in alphabetical order.
- Chapter 17.23 (P/QP Public-Quasi Public District): Add language to clarify that a Public-Quasi Public Zoned property must be fully developed pursuant to City requirements prior to being occupied.
- Chapter 17.32 (R One-Family Residential District): Update the Permitted Use Section reference to Title 6 (Animals) and remove "Mobilehomes" as a Permitted Use with an Administrative Approval.
- Chapter 17.36 (RM Multi-Family Residential District): Update the Permitted Use Section to reference Title 6 (Animals), remove "Mobilehomes" as a Permitted Use with an Administrative Approval, and clarify site improvements and design review requirements.

- **Chapter 17.38 (Historic Lathrop Overlay District): Update the Historic Overlay District Map to be consistent with the Zoning Map.**
- **Chapter 17.44 (C Commercial District): Clarify that temporary sidewalk sales and use of public right-of-way for display and sales of merchandise conform to the provisions of Chapter 8.25 (Sidewalk Vendors) and clarify site improvements and design review requirements.**
- **Chapter 17.48 (I Industrial District): Clarify that an Industrial Zoned property must be fully developed pursuant to City requirements prior to being occupied.**
- **Chapter 17.57 (Mosssdale Landing Zoning): Remove "Adult novelty stores" as a Conditional Use in the CS-MV, Service Commercial, CH-MV, Highway Commercial (Mosssdale Landing) and CS-MV, Service Commercial (Mosssdale Landing East) Zoning Districts. Clarify site improvements and design review requirements in various Sections.**
- **Chapter 17.58 (Lathrop Gateway Business Park Zoning Districts): Modify reference to the appropriate Section (Article 5, Development Standards) and clarify site improvements and design review requirements.**
- **Chapter 17.59 (South Lathrop Zoning Districts): Clarify site improvements and design requirements in the CO-SL, Commercial Office and IL-SL, Limited Industrial Zoning Districts.**
- **Chapter 17.62 (Central Lathrop Zoning Districts): Prohibit duplex on Residential/Mixed Use Zoning District east of Golden Valley Parkway, update the Permitted Use Section to reference Title 6 (Animals), and clarify site improvements and design review requirements in various Sections.**
- **Chapter 17.92 (Landscaping and Screening Standards): Add language to implement Senate Bill 1383 promoting use of recycled mulch and compost.**
- **Chapter 17.100 (Site Plan Review): Add language to clarify that a property must be fully developed pursuant to City requirements prior to being occupied.**

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**SUMMARY:**

The proposed Code Text Amendment is a staff-initiated proposal to modify various sections of the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline Title 8, Health and Safety and Title 17, Zoning. The proposed amendments include updating the Definitions section to include Emergency Shelters, updating the Historic Lathrop Overlay District Map, clarify requirements for sidewalk vending in commercial zoning districts, remove "adult novelty stores" from commercial districts in Mossdale Landing, clarify site improvement and design review requirements in various sections, adding landscape provisions pursuant to SB 1383 and amending a reference in the Lathrop Gateway Business Park Zoning Districts Chapter of the LMC.

**BACKGROUND:**

In 2009, the City adopted an Economic Development Strategic Plan to guide the City Council in making decisions regarding economic growth for the City. In 2011, the City indicated a desire to accelerate economic and business growth development efforts by creating an Economic Development Program. To implement the City's economic goals and policies, staff regularly reviews and monitors various department policies, procedures, and the Zoning Ordinance for areas that need improvement. Staff determined and identified various sections of the LMC that are ambiguous, unclear and outdated. The intent of the proposed amendments is to assist and encourage development by providing concise and clear requirements for residents, developers and staff.

The City approved similar efforts and updated various sections of the LMC in 2013, 2016, 2017, 2019, 2021, 2022, 2023. Additionally, the City approved the Zoning Consistency Project in 2023 which updated various sections of the LMC to be consistent with the City's General Plan. The previous updates were well received by the community and staff members that process development applications. The current amendments follow the same principles of the previous updates through integration of current policies and procedures, application of current State law, and incorporating best practices within the planning profession.

At their special meeting of November 13, 2024, the Planning Commission considered the proposed amendments to the LMC. Following deliberation, the Planning Commission voted 5-0, recommending the City Council adopt an Ordinance regarding the proposed amendments to the LMC. Planning Commission Resolution 24-19 is attached to the Staff Report as Attachment 16.

**ANALYSIS:**

Staff has determined the following text amendments conform to the General Plan. The proposed text amendments will modify the following Chapters and Sections of the LMC:

Chapter 8.40 Unlawful Camping

The proposed amendment would clear up ambiguity by adding "recreational vehicles" and "travel trailers" to the definition for "Camp facilities". The LMC currently allows "vehicles, vehicle camping outfits or temporary shelter" but came short of identifying recreational vehicles and trailer campers. In addition, the amendment includes an update to Section 8.40.030, *Unlawful Camping* to increase the overnight camping limit on private residential property by friends and family of the property owner from one (1) to two (2) consecutive nights, not to exceed 14 nights in a calendar year. It's important to note that no water hose, sewer hose (to discharge waste), electrical cords, or other device is allowed to extend from the vehicle.

Mobile camping has increased in popularity over the last several years and staff believes this provides the ability for property owners to host friends and family that are traveling on their way to and from their final destination.

Chapter 17.04 General Provisions

The proposed amendment will relocate the definition of "Assembly use" so that it is in alphabetical order with the rest of the definitions.

Chapter 17.23 P/QP Public/Quasi Public District

The proposed amendment to this chapter clarifies that an Public/Quasi Public zoned site must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.32 R One-Family Residential District

The proposed amendment will update the reference to the keeping of animals from Chapter 17.28 (which no longer exists) to Title 6 (Animals). This section is also being amended to remove "Mobile homes" as a permitted use since they are allowed by-right per state law.

Chapter 17.36 RM Multi-Family Residential District

The proposed amendment will update the reference to the keeping of animals from Chapter 17.28 (which no longer exists) to Title 6 (Animals). This section is also being amended to remove "Mobile homes" as a permitted use since they are allowed by-right per state law. In addition, the amendment to this chapter also clarifies that a Multi-Family zoned site must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.38 Historic Lathrop Overlay District

The proposed amendment will update the Historic Lathrop Overlay District Map (Section 17.38.110) to be consistent with the City's Zoning Map. Specifically, the proposed amendment would modify an area along Warren Avenue to be designated as Low Density Overlay Zone, an area along Lathrop Road as Medium Density Overlay Zone, an area along O Street as Medium Density Overlay Zone, and an area along Mingo Way as Medium Density Overlay.

Chapter 17.44 C Commercial District

The proposed amendment will clarify that temporary sidewalk sales and use of public right-of-way for the display and sales of merchandise shall conform to the provisions of Chapter 8.25 (Sidewalk Vending). Currently, the section references approval by the City Council which is inconsistent with state law. In addition, the amendment to this chapter also clarifies that a Commercial zoned site must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.48 I Industrial District

The proposed amendment to this chapter clarifies that an Industrial zoned site must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.57 Mosssdale Landing Zoning

The proposed amendment will remove "Adult novelty stores" as a conditional use in the CS-MV, Service Commercial (Mosssdale Landing), the CH-MV, Highway Commercial and CS-MV, Service Commercial (Mosssdale Landing East) Zoning Districts. This modification is to ensure compliance with Section 5.08.030 of the LMC, which clarifies that adult entertainment uses are prohibited in any zone within the city with the exception of general industrial zones.

The proposed amendment to this chapter also clarifies that properties in Mosssdale must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.58 Lathrop Gateway Business Park Zoning Districts

The proposed amendment will update a reference to the Development Standards in Article 5 versus Article 6 which doesn't exist. The proposed amendment to this chapter clarifies that properties in Lathrop Gateway must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.59 South Lathrop Zoning Districts

The proposed amendment to this chapter clarifies that properties in South Lathrop must be fully developed pursuant to City requirements prior to being occupied.

Chapter 17.62 Central Lathrop Zoning Districts

The proposed amendment will prohibit duplex development on Residential/Mixed Use (RMU) Zoning District east of Golden Valley Parkway. The purpose of the amendment is to attract high quality multi-family residential development that will complement the future retail and service uses envisioned in the commercial area of Stanford Crossing.

The proposed amendment also clarifies that properties in Central Lathrop must be fully developed pursuant to City requirements prior to being occupied. Finally, the amendment will update the reference to the keeping of animals from Chapter 17.28 (which no longer exists) to Title 6 (Animals).

Chapter 17.92 Landscaping and Screening Standards

The proposed amendment will add provisions to implement Senate Bill 1383 to promote use of recycled mulch and compost for landscaping projects to reduce the amount of waste sent to landfills.

Chapter 17.100 Site Plan Review

The proposed amendment to this chapter clarifies that a property must be fully developed pursuant to City requirements prior to being occupied.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on Thursday, January 2, 2025, and the meeting agenda was posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments.

**CEQA REVIEW:**

The proposed Municipal Code Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

**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. Introduce an Ordinance adopting various amendments to the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline various sections of Title 8, Health and Safety and Title 17, Zoning.
  - Chapter 8.40 (Unlawful Camping): Add Recreational Vehicles and Trailers to the definition of "Camp facilities" and update the number of days overnight camping is permitted on private residential properties from one (1) to two (2) consecutive nights.
  - Chapter 17.04 (General Provisions): Move definition of "Assembly Use" to be in alphabetical order.



- Chapter 17.23 (P/QP Public-Quasi Public District): Add language to clarify that a Public-Quasi Public Zoned property must be fully developed pursuant to City requirements prior to being occupied.
- Chapter 17.32 (R One-Family Residential District): Update the Permitted Use Section reference to Title 6 (Animals) and remove "Mobilehomes" as a Permitted Use with an Administrative Approval.
- Chapter 17.36 (RM Multi-Family Residential District): Update the Permitted Use Section to reference to Title 6 (Animals), remove "Mobilehomes" as a Permitted Use with an Administrative Approval, and clarify site improvements and design review requirements.
- Chapter 17.38 (Historic Lathrop Overlay District): Update the Historic Overlay District Map to be consistent with the Zoning Map.
- Chapter 17.44 (C Commercial District): Clarify that temporary sidewalk sales and use of public right-of-way for display and sales of merchandise conform to the provisions of Chapter 8.25 (Sidewalk Vendors) and clarify site improvements and design review requirements.
- Chapter 17.48 (I Industrial District): Clarify that an Industrial Zoned property must be fully developed pursuant to City requirements prior to being occupied.
- Chapter 17.57 (Mossdale Landing Zoning): Remove "Adult novelty stores" as a Conditional Use in the CS-MV, Service Commercial, CH-MV, Highway Commercial (Mossdale Landing) and CS-MV, Service Commercial (Mossdale Landing East) Zoning Districts. Clarify site improvements and design review requirements in various Sections.
- Chapter 17.58 (Lathrop Gateway Business Park Zoning Districts): Modify reference to the appropriate Section (Article 5, Development Standards) and clarify site improvements and design review requirements.
- Chapter 17.59 (South Lathrop Zoning Districts): Clarify site improvements and design requirements in the CO-SL, Commercial Office and IL-SL, Limited Industrial Zoning Districts.
- Chapter 17.62 (Central Lathrop Zoning Districts): Prohibit duplex on Residential/Mixed Use Zoning District east of Golden Valley Parkway, update the Permitted Use Section to reference Title 6 (Animals), and clarify site improvements and design review requirements in various Sections.

- Chapter 17.92 (Landscaping and Screening Standards): Add language to implement Senate Bill 1383 promoting use of recycled mulch and compost.
- Chapter 17.100 (Site Plan Review): Add language to clarify that a property must be fully developed pursuant to City requirements prior to being occupied.

**FISCAL IMPACT:**

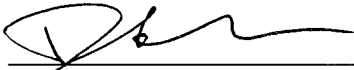
There is no fiscal impact to the City of Lathrop, only staff time to prepare the report.

**ATTACHMENTS:**

1. Ordinance Approving Various Municipal Code Amendments
2. Mark-up of Chapter 8.40 Unlawful Camping
3. Mark-up of Chapter 17.04 General Provisions
4. Mark-up of Chapter 17.23 P/QP Public-Quasi Public District
5. Mark-up of Chapter 17.32 R One-Family Residential District
6. Mark-up of Chapter 17.36 RM Multi-Family Residential District
7. Mark-up of Chapter 17.38 Historic Lathrop Overlay District
8. Mark-up of Chapter 17.44 C Commercial Districts
9. Mark-up of Chapter 17.48 I Industrial Districts
10. Mark-up of Chapter 17.57 Mossdale Landing Zoning Districts
11. Mark-up of Chapter 17.58 Lathrop Gateway Business Park Zoning Districts
12. Mark-up of Chapter 17.59 South Lathrop Zoning Districts
13. Mark-up of Chapter 17.62 Central Lathrop Zoning Districts
14. Mark-up of Chapter 17.92 Landscaping and Screening Standards
15. Mark-up of Chapter 17.100 Site Plan Review
16. Planning Commission Resolution No. 24-19

**CITY MANAGERS REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING  
MUNICIPAL CODE AMENDMENT**

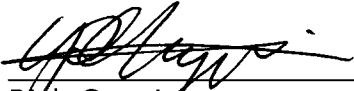
**APPROVALS:**



David Niskanen  
Contract Planner

1/2/2025

Date



Rick Caguiat  
Community Development Director

1/2/25

Date



Salvador Navarrete  
City Attorney

12-5-2024

Date



Stephen J. Salvatore  
City Manager

12-18-24

Date

**ORDINANCE NO. 24-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ADOPT VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 8, HEALTH AND SAFETY AND TITLE 17, ZONING (TA-24-161)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing at a special meeting on November 13, 2024, at which they adopted PC Resolution No. 24-19 recommending City Council adopt Municipal Code Text Amendment No. TA-24-161 pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on January 13, 2025 to review and consider Municipal Code Amendment No. TA-24-161; and

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

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

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

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

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

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

**NOW, THEREFORE, BE IT ORDAINED** that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendments as shown on Attachments "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", and "15" of the staff report dated January 13, 2025, incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachments "2", "3", "4", "5", "6", "7", "8", "9", "10", "11", "12", "13", "14", and "15" incorporated by reference herein.

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

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

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

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

**THIS ORDINANCE** was regularly introduced at a meeting of the City Council of the City of Lathrop on the 13<sup>th</sup> day of January, 2025, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on \_\_\_\_\_, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

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## **Chapter 8.40 Unlawful Camping**

[...]

### **8.40.020 Definitions.**

Unless the particular provisions or the context otherwise requires, the definitions contained in this section shall govern the construction, meaning, and application of words and phrases used in this chapter.

"Camp" means to place, pitch or occupy camp facilities, to live temporarily in a camp facility or outdoors, to use camp paraphernalia.

"Camp facilities" include, but are not limited to, tents, huts, vehicles, recreational vehicles and travel trailers, vehicle camping outfits or temporary shelter.

"Camp paraphernalia" includes, but is not limited to, bedrolls, tarpaulins, cots, beds, sleeping bags, hammocks or cooking facilities and similar equipment.

"City manager" means the city manager or designee.

"Establish" means setting up or moving equipment, supplies or materials on to public or private property to "camp" or operate camp facilities.

"Exigent circumstances" means any emergency situation requiring swift action to prevent imminent danger to the health, safety, or life of a person or serious damage to property or to forestall the imminent escape of a suspect or destruction of evidence or maintain public or private right of access to sidewalks, utility easements, streets, roads, trails, levees, and designated parking areas.

"Government-issued identification card" means any identification card issued by a county, state, or federal government.

"Maintain" means keeping or permitting equipment, supplies or materials to remain on public or private property in order to camp or operate camp facilities.

"Operate" means participating or assisting in establishing or maintaining a camp or camp facility.

"Park" means the same as defined in Section 12.22.010 of the Lathrop Municipal Code.

"Private property" means all private property including, but not limited to, streets, sidewalk, alleys, and improved or unimproved land.

"Public property" means all public property as defined in Section 12.04.020 of the Lathrop Municipal Code including, but not limited to, streets, sidewalks, alleys, improved or unimproved land and parks.

"Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

"Street" means the same as defined in the California Vehicle Code.

(Ord. 14-334 § 1; Ord. 16-367 § 1)

#### **8.40.030 Unlawful camping.**

It is unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia in the following areas:

**A.** Any public property except when the person is sitting or lying on public property between the hours of eleven p.m. and six a.m. of the following day; or

**B.** Any private residential property without the consent of owner; or

**C.** Any private nonresidential property without the written consent of the owner.

**1D.** It is not intended by this section to prohibit overnight camping on private residential property by friends or family of the property owner, so long as the owner consents and the overnight camping is limited to not more than ~~one~~two consecutive nights and not for commercial use. Overnight camping shall not exceed fourteen (14) nights in a calendar year. No water hose, sewer hose (to discharge waste), electrical cord, pipe, wire, or other device extending from the vehicle may be permitted.

**2E.** Nothing in this chapter is intended to prohibit or make unlawful, activities of an owner of private property or other lawful user of private property that are normally associated with and incidental to the lawful and authorized use of private property for residential or other purposes; and provided further, nothing is intended to prohibit or make unlawful, activities of a property owner or other lawful user if such activities are expressly authorized by the city's comprehensive zoning ordinance or other laws, ordinances and regulations.

**3F.** The city manager may, as provided in Section **8.40.050** of this chapter, issue a temporary permit to allow camping on public property in connection with a special event.

This section does not affect Section **12.20.010**, which prohibits remaining, staying, or loitering on any public park outside of operating hours, which are dawn to dusk unless otherwise permitted by the city, but does not prohibit sleeping in a public park during hours of operation.

(Ord. 14-334 § 1; Ord. 16-367 § 1)

[...]



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## **Chapter 17.04 General Provisions**

[...]

### **17.04.080 Definitions**

For the purpose of this title, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words used in the present tense include the future tense. Words used in the singular include the plural, and words used in the plural include the singular. The masculine shall include the feminine and neuter.

"Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following:

- A.** An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code.
- B.** A manufactured home, as defined in Section 18007 of the Health and Safety Code.

"Accessory structure" means a structure that is accessory and incidental to a dwelling located on the same lot attached or detached that is either entirely enclosed by walls and a solid roof or is partially enclosed with a solid or limited roof covering. Examples include, but are not limited to, greenhouses, pool houses, sunrooms, workshops, storage sheds, barns, as well as carports, patio covers, gazebos and stables. Accessory structures also include play equipment, windmills, water towers, and other similar agricultural structures.

"Accessory use" means a use incidental, related, appropriate and clearly subordinate to the main use of the site or building, which accessory use does not alter the principle use of the site.

"Agricultural worker housing" means housing for agricultural employees consisting of no more than 36 beds in a group quarters or 12 units designed for use by a single family or household. An agricultural worker housing project shall be considered an agricultural use and shall be permitted in all zoning districts that allow agricultural uses, subject to the same standards and permit requirements as an agricultural use.

~~"Assembly use" means any facility used for the assembly of persons, animals, or vehicles, or a combination thereof, on public or private property for civic, educational, political, religious, entertainment, or social purposes.~~

"Alter" means to make any change in the supporting or load-bearing members of a building, such as bearing walls, columns, beams, girders or floor joists.

"Animal hospital" means a place where animals or pets are given medical or surgical treatment

and are cared for during the time of such treatment. Use as a kennel shall be limited to short-time boarding and shall be only incidental to such hospital use, and within an enclosed soundproof structure.

"Arcade" means any establishment operating or exhibiting more than five amusement devices. An amusement device is a machine operated for the purpose of gaming as a contest of skill, or for amusement of any description, for which a fee is charged.

"Assembly use" means a facility used for the assembly of persons, animals, or vehicles, or a combination thereof, on public or private property for civic, educational, political, religious, entertainment, or social purposes.

"Automobile wrecking yard" means a site or portions of a site on which the dismantling or wrecking of used vehicles or the storage, sale or dumping of dismantled or wrecked vehicles or their parts are conducted. The presence on a site of three or more motor vehicles which have not been capable of operating under their own power for 15 days or more, or, in the case of vehicles not self-propelled, which have not been towable or from which parts have been removed for reuse or sales, shall constitute prima facie evidence of a motor vehicle wrecking yard.

[...]

(Ord. 92-73; Ord. 92-95; Ord. 98-164; Ord. 16-355 § 1; Ord. 16-365 § 1; Ord. 18-384 § 1; Ord. 20-416 § 1; Ord. 21-418 § 8; Ord. 23-449, 11/13/2023)

[...]

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**Chapter 17.23 P/QP Public/Quasi Public District**

[...]

**17.23.050 Site plan and architectural design review required.**

No use or ~~structure~~ shall be ~~established~~erected on any lot or site in any P/QP zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, (other than those exempted by state and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

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**Chapter 17.32 R One-Family Residential District**

[...]

**17.32.020 Permitted uses.**

- A. One-family dwellings;
- B. Raising of fruit and nut trees, vines, vegetables and horticultural specialties on a noncommercial basis;
- C. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive noncommercial basis; provided, that no swimming pool shall be located within a utility easement;
- D. A "small family day care home" as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;
- E. A "large family day care home" as defined and regulated by the State Health and Safety Code for nine to 14 children, inclusive, including children who reside in the home;
- F. A "residential care facility" as defined by the State Health and Safety Code, which provides care to six or fewer persons, whether or not related;
- G. Accessory structures and uses located on the same site with a permitted use;
- H. Other uses which are added to this list according to the procedure in Section 17.16.020;
- I. The keeping of animals in accordance with the standards of Title 6~~Chapter 17.28~~.

(Prior code § 176.02; Ord. 16-365 § 1; Ord. 21-418 § 10; Ord. 22-431 § 1)

**17.32.030 Permitted uses—Administrative approval required.**

The following uses may be permitted in accordance with Chapter 17.108:

- A. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas, in accordance with Section 17.16.010;
- B. Gas and electric transmission lines in accordance with Section 17.108.080, electrical distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks;
- C. Garden structures in accordance with Section 17.32.050;

~~D. Mobilehomes on permanent foundations designed in accordance with the standards of Chapter 17.68;~~

DE. Tennis courts, including related fencing over seven feet in height located on the same site as a permitted or conditional use;

EF. Home occupations in accordance with Chapter 17.64;

FG. Incidental and accessory structures and uses as defined in Section 17.04.080, located on the same site as a use permitted by administrative approval or conditional use;

GH. Other uses which are added to this list according to the procedure in Section 17.16.020.

(Ord. 92-73; Ord. 97-151; Ord. 22-431 § 1; Ord. 22-442 § 1)

[...]

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### **Chapter 17.36 RM Multi-Family Residential District**

[...]

#### **17.36.020 Permitted uses.**

- A. One-family dwellings limited to:
  - 1. A single-family dwelling replacing an existing single-family dwelling on a one for one basis,
  - 2. A single-family dwelling on an existing lot of 8,000 square feet or less, or
  - 3. Single-family dwellings that are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households;
- B. Multifamily dwellings;
- C. A residential care facility, as defined in Section 17.32.020;
- D. A "small family day care home" as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;
- E. A "large family day care home" as defined and regulated by the State Health and Safety Code for nine to 14 children, inclusive, including children who reside in the home;
- F. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive noncommercial basis; provided, that no swimming pool shall be located within a utility easement or a front yard;
- G. Incidental and accessory structures and uses located on the same site with a permitted use;
- H. Other uses which are added to this list according to the procedure in Section 17.16.020;
- I. The keeping of animals in accordance with the standards of Title 6~~Chapter 17.28~~.
- J. Emergency shelters, in accordance with the provisions of Chapter 17.74.

(Ord. 92-73; Ord. 92-96; Ord. 16-365 § 1; Ord. 20-411 § 1; Ord. 21-418 § 11; Ord. 22-431 § 1; Ord. 22-442 § 1)

#### **17.36.030 Permitted uses – Administrative approval required.**

The following uses may be permitted in accordance with Chapter 17.108:

- A. Enclosed temporary construction materials storage yards required in connection with the development of a subdivision, and temporary subdivision sales offices and signs and model home display areas, in accordance with Section 17.16.010;
- B. Gas and electric transmission lines in accordance with Section 17.108.080, electrical transmission and distribution substations, gas regulator stations, communications equipment buildings, public service pumping stations and elevated pressure tanks;
- C. Rest homes and nursing homes, and boarding or rooming houses;
- D. Garden structures in accordance with Section 17.36.050(F);
- E. Private clubs and lodges;
- ~~F. Mobilehomes on permanent foundations designed in accordance with the standards of Chapter 17.68;~~
- FG. A second housing unit in accordance with the provisions of Chapter 17.80;
- GH. Home occupations in accordance with the provisions of Chapter 17.64;
- H. Incidental and accessory structures and uses located on the same site as a use permitted by administrative approval or conditional use;
- I. Other uses which are added to this list according to the procedure in Section 17.16.020.

(Ord. 92-73; Ord. 97-151; Ord. 22-431 § 1)

[...]

**17.36.060 Site plan and architectural design review required.**

Except for mobilehomes, single-family dwellings and accessory structures and uses related thereto, no use may be established on any lot or site in an RM district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by state and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

Housing developments that include a minimum 20% of units affordable to lower income households shall be ministerial and exempt from this section.

(Ord. 92-73; Ord. 22-442 § 1; Ord. 23-449, 11/13/2023)

[...]



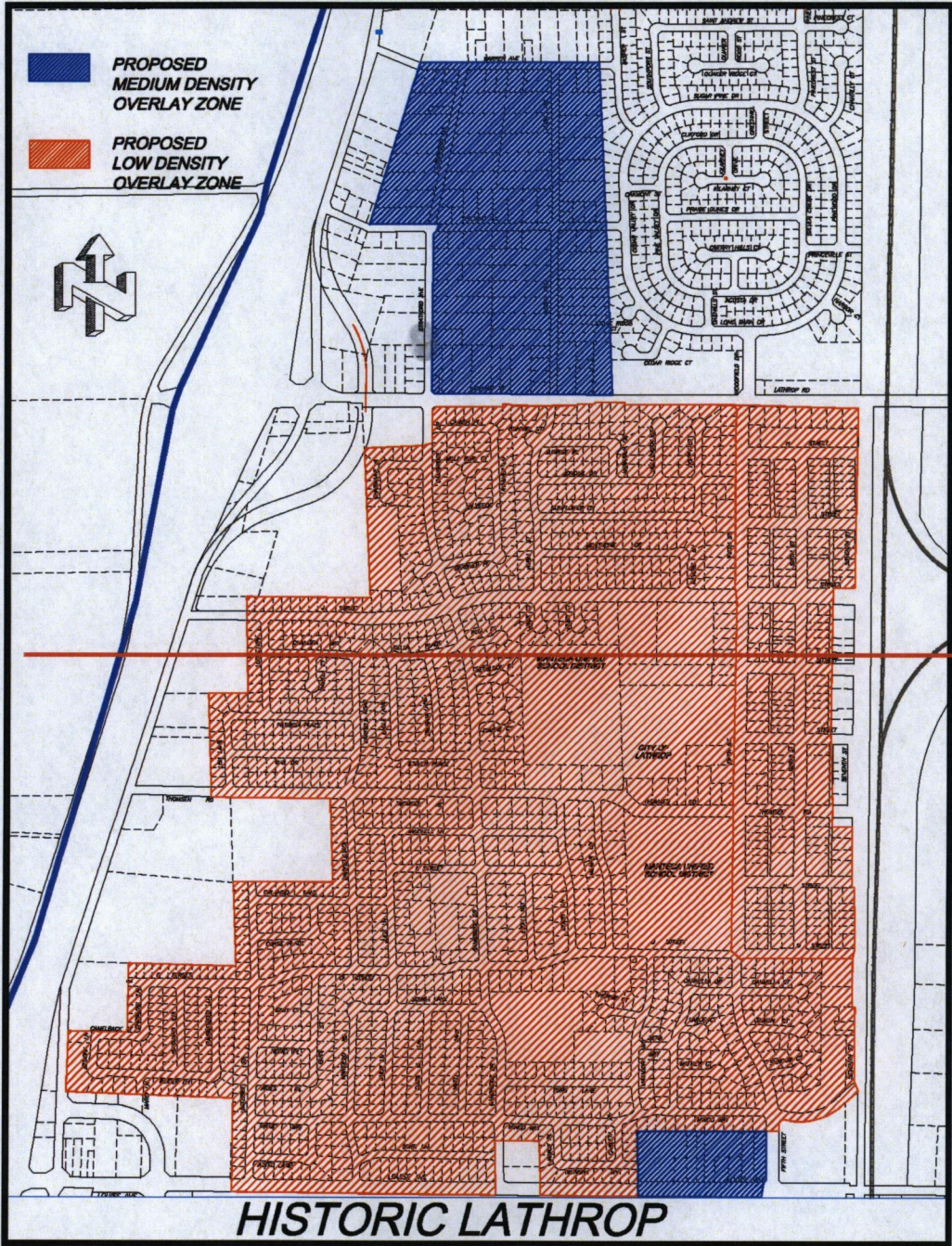
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**Chapter 17.38 Historic Lathrop Overlay District**

[...]

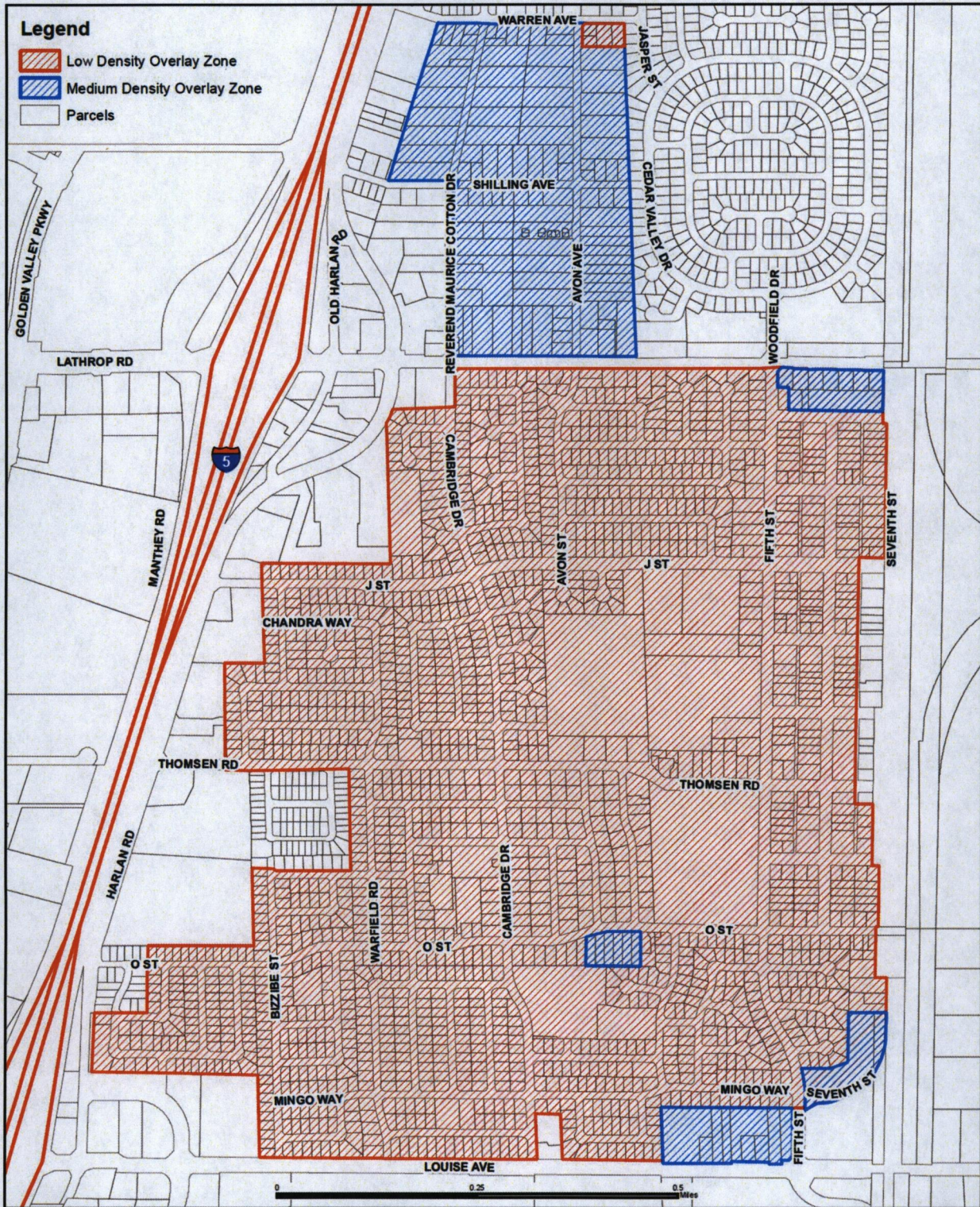
**17.38.110 Map.**

EXISTING MAP





UPDATED MAP



**Historic Lathrop**

City of Lathrop





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**Chapter 17.44 C Commercial District**

[...]

**17.44.080 Required conditions for commercial districts**

**A.** In any C district other than a CS district, all businesses, services and processes shall be conducted entirely within a completely enclosed structure, except for off-street parking and off-street loading areas, gasoline service stations, outdoor dining areas, nurseries, garden shops, signs, Christmas tree sales lots, bus depots and transit stations, public utility stations, and used car sales incidental to new car sales.

**B.** No use shall be permitted, and no process, equipment or materials shall be used which are found by the planning commission to be objectionable to persons living or working in the vicinity by reasons of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried waste, noise, vibration, illumination, glare or unsightliness or to involve any hazard of fire, explosion or toxic chemicals.

**C.** Temporary sidewalk sales and use of the public right-of-way for the display and sales of merchandise shall conform to the provisions of Chapter 8.25 ~~require approval by the city council.~~ Permanent use for such purposes is strictly prohibited.

**D.** The visual interface between commercial and residential areas shall be designed and developed so as to avoid obtrusive visual impacts of commercial activities on nearby residential areas.

**E.** Street trees and frontage landscaping with automatic irrigation shall be provided for all commercial sites. Parking area landscaping may also be required under site plan review.

(Ord. 92-73)

[...]

**17.44.100 Site plan and architectural design review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any C district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 92-73)

[...]

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**Chapter 17.48 I Industrial District**

[...]

**17.48.060 Site plan and architectural design review required.**

No use shall be ~~established~~erected on any lot or site in any I district until the site plan and architectural plans shall have been submitted to and approved by the city pursuant to~~in accordance~~ with the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 92-73)

[...]

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**Chapter 17.57 Mossdale Landing Zoning Districts**

**Article 1 Mossdale Landing Zoning Districts of the Mossdale Landing Urban Design Concept**

**17.57.100 CS-MV: Service Commercial – Mossdale Village zoning district.**

[...]

**17.57.102 Conditional uses.**

**A.** The following uses may be permitted in accordance with the provisions of Chapter 17.112:

1. Administrative offices (city, county, state, and federal)
2. Auditoriums/concert halls
- ~~3. Adult novelty stores~~
34. Ambulance stations
- ~~45.~~ Any facility or business serving alcoholic beverages or selling hard alcohol.
56. Any facility or business producing excessive noise, sounds or music
67. Billiards/pool halls
78. Bowling alleys
89. Business and professional schools and colleges
910. Car washes
1011. Educational/assembly uses
1112. Cocktail lounge/bar
1213. Community/civic centers
1314. Skating rinks and other similar commercial recreation facilities
1415. Fire/police station
1516. Gaming/gambling/bingo parlor

- 1617. Gas and electrical transmission lines
- 1718. Gas/service station/convenience store
- 1819. Governmental offices
- 1920. Hospital/medical center
- 2021. Hotel (subject to LMC Chapter **17.78** Hotel Limitations)
- 2122. Library
- 2223. Museums
- 2324. Nightclub/micro-brewery
- 2425. Recreational facility/indoor
- 2526. Senior/youth centers
- 2627. Temporary christmas tree lot
- 2728. Temporary pumpkin patch
- 2829. Theater (dinner, movie, live, etc.)

2930. Transit stations.

(Ord. 23-449, 11/13/2023)

**17.57.103 Property development standards.**

Specific development and architecture standards for the service commercial — Mosssdale Village (CS-MV) zone district are established in the Mosssdale Landing Urban Design Concept document.

(Ord. 23-449, 11/13/2023)

**17.57.104 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CS-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.110 CV-MV: Village Commercial – Mossdale Village zoning district.**

[...]

**17.57.114 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CV-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.120 RL-MV: Low Density Residential – Mossdale Village Zoning District**

[...]

**17.57.124 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any RL-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104, of the Lathrop Municipal Code (other than those exempted by local, state and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.130 RM-MV: Medium Density Residential – Mossdale Village Zoning District**

[...]

**17.57.134 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any RM-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state and/or federal statute), and such lot or site has been fully developed with

the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.140 RH-MV: High Density Residential – Mossdale Village Zoning District.**

[...]

**17.57.144 Site plan and architectural review required.**

No use shall be ~~established~~erected on any lot or site in any RH-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the City pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.150 P/QP-MV: Public/Quasi Public – Mossdale Village Zoning District.**

[...]

**17.57.152 Site plan and architectural review required.**

No use or structure shall be ~~established~~erected on any lot or site in any P/QP-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**Article 2 Mossdale Landing East Zoning Districts of the Mossdale Landing East Urban Design Concept**

Purpose. The Mossdale Landing East zoning districts in this chapter are designed to provide the opportunity for a wide variety of residential and commercial uses on lands located in the Mossdale

Village area which are encompassed by the approved West Lathrop Specific Plan. These zoning districts are subject to the Mosssdale Landing East Urban Design Concept. These zoning districts, ending in "-MV" are limited to the Mosssdale Village.

**17.57.200 CH-MV: Highway Commercial – Mosssdale Village zoning district.**

[...]

**17.57.202 Conditional uses.**

**A.** The following uses may be permitted in accordance with the provisions of Chapter **17.112**:

- 1.** Administrative offices (city, county, state, and federal)
- 2.** Amusement/arcades
- 3.** Auditoriums/concert halls
- 4.** ~~Adult novelty stores~~
- 45.** Ambulance stations
- 56.** Any facility or business producing excessive noise, sounds or music.
- 67.** Beer/wine stores
- 78.** Billiards/pool halls
- 89.** Bowling alleys
- 910.** Business and professional schools and colleges
- 1011.** Car washes
- 1112.** Educational/assembly uses
- 1213.** Community/civic centers
- 1314.** Skating rinks and other similar commercial recreation facilities.
- 1415.** Fire/police station
- 1516.** Gaming/gambling/bingo parlor
- 1617.** Gas and electrical transmission lines



1718. Gas/service station/convenience store

1819. Governmental offices

1920. Hospital/medical center

2021. Hotel (subject to LMC Chapter 17.78 Hotel Limitations)

2122. Library

2223. Museums

2324. Nightclub/cocktail lounge/bar

2425. Private clubs

2526. Recreational facility/indoor

2627. Senior/youth centers

2728. Temporary christmas tree lot

2829. Temporary pumpkin patch

2930. Theater (dinner, movie, live, etc.)

3031. Transit stations.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.204 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CH-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the City pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.210 CS-MV: Service Commercial – Mossdale Village zoning district.**

[...]

**17.57.212 Conditional uses.**

**A.** The following uses may be permitted in accordance with the provisions of Chapter **17.112**:

- 1.** Administrative offices (city, county, state, and federal)
- 2.** Amusement/arcade
- 3.** Auditoriums/concert halls
- 4.** ~~Adult novelty stores~~
- 45.** Ambulance stations
- 56.** Any facility or business producing excessive noise, sounds or music
- 67.** Beer/wine stores
- 78.** Billiards/pool halls
- 89.** Bowling alleys
- 910.** Business and professional schools and colleges
- 1011.** Car washes
- 1112.** Educational and assembly uses
- 1213.** Cocktail lounge/bar
- 1314.** Community/civic centers
- 1415.** Skating rinks and other similar commercial recreation facilities
- 1516.** Fire/police station
- 1617.** Gaming/gambling/bingo parlor
- 1718.** Gas and electrical transmission lines
- 1819.** Gas/service station/convenience store
- 1920.** Governmental offices
- 2021.** Hospital/medical center

**2122.** Hotel (subject to LMC Chapter **17.78** Hotel Limitations)

**2223.** Library

**2324.** Museums

**2425.** Nightclub

**2526.** Private clubs

**2627.** Recreational facility/indoor

**2728.** Senior/youth centers

**2829.** Temporary christmas tree lot

**2930.** Temporary pumpkin patch

**3031.** Theater (dinner, movie, live, etc.)

**3132.** Transit stations.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.214 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CS-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the City pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.220 CV-MV: Village Commercial – Mossdale Village Zoning District.**

[...]

**17.57.224 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CV-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

**17.57.230 RL-MV: Low Density Residential – Mossdale Village Zoning District.**

[...]

**17.57.234 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any RL-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state, and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

**17.57.240 RM-MV: Medium Density Residential – Mossdale Village Zoning District.**

[...]

**17.57.244 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any RM-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state, and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

**17.57.250 P/QP-MV: Public/Quasi Public – Mossdale Village Zoning District.**

[...]

**17.57.252 Site plan and architectural review required.**

No use or structure shall be ~~established~~~~erected~~ on any lot or site in any P/QP-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state, and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

**Article 3 Mossdale Landing South Zoning Districts of the Mossdale Landing South Urban Design Concept**

Purposes. The Mossdale Landing South zoning districts in this chapter are designed to provide the opportunity for a wide variety of residential and commercial uses on lands located in the Mossdale Village area which are encompassed by the approved West Lathrop Specific Plan. These zoning districts are subject to the Mossdale Landing South Urban Design Concept. These zoning districts, ending in "-MV" are limited to the Mossdale Village.

**17.57.300 CS-MV: Service Commercial – Mossdale Village Zoning District.**

[...]

**17.57.304 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CS-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

**17.57.310 RM-MV: Medium Density Residential – Mossdale Village Zoning District.**

[...]

**17.57.314 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any RM-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state, and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures,

together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

[...]

**17.57.320 RH-MV: High Density Residential – Mossdale Village Zoning District.**

[...]

**17.57.324 Site plan and architectural review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any RH-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

**17.57.330 P/QP-MV: Public/Quasi Public – Mossdale Village Zoning District.**

[...]

**17.57.332 Site plan and architectural review required.**

No use or structure shall be ~~established~~~~erected~~ on any lot or site in any P/QP-MV zone district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code (other than those exempted by local, state, and/or federal statute), and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, together with related site plans, landscaping, and public improvements associated with new development.

(Ord. 23-449, 11/13/2023)

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## **Chapter 17.58 Lathrop Gateway Business Park Zoning Districts**

[...]

### **Article 2 CO-LG: Commercial Office Zoning District**

[...]

#### **17.58.025 Property development standards.**

All uses shall be consistent with Article 56, Development Standards, in this Zoning Ordinance. Where development standards are not specifically identified in this document, reference the city of Lathrop Zoning Ordinance.

(Ord. 11-307 § 4)

#### **17.58.026 Site plan and architectural design review.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CO district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapter 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the Lathrop Gateway Business Park Specific Plan area.

(Ord. 11-307 § 4)

[...]

### **Article 3 CS-LG: Service Commercial Zoning District**

[...]

#### **17.58.035 Property development standards.**

All uses shall be consistent with Article 56, Development Standards, in this Zoning Ordinance. Where development standards are not specifically identified in this document, reference the city of Lathrop Zoning Ordinance.

(Ord. 11-307 § 4)

#### **17.58.036 Site plan and architectural design review.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CS district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapter 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed

structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the Lathrop Gateway Business Park Specific Plan area.

(Ord. 11-307 § 4)

[...]

#### **Article 4 IL-LG: Limited Industrial Zoning District**

[...]

##### **17.58.045 Property development standards.**

All uses shall be consistent with Article 56, Development Standards, in this Zoning Ordinance. Where development standards are not specifically identified in this document, reference the city of Lathrop Zoning Ordinance.

(Ord. 11-307 § 4)

##### **17.58.046 Site plan and architectural design review.**

No use shall be ~~established~~~~erected~~ on any lot or site in any IL district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapter 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the Lathrop Gateway Business Park Specific Plan area.

(Ord. 11-307 § 4)

[...]



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**Chapter 17.59 South Lathrop Zoning Districts**

[...]

**Article 2 CO-SL: Commercial Office Zoning District**

[...]

**17.59.026 Site plan and architectural design review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any CO district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the South Lathrop Specific Plan area.

(Ord. 15-348 § 4)

[...]

**Article 3 IL-SL: Limited Industrial Zoning District**

[...]

**17.59.036 Site plan and architectural design review required.**

No use shall be erected on any lot or site in any IL district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the South Lathrop Specific Plan area.

(Ord. 15-348 § 4)

[...]

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**Chapter 17.62 Central Lathrop Zoning Districts**

[...]

**Article 2 VR-CL: Variable Density Residential Districts**

[...]

**17.62.022 Permitted uses.**

- A. One-family dwellings;
- B. Multifamily dwellings;
- C. A "small family day care home" as defined and regulated by the State Health and Safety Code, which provides care to eight or fewer children, including children who reside in the home;
- D. A "large family day care home" as defined and regulated by the State Health and Safety Code for nine to 14 children, inclusive, including children who reside in the home;
- E. A small residential care home;
- F. An alcoholic recovery facility as defined by the State Health and Safety Code, which provides care to six or less persons, whether or not related;
- G. Accessory structures and uses located on the same site with a permitted use;
- H. Fenced or enclosed swimming pools for either individual, family or communal use on an exclusive non-commercial basis, provided that no swimming pool shall be located within a utility easement or a front yard;
- I. Neighborhood parks;
- J. Open space;
- K. Public or private playgrounds;
- L. Public schools;
- M. The keeping of animals in accordance with Title 6~~Chapter 17.28~~ of the Lathrop Zoning Code;
- N. Other uses which are added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code.

(Ord. 04-245 § 3; Ord. 16-365 § 1; Ord. 22-431 § 1)

[...]

**17.62.026 Site plan and architectural design review required.**

No use shall be established on any lot or site in any VR district until a site plan and architectural plans have been submitted to and approved by the city pursuant to the Central Lathrop Design Review process, and such lot or site has been fully developed with the improvements required by the City. The Central Lathrop Design Review process shall take the place of the site plan review for which provision is made in Chapter 17.100 of the Lathrop Municipal Code and the architectural design review for which provision is made in Chapter 17.104 of the Lathrop Municipal Code. Design review is required for all proposed structures, whether residential or non-residential, together with related site plans, landscaping, and public improvements associated with new development within the Central Lathrop Specific Plan area.

Housing developments that include a minimum 20% of units affordable to lower income households shall be ministerial and exempt from this section.

(Ord. 04-245 § 3; Ord. 22-442 § 1)

[...]

**Article 3 HR-CL: High Density Residential**

[...]

**17.62.032 Permitted uses.**

A. One-family dwellings limited to:

- 1. A single-family dwelling replacing an existing single-family dwelling on a one for one basis,
- 2. A single-family dwelling on an existing lot of 8,000 square feet or less, or
- 3. Single-family dwellings that are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households; multifamily dwellings;

B. Two or more single-family dwellings proposed for the same site limited to:

- 1. One of the single-family dwellings is replacing an existing single-family dwelling on a one for one basis,
- 2. The dwellings are on an existing lot of 8,000 square feet or less, or
- 3. Single-family dwellings that are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households;

- C. Multifamily dwellings, flats, townhouses or apartments;
- D. Duplexes;
- E. Artist's studios; live/work units;
- F. A small family day care home, a substance abuse recovery facility, or a small residential care home as provided in Section 17.32.020 of the Lathrop Zoning Code;
- G. A "large family day care home" as defined and regulated by the State Health and Safety Code for nine to 14 children, inclusive, including children who reside in the home;
- H. Fenced or enclosed swimming pools for either individual, family or communal use or an exclusive non-commercial basis, provided that no swimming pool shall be located within a utility easement or a front yard;
- I. Incidental and accessory structures and uses on the same site as a permitted use;
- J. Neighborhood parks;
- K. Open space;
- L. Public or private playgrounds;
- M. The keeping of animals in accordance with Title 6 Chapter 6;
- N. Other uses added to this list according to the procedures in Section 17.16.020 of the Lathrop Zoning Code.

(Ord. 04-245 § 3; Ord. 16-365 § 1; Ord. 20-411 § 1; Ord. 22-431 § 1)

[...]

**17.62.036 Site plan and architectural design review required.**

No use shall be established on any lot or site in any HR district until a site plan and architectural plans have been submitted to and approved by the city pursuant to the Central Lathrop Design Review process, and such lot or site has been fully developed with the improvements required by the City. The Central Lathrop Design Review process shall take the place of the site plan review for which provision is made in Chapter 17.100 of the Lathrop Municipal Code and the architectural design review for which provision is made in Chapter 17.104 of the Lathrop Municipal Code. Design review is required for all proposed structures, whether residential or non-residential, together with related site plans, landscaping, and public improvements associated with new development within the Central Lathrop Specific Plan area.

Housing developments that include a minimum 20% of units affordable to lower income households shall be ministerial and exempt from this section.

(Ord. 04-245 § 3; Ord. 22-442 § 1)

[...]

**Article 4 R/MU-CL: Residential/Mixed-Use Zoning District**

[...]

**17.62.042 Permitted uses.**

**A.** Any use listed as permitted in Section 17.62.032: permitted uses in the HR-CL district, except duplexes east of Golden Valley Parkway.

[...]

(Ord. 04-245 § 3; Ord. 22-431 § 1)

[...]

**17.62.046 Site plan and architectural design review required.**

No use shall be established on any lot or site in any R/MU district until a site plan and architectural plans have been submitted to and approved by the city pursuant to the Central Lathrop Design Review process, and such lot or site has been fully developed with the improvements required by the City. The Central Lathrop design review process shall take the place of the site plan review for which provision is made in Chapter 17.100 of the Lathrop Municipal Code and the architectural design review for which provision is made in Chapter 17.104 of the Lathrop Municipal Code. Design review is required for all proposed structures, whether residential or non-residential, together with related site plans, landscaping, and public improvements associated with new development within the Central Lathrop Specific Plan area.

Housing developments that include a minimum 20% of units affordable to lower income households shall be ministerial and exempt from this section.

(Ord. 04-245 § 3; Ord. 22-442 § 1)

[...]

**Article 5 NC-CL: Neighborhood Commercial Zoning District**

[...]

**17.62.056 Site plan and architectural design review required.**

No use shall be established on any lot or site in any NC district until a site plan and architectural plans have been submitted to and approved by the city pursuant to the Central Lathrop Design Review process, and such lot or site has been fully developed with the improvements required by the City. The Central Lathrop design review process shall take the place of the site plan review for

which provision is made in Chapter 17.100 of the Lathrop Municipal Code and the architectural design review for which provision is made in Chapter 17.104 of the Lathrop Municipal Code. Design review is required for all proposed structures, whether residential or non-residential, together with related site plans, landscaping, and public improvements associated with new development within the Central Lathrop Specific Plan area.

(Ord. 04-245 § 3)

[...]

**Article 6 IL-CL: Limited Industrial Zoning District**

[...]

**17.62.066 Site plan and architectural design review required.**

No use shall be ~~established~~~~erected~~ on any lot or site in any IL district until a site plan and architectural plans shall have been submitted to and approved by the city pursuant to the provisions of Chapters 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the Central Lathrop Specific Plan Phase 2 area.

(Ord. 23-452, 12/11/2023)

[...]

**Article 7 CO-CL: Commercial Office Zoning District**

[...]

**17.62.075 Property development standards.**

Specific development standards for the ~~Office Commercial (OC-CL)~~Commercial Office (CO-CL) district shall be established as part of the Central Lathrop design guidelines review by incorporating the design standards identified in Section 17.62.120 and establishing the following design principles:

- A. By utilizing a creative approach to landscaping and screening, parking areas shall not become the predominant feature of the streetscape, especially as it relates to adjacent open spaces and arterial streets.
- B. Landscaping and irrigation standards shall generally follow those required by Chapter 17.92 and may be modified by the required design guidelines review by city staff, prior to issuance of development or building permits.
- C. Building setbacks shall be varied in accordance with corresponding building heights, uses

and proposed shop front and street activity. Higher structures may require larger front yard setback, for example.

D. Minimum parking requirements, such as type and number of parking stalls, shall generally follow Section 17.62.120 and Section 17.84.010, and may be modified by the required design guidelines review by city staff, prior to issuance of development or building permits.

E. All signage shall be consistent with the Central Lathrop master signage plan adopted generally in accordance with Section 17.84.100, and included as a component of the Central Lathrop Specific Plan design guidelines.

F. All businesses, services and processes shall be conducted entirely within a completely enclosed structure except for off-street parking and off-street loading areas, gasoline service stations, outdoor dining areas, florist stands, coffee carts, nurseries, garden shops, signs, Christmas tree sales lots, farmer's markets, bus depots and transit stations, public utility stations, used car sales incidental to new car sales, and other uses found to be acceptable outdoor uses by the planning commission.

G. No use shall be permitted, and no process, equipment or materials shall be used, which are found by the planning commission to be objectionable to persons living or working in the vicinity by reasons of odor, fumes, dust, smoke, cinders, dirt, refuse, water-carried waste, noise, vibration, illumination, glare or unsightliness or to involve any hazard of fire, explosion or toxic chemicals.

H. Temporary sidewalk sales and use of the public right-of-way for the display and sales of merchandise shall require approval by the public works director. Permanent use for such purposes is strictly prohibited.

I. The following elements may project into the right-of-way: entry features up to 12 inches, awnings up to five feet, bay windows up to three feet. Awnings, bay windows, and other similar elements must have a minimum of eight feet clearance above the sidewalk.

(Ord. 04-245 § 3)

**17.62.076 Site plan and architectural design review required.**

No use shall be established on any lot or site in any CO district until a site plan and architectural plans have been submitted to and approved by the city pursuant to the Central Lathrop Design Review process, and such lot or site has been fully developed with the improvements required by the City. The Central Lathrop design review process shall take the place of the site plan review for which provision is made in Chapter 17.100 of the Lathrop Municipal Code and the architectural design review for which provision is made in Chapter 17.104 of the Lathrop Municipal Code. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping, and public improvements associated with new development within the Central Lathrop Specific Plan Area.

(Ord. 04-245 § 3)

[...]

**Article 9 P/SP-CL: Public/Semi-Public Zoning District**

[...]

**17.62.095 Site plan and architectural design review required.**

No use shall be established on any lot or site in any P/SP district until a site plan and architectural plans have been submitted to and approved by the city pursuant to the Central Lathrop Design Review process, and such lot or site has been fully developed with the improvements required by the City. The Central Lathrop design review process shall take the place of the site plan review for which provision is made in Chapter **17.100** of the Lathrop Municipal Code and the architectural design review for which provision is made in Chapter **17.104** of the Lathrop Municipal Code. Design review is required for all proposed structures, whether residential or nonresidential, together with related site plans, landscaping,. and public improvements associated with new development within the Central Lathrop Specific Plan area.

(Ord. 04-245 § 3)



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## Chapter 17.92 Landscaping and Screening Standards

[...]

### 17.92.040 Landscape plan.

A landscape plan is required for all new residential, commercial, and industrial developments. Each plan shall be professionally drawn to an identifiable scale no smaller than one inch equals 20 feet on 18 inch by 24 inch or 18 inch by 26 inch drawing media and shall include the following:

- A. Landscape Materials, Trees, Shrubs, Groundcover, Turf, Etc. Planting symbols shall be clearly drawn and plants labeled by botanical name, common name, container size, spacing, and quantities of each group of plants indicated in accordance with the provisions of this title;
- B. Property lines, street names, and existing utilities;
- C. Streets, driveways, walkways, and other paved areas;
- D. Pools, ponds, water features, fences, retaining walls and other screening devices;
- E. Existing and proposed buildings and structures including elevation if applicable;
- F. Natural features including, but not limited to, rock outcroppings, existing trees, and shrubs that will remain and those that are intended to be removed;
- G. Tree staking, plant installation, soil preparation details, and any other applicable planting and installation details;
- H. Irrigation materials, specifications, and design in conformance with the water conservation and irrigation design requirements stated in Section 17.92.060;
- I. Drainage and run-off detail as they pertain to the proposed landscape.
- J. Identify location of mulch application. Mulch shall be applied on all exposed soil surfaces of planting areas except in areas of rooting or creeping ground covers. The application of mulch will conserve soil moisture, improve fertility and health of the soil, reduce weed growth, and enhance the visual appeal of the new landscaping areas.

1. Mulch applied shall comply with SB 1383 and the following regulations. Eligible Mulch shall meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A). Eligible Mulch shall be produced at one of the following facilities:

i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

2. The applicant shall provide documentation, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and shall submit records to the City, upon completion of project. Records shall include:

i. General description of how and where the product was used and applied.

ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste.

iii. Type of product.

iv. Quantity of each product.

v. Invoice or other record demonstrating purchase or procurement.

K. Identify location of compost application. Compost shall be applied for new, renovation, or maintenance of landscaping areas.

1. Compost applied shall comply with SB 1383. Eligible compost shall meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A). Eligible compost shall be produced at one of the following facilities:

i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);

ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,

iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.

2. The applicant shall provide documentation, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and shall submit records to the City, upon completion of project. Records shall include:

i. General description of how and where the product was used and applied.

ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste.

iii. Type of product.

iv. Quantity of each product.

v. Invoice or other record demonstrating purchase or procurement.

**[...]**

New text is shown by underline; deleted text is shown by ~~strikethrough~~

## Chapter 17.100 Site Plan Review

### 17.100.010 Purposes and application.

A. The purposes of the site plan review process are to enable the planning commission to make a finding that the proposed development is in conformity with the intent and provisions of this chapter, and to guide the building official in the issuance of building permits. More specifically, site plan review is provided to ensure the following:

1. That structures, parking areas, walks, refuse containers, landscaping and street improvements are properly related to their sites and to surrounding sites and structures;
2. To prevent excessive grading of the land and creation of drainage hazards;
3. To prevent the indiscriminate clearing of property and the destruction of trees and shrubs of ornamental value;
4. To avoid unsightly, inharmonious, monotonous and hazardous site development, and to encourage originality in site design and development in a manner which will enhance the physical appearance and attractiveness of the community. The site plan review process is intended to provide for expeditious review of environmental impact assessments required by official policy of the city and laws of the state.
5. To ensure that no use shall be established on any lot or site in any zone district until a site plan and architectural plans shall have been submitted to and approved by the City pursuant to the provisions of Chapter 17.100 and 17.104 of the Lathrop Municipal Code, and such lot or site has been fully developed with the improvements required by the City.

B. Site plan review provisions of this chapter shall apply to the following uses:

1. Any use within the RCO, UR-ST, R, RM, P, P/QP, C and I zone districts, excepting single-family residential use, which is to be constructed on a residential site with complete street improvements;
2. Any use subject to an environmental impact assessment under applicable provisions of city policy as adopted by resolution pursuant to the California Environmental Quality Act of 1970, as amended.

C. Minor Changes in Property Use or Change in Occupancy.

1. Minor changes in property use or occupancy that do not warrant full site plan review as determined by the planning department will be required to make reasonable minor improvements or upgrade existing improvements under the provisions of Chapter 17.101.

[...]

**CITY OF LATHROP  
PLANNING COMMISSION RESOLUTION NO. 24-19**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP  
RECOMMENDING CITY COUNCIL ADOPT VARIOUS AMENDMENTS TO THE  
LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE  
VARIOUS SECTIONS OF TITLE 8, HEALTH AND SAFETY AND TITLE 17, ZONING  
(TA-24-161)**

**WHEREAS**, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the text amendment pursuant to the Lathrop Municipal Code; and

**WHEREAS**, the proposed text amendments is Citywide and affects all applicable properties in the City; and

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

**WHEREAS**, the proposed text amendment and zoning map amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061(b)(3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council adopt Municipal Code Text Amendment No. TA-24-161 as shown in Attachments 2 through 15 of the Staff Report, incorporated by reference herein.

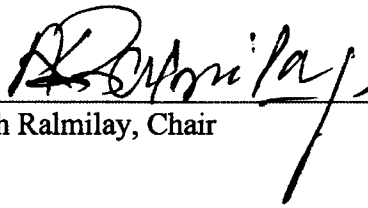
**PASSED AND ADOPTED** by the Planning Commission of the City of Lathrop at a special meeting on the 13<sup>th</sup> day of November, 2024 by the following vote:

AYES: Ralmilay, Jackson, Camarena, Rhodes, Ishihara

NOES: None

ABSTAIN: None

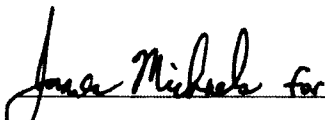
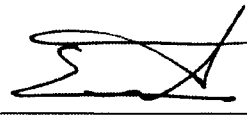
ABSENT: None



Ash Ralmilay, Chair

ATTEST:

APPROVED AS TO FORM:

  
Rick Caguiat, Secretary  
Salvador Navarrete, City Attorney

## ITEM 5.2

### **CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**ITEM: COUNCIL TO REVIEW MICROTRANSIT REQUEST FOR PROPOSAL (RFP) RESULTS AND PROVIDE DIRECTION ON TRANSIT SERVICES**

**RECOMMENDATION: Council to Review Microtransit RFP Results and Provide Direction to Staff on Transit Services**

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#### **SUMMARY:**

Currently, the City of Lathrop does not operate its own intercity transit system, however, intercity public transportation services have been a reoccurring topic brought forth by residents and amongst the Council during past Council meeting comments. In October 2024, at Council's request, staff developed a student transportation survey that was distributed to parents of Lathrop High School students within the Manteca Unified School District (MUSD). The results of that survey were presented to the Council at the October 14<sup>th</sup> meeting, including the option of hiring a transportation consultant to assist with the RFP, results evaluation and overall needs of the project. Staff had issued a Request for Proposals (RFP) for transportation consultant services; however, staff was directed to forego the transportation consultant route due to cost and timing. Staff was directed to proceed internally and issue a Request for Proposals (RFP) for transit operations within the City. The RFP was established to make public transit available, but should not be considered full scale transit operations, full scale transit will be developed based on the outcomes and recommendations in the Citywide transit study that is currently underway.

Staff developed and issued an RFP for Microtransit Operations to operate within the City through research and collaboration with multiple outside agencies. The RFP asked respondents to provide a turnkey microtransit service that would run a fixed route in the morning and afternoon as well as an on-demand service during non-fixed route periods. The Microtransit Operations RFP submittal period closed on November 21, 2024. Staff received five proposals from qualified firms, each presented unique solutions and approaches in providing Lathrop residents with public transportation options. During the Council Meeting on December 9, 2024, staff provided a brief update on the RFP's closing period and informed Council that staff would continue to evaluate proposals in preparation for the full report to be presented to Council during the January meeting.

Tonight, staff is presenting the results of the Microtransit Operations RFP and requesting Council direction on potential next steps. If Council elects to proceed with one of the RFP respondents, there are two potential scenarios that are available. Council can direct staff to bring a fully executable agreement to the next regular Council meeting; or in the interest of time, Council may direct staff to proceed with a contract authorizing the City Manager to enter into an agreement with the selected firm up to the amount authorized by Council. In either scenario to proceed a budget adjustment will also be required to fund the startup and operations for the remainder

**CITY MANAGER'S REPORT** **PAGE 2**  
**JANUARY 13, 2025, CITY COUNCIL REGULAR MEETING**  
**REVIEW MICROTRANSIT RFP RESULTS AND PROVIDE DIRECTION ON**  
**TRANSIT**

of Fiscal Year 2025. Staff proposes an initial one-year contract trial period, which would include additional one-year extensions up to a maximum of five years ensuring performance and budget metrics are met.

**BACKGROUND:**

Currently, the City of Lathrop does not operate its own intercity transit system, however, intercity public transportation services have been a reoccurring topic brought forth by residents and amongst the Council during past Council meeting comments. In October 2024, staff developed a brief survey that was shared with Lathrop parents to assess transportation needs within the City of Lathrop. City staff worked with Manteca Unified School District (MUSD) to distribute the survey to parents and guardians of Lathrop High School students.

**Survey Details**

The survey was titled "School Bus Ridership Survey for Lathrop High School" and was provided in both English and Spanish. The survey introduced the topic to the participants by explaining:

*"The City of Lathrop is exploring ways to safely transport students who are not given the option of bus transportation to and from school. The City bussing option would provide transportation to students who reside within the City of Lathrop boundaries. This program would supplement the existing transportation services provided by Manteca Unified for high school students who reside beyond a 2.5-mile radius (distance measured in air miles) of Lathrop High School in accordance with the District's transportation board policy. Your response to this survey will assist in evaluating the potential demand and establishment of routes that would service students in the future. Please take a moment to complete the questionnaire regarding your child's transportation needs. Your participation is greatly appreciated."*

The survey was pushed out by MUSD through email and was also made available to the public via the City's social media profiles. The City received 97 responses to the survey and 93 expressed "Yes, my child would ride the bus if it was available". The results of the survey will be provided to MUSD staff to validate the responses received.

**Request for Proposal (RFP)**

Staff also concurrently ran a Request for Proposal (RFP) for a transportation planning consultant that could aide staff in Lathrop High School (LHS) student transit planning. The City received one response to the RFP and the responder identified an expedited timeline of three months to complete the first phase of that project. The cost proposal from the responder estimated the first phase task cost of \$46,720. The results of that survey were presented to Council at the October 14th meeting and staff was directed to forego the transportation consultant route and proceed with issuing a Request for Proposals (RFP) for transit operations within the City. Staff had issued an RFP for



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transportation consultant services but due to cost and timing were directed to proceed internally.

Staff developed an RFP for Microtransit Operations to operate within the City through research and collaboration with multiple outside agencies. The Microtransit Operations RFP opened on October 31, 2024, and closed on November 21, 2024. The RFP solicited proposals from qualified firms or individuals to provide a turnkey Microtransit service. The RFP requested that the Microtransit vehicles run a fixed route in the morning and afternoon, then run as an on-demand service during non-fixed route periods. The RFP requested that respondents play a key role in optimizing the best use to meet the demands of the ridership. The boundaries for the service were defined as the city limits of the City of Lathrop. The goals for the Microtransit Program were as follows:

- Provide safe, reliable, and accessible on-demand transportation service
- Connect areas poorly serviced by transit to key destinations/amenities
- Increase awareness of and provide convenient connections to multi-modal and active transportation options
- Close first- and last- mile gaps at and around key transit hubs to support regional trips
- Maintain a productive, cost-effective, and sustainable Microtransit service
- Gather data to complement, support, and advance existing and future transit options

**Analysis of Proposals Received**

Staff received five (5) proposals from qualified firms that each present unique approaches to providing residents with a public transportation option. During the Council Meeting on December 9, 2024, staff provided a brief update on the RFP's closing period and that staff would continue to evaluate proposals in preparation for the full report during the January meeting.

*The RFP maintained the City's Reservation of Rights stating that: The City may evaluate the proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, waive irregularities or minor errors in a proposal, or reject any and all proposals and temporarily or permanently abandon the Project. The City further reserves the right to negotiate different prices, rates, and terms than those offered by any respondent. City makes no representations, written or oral; that it will enter into any form of agreement with any respondent to the RFP for any project and no such representations is intended or should be constructed by the issuance of this RFP.*

As stated in the RFP, the City reserves the right to award a contract to a proposing company based on any and all factors of value, whether quantitatively identifiable or not; including, but not limited to, the anticipated initiative and ability of the company to perform the required services set forth in the RFP. The City is not obliged to accept

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the lowest cost proposal and may award a contract in the best interests of the City after all factors have been evaluated. As previously mentioned, the City also has the option of not awarding to any respondent.

Respondent Highlights in Table Below:

	<b>VIA</b>	<b>Unified Transit</b>	<b>Escalon</b>	<b>Downtowner</b>	<b>Fitchburg</b>
RFP Contents	Complete	Complete	Complete	Complete	Complete
Business Location	New York, NY	Lathrop, CA	Escalon, CA	West Palm Beach, FL	Lowell, MA
Sub-Contractors	3 <sup>rd</sup> Party Drivers	None	MTM Transit, LLC	None	None
Passenger Ride Time	30 Min	30 Min	30 Min to 1 Hour	30 Min	N/A
Job Creation with Local Hiring	No	Yes	Yes	No	No
# of Vehicles	On-Demand	4	5	3 or 4	2
Startup Cost	\$82,000	\$210,000	\$660,000	\$34,984 (3) \$40,753 (4)	N/A
1 <sup>st</sup> Year Cost	\$754,805	\$915,161	\$666,073	\$831,370 (3) \$1,046,389 (4)	\$528,658
Startup + 1 <sup>st</sup> Year Cost	\$836,805	\$1,125,161	\$1,326,073	\$866,354 (3) \$1,087,142 (4)	\$528,658

As summarized above, staff is presenting the results of the Microtransit Operations RFP and is seeking direction from the Council on potential next steps and actions. Staff is recommending the City contract with Unified Transit based on their proposed number (#) and type of vehicles being suitable to meet the demands of residents during both fixed route and on-demand portions of the service. Unified Transit’s proposal did not include the use of sub-contractors, allowing the operator to have full discretion over the qualifications and specifications required for employment. The location within the City of Lathrop and the noted preference for local hiring are additional value adds. If Council elects to proceed with one of the RFP respondents, there are two potential scenarios that are available. Council can direct staff to bring a fully executable agreement to the next regular Council meeting; or in the interest of time, Council may direct staff to proceed with a contract authorizing the City Manager to enter into an agreement with the selected firm up to the amount authorized by Council. In either scenario to proceed a budget adjustment will also be required to fund the startup and operations for the remainder of Fiscal Year 2025.

**Funding Proposed**

The City receives approximately \$500,000 annually in local transportation funding from SJCOG. Staff has also identified \$411,000 in one-time funding that is currently set aside in the Measure C Fund for transit. Some revenue is anticipated to be

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collected through fares charged to riders. These fares would be used to offset expenses associated with the operations of a transit system. The City currently has received approximately \$1,800,000 in transit funds from SJCOG from prior Fiscal Years and has been setting them aside in anticipation of establishing public transit within the City.

**REASON FOR RECOMMENDATION:**

Currently, the City of Lathrop does not operate its own intercity transit system, however, public transportation services have been a reoccurring topic brought forth by residents and amongst the Council during past Council meeting comments. The majority of the cities in the San Joaquin County currently operate their own intercity transit system. Additionally, there are some funding opportunities that exist for these services, and in order to be eligible for these funds, the City must be its own transit provider. Staff is recommending Unified Transit due to the overall value and ability to startup operations via the timing identified in their proposal.

**FISCAL IMPACT:**

The fiscal impact will vary drastically based on the direction provided by Council. The City has received approximately \$1,800,000 in transit funds from SJCOG. The use of these funds is restricted to specific categories for transportation purposes. Staff has also identified \$411,000 that has been set aside in Measure C Fund balance reserves for transportation purposes. The combination of these funds could operate the program through an initial one-year contract trial period. Staff proposes to include additional one-year extensions up to a maximum of five years ensuring performance and budget metrics are met. Staff will continue to seek out additional funding sources to sustain the program in future fiscal years.

Staff will proceed with Council direction, a budget amendment will need to accompany the direction to fund the program if desired.

**ATTACHMENTS:**

- A. Resolution

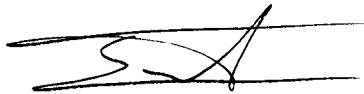
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**APPROVALS**



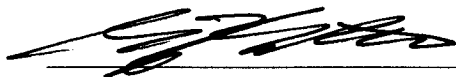
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

1/9/2025  
Date



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

1-9-2025  
Date



\_\_\_\_\_  
Stephen Salvatore  
City Manager

1.9.25  
Date

**RESOLUTION NO. 25 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REVIEW MICROTRANSIT REQUEST FOR PROPOSAL (RFP) RESULTS AND PROVIDE DIRECTION ON TRANSIT SERVICES**

**WHEREAS**, the City of Lathrop does not operate its own intercity transit system, however, intercity public transportation services have been a reoccurring topic brought forth by residents and amongst the Council during past Council meeting comments; and

**WHEREAS**, in October 2024, at Council's request, staff developed a student transportation survey that was distributed to parents of Lathrop High School students within the Manteca Unified School District (MUSD). The results of that survey were presented to the Council at the October 14<sup>th</sup> meeting, including the option of hiring a transportation consultant to assist with the RFP, results evaluation and overall needs of the project. Staff had issued a Request for Proposals (RFP) for transportation consultant services; however, staff was directed to forego the transportation consultant route due to cost and timing; and

**WHEREAS**, staff developed and issued an RFP for Microtransit Operations to operate within the City through research and collaboration with multiple outside agencies. The RFP asked respondents to provide a turnkey microtransit service that would run a fixed route in the morning and afternoon as well as an on-demand service during non-fixed route periods; and

**WHEREAS**, the Microtransit Operations RFP submittal period closed on November 21, 2024. Staff received five proposals from qualified firms, each presented unique solutions and approaches in providing Lathrop residents with public transportation options. During the Council Meeting on December 9, 2024, staff provided a brief update on the RFP's closing period and informed Council that staff would continue to evaluate proposals in preparation for the full report to be presented to Council during the January meeting; and

**WHEREAS**, the RFP requested that respondents play a key role in optimizing the best use to meet the demands of the ridership. The boundaries for the service were defined as the city limits of the City of Lathrop. The goals for the Microtransit Program were as follows:

- Provide safe, reliable, and accessible on-demand transportation service
- Connect areas poorly serviced by transit to key destinations/amenities
- Increase awareness of and provide convenient connections to multi-modal and active transportation options
- Close first- and last- mile gaps at and around key transit hubs to support regional trips
- Maintain a productive, cost-effective, and sustainable Microtransit service

- Gather data to complement, support, and advance existing and future transit options; and

**WHEREAS**, the RFP maintained the City’s Reservation of Rights stating that: *The City may evaluate the proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right to divide the Project into multiple parts, to reject any and all proposals and re-solicit for new proposals, waive irregularities or minor errors in a proposal, or reject any and all proposals and temporarily or permanently abandon the Project. The City further reserves the right to negotiate different prices, rates, and terms than those offered by any respondent. City makes no representations, written or oral; that it will enter into any form of agreement with any respondent to the RFP for any project and no such representations is intended or should be constructed by the issuance of this RFP; and*

**WHEREAS**, the City is not obliged to accept the lowest cost proposal and may award a contract in the best interests of the City after all factors have been evaluated; and

**WHEREAS**, the RFP Respondent Highlights in Table Below:

	VIA	Unified Transit	Escalon	Downtowner	Fitchburg
RFP Contents	Complete	Complete	Complete	Complete	Complete
Business Location	New York, NY	Lathrop, CA	Escalon, CA	West Palm Beach, FL	Lowell, MA
Sub-Contractors	3 <sup>rd</sup> Party Drivers	None	MTM Transit, LLC	None	None
Passenger Ride Time	30 Min	30 Min	30 Min to 1 Hour	30 Min	N/A
Job Creation with Local Hiring	No	Yes	Yes	No	No
# of Vehicles	On-Demand	4	5	3 or 4	2
Startup Cost	\$82,000	\$210,000	\$660,000	\$34,984 (3) \$40,753 (4)	N/A
1 <sup>st</sup> Year Cost	\$754,805	\$915,161	\$666,073	\$831,370 (3) \$1,046,389 (4)	\$528,658
Startup + 1 <sup>st</sup> Year Cost	\$836,805	\$1,125,161	\$1,326,073	\$866,354 (3) \$1,087,142 (4)	\$528,658

;and

**WHEREAS**, staff is presenting the results of the Microtransit Operations RFP and is seeking direction from the Council on potential next steps and actions; and

**WHEREAS**, staff is recommending the City contract with Unified Transit based on their proposed number (#) and type of vehicles being suitable to meet the demands of residents during both fixed route and on-demand portions of the service. Unified Transit’s proposal did not include the use of sub-contractors, allowing the

operator to have full discretion over the qualifications and specifications required for employment. The location within the City of Lathrop and the noted preference for local hiring are additional value adds; and

**WHEREAS,** the City receives approximately \$500,000 annually in local transportation funding from SJCOG. Staff has also identified \$411,000 in one-time funding that is currently set aside in the Measure C Fund for transit. Some revenue is anticipated to be collected through fares charged to riders. These fares would be used to offset expenses associated with the operations of a transit system. The City currently has received approximately \$1,800,000 in transit funds from SJCOG from prior Fiscal Years and has been setting them aside in anticipation of establishing public transit within the City; and

**WHEREAS,** staff will proceed with Council direction, a budget amendment will need to accompany the direction to fund the program if desired:

Increase Appropriation

FUND-Expenditure Account

\$Council Authorized

; and

**WHEREAS,** staff proposes an initial one-year contract trial period, which would include additional one-year extensions up to a maximum of five years ensuring performance and budget metrics are met.

**NOW, THEREFORE, BE IT RESOLVED,** the City Council of the City of Lathrop selects one of the RFP respondents, with options detailed below:

**Option A:** Council can direct staff to bring a fully executable agreement to the next regular Council meeting; or

**Option B:** Or in the interest of time, Council may direct staff to proceed with a contract authorizing the City Manager to enter into an agreement with the selected firm up to the amount authorized by Council; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED,** the City Council of the City of Lathrop does hereby approve a budget amendment for an amount not to exceed the option directed.

The foregoing resolution was passed and adopted this 13<sup>th</sup> day of January, 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

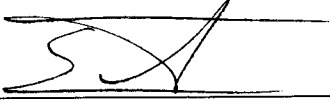
ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



**ITEM: ESTABLISH A FINANCIAL INCENTIVE PROGRAM LIMITED TO NEW RETAIL ESTABLISHMENTS LOCATING IN THE CITY EAST OF INTERSTATE 5 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION: Council to Discuss and Consider a Resolution to Establish a Retail Incentive Program and Approve Budget Amendment**

**SUMMARY:**

Retail Incentive Programs are generally meant to stimulate the private sector to invest in a community and to enhance a city’s economic development efforts to attract unique retail and entertainment entities that offer shopping, full-service dining, entertainment, and/or recreational venues for its residents and tourism promotion.

The proposed Retail Incentive Program is meant to attract new investment from retailers that are not currently located within its city limits. The Program offers a financial incentive in the form of a credit-based grant (Grant) payable toward eligible city fees related to a business license, tenant improvements of an existing space, or construction of a new building. The Grant is meant to reduce the start-up expenses for a new retail business located within the City of Lathrop’s Program Target Area, also identified as East of Interstate 5 Planning Areas.

The proposed Retail Incentive Program offers eligible retailers a credit-based grant applicable toward City fees within three categories:

<b>Category</b>	<b>City Fee Credit-Based Grant</b>
New Construction	Up to 50% of total eligible City Capital Facility fees with a maximum of \$250,000 per new construction
Existing Building/Space With Tenant Improvements	Up to 75% of City Building Permit and Plan Check fees with a maximum of \$25,000 per use
Existing Building/Space Without Tenant Improvements (Minimum 5-year Lease)	Up to 5 years of City Business License fees

Staff proposes the use of Measure D’s Economic Development Fund – Citywide Account as the funding mechanism for the proposed Retail Incentive Program.

**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING****ESTABLISH A FINANCIAL INCENTIVE PROGRAM LIMITED TO NEW RETAIL ESTABLISHMENTS LOCATING IN THE CITY EAST OF INTERSTATE 5 AND APPROVE BUDGET AMENDMENT****BACKGROUND:**

On October 14, 2024, Lathrop City Council directed staff to explore possible financial incentive programs to assist in the attraction of entertainment establishments. At the November 18<sup>th</sup> City Council meeting, staff presented various options for offering financial incentives for the purpose of marketing to attract new entertainment uses to the City.

Council feedback provided direction to the Economic Development Administrator to craft an incentive program utilizing Measure D's Economic Development – Citywide Account (Measure D) as the funding source. Council emphasized the purpose of such an incentive program should be to enhance efforts to attract retail, entertainment, and recreational entities, including small businesses, to the City. Council gave additional feedback and direction for the financial incentive to be based on City Capital Facility fees for new development, Building Permit & Plan Check fees associated with tenant improvements of existing buildings/space, or business license fees.

Passed by the vote of the electorate on November 7, 2000, Measure D established an Economic Development Fee (EDF) for the purpose of stimulating business activities in the local economy. The EDF is solely funded through new homes sales in River Islands. At close of escrow for each new home sold, a \$5,000 EDF fee is collected with eighty percent (80%) deposited to a "Stewart Tract Account" and twenty percent (20%) deposited to a "Citywide Account". Measure D limits allocation of money from the EDF Citywide Account to the east side of Interstate 5 within Lathrop's city limits.

The proposed Lathrop Retail Incentive Program offers a financial incentive in the form of a credit-based grant (Grant) to be applied toward eligible city fees for a business license, tenant improvements of an existing space, or construction of a new building. This credit-based financial incentive may reduce start-up expenses for the business thereby freeing up capital to be used for other purposes.

As detailed on the proposed terms and conditions of the incentive program attached as Attachment B, the business must be a new retail, entertainment and/or recreational business not currently located within Lathrop's city limits. The new business must be physically based in a permitted commercial zone within Lathrop's Program Target Area to meet eligibility requirements. Business categories that are eligible to apply for the Retail Incentive Grant include:

- Retail establishments that sell goods to consumers and patrons
- Full-service restaurants
- Entertainment and recreational entities
- Small business retailers, entertainment or recreational entities with at least 3 full-time employees

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**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**ESTABLISH A FINANCIAL INCENTIVE PROGRAM LIMITED TO NEW RETAIL ESTABLISHMENTS LOCATING IN THE CITY EAST OF INTERSTATE 5 AND APPROVE BUDGET AMENDMENT**

Home occupational businesses, retail service providers, mobile food wagons/vendors, and businesses whose primary sales include fuel, alcohol, tobacco, cannabis, and/or smoking devices are not eligible for the Retail Incentive Program.

Business entities granted financial assistance under the Retail Incentive Program must be consistent with the Zoning Ordinance, General Plan, applicable specific plan, building codes, sign ordinances, and development & design standards of the City of Lathrop.

The Program shall be administered by the Economic Development Administrator (Program Administrator) or City Manager’s designee. The Program Administrator will review the application(s) for completion and eligibility in accordance with the guidelines.

**REASON FOR RECOMMENDATION:**

Staff recommends that City Council consider the proposed resolution to establish a Retail Incentive Program and approve a related budget amendment.

**FISCAL IMPACT:**

If approved, Measure D – Economic Development Fund, Citywide Account would be the funding source for the proposed Retail Incentive Program with the following budget amendment for FY 2024/2025 and creation of project number GG 25-177:

Increase Transfer Out – 2440-9900-990-9010	\$ _____
Increase Transfer In – 3010-9900-393-0000 GG 25.17	\$ _____
Increase Expense – 3010-8000-440-40-00 GG 25-17	\$ _____

**ATTACHMENTS:**

- A. Resolution to establish a Retail Incentive Program and approve related budget amendment
- B. City of Lathrop East of Interstate 5 Planning Areas Retail Incentive Program

**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**ESTABLISH A FINANCIAL INCENTIVE PROGRAM LIMITED TO NEW RETAIL**  
**ESTABLISHMENTS LOCATING IN THE CITY EAST OF INTERSTATE 5 AND**  
**APPROVE BUDGET AMENDMENT**

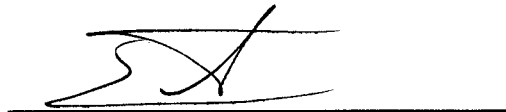
**APPROVALS:**

  
\_\_\_\_\_  
Shelley Burcham  
Economic Development Administrator

1-7-2025  
\_\_\_\_\_  
Date

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

1/7/2025  
\_\_\_\_\_  
Date

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

1-7-2025  
\_\_\_\_\_  
Date

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

1.8.25  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ESTABLISH A RETAIL INCENTIVE PROGRAM, AND APPROPRIATE A DOLLAR APPROVE RELATED BUDGET AMENDMENT**

**WHEREAS**, City Council desires to enhance economic development opportunities to attract retail and entertainment entities that offer shopping, full-service dining, entertainment, and/or recreational venues for residents and tourism promotion; and

**WHEREAS**, the proposed Retail Incentive Program offers financial assistance in the form of a credit-based grant payable toward eligible city fees related to a business license, tenant improvements of an existing space, or construction of new building; and

**WHEREAS**, Measure D – Economic Development Fund - Citywide Account shall be used as the source of funding for the proposed Retail Incentive Program; and

**WHEREAS**, Council designates the City Manager as the approving authority to transfer appropriated funds to the respective City fees awarded through the proposed Retail Incentive Program.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lathrop hereby establishes the Retail Incentive Program as described in Attachment B to the staff report that accompanied this resolution; and

**BE IT FUTHER RESOLVED** that the City Council finds the use of Measure D as a funding mechanism for the proposed Retail Incentive Program to be consistent with the voter approved ballot measure; and

**BE IT FURTHER RESOLVED** that the Council authorizes the following FY 2024/2025 budget amendment and creation of project number GG 25-177 to fund the Retail Incentive Program:

Increase Transfer Out — 2440-9900-990-9010	\$ _____
Increase Transfer In — 3010-9900-393-0000 GG 25-17	\$ _____
Increase Expense — 3010-8800-440-40-00 GG 25-17	\$ _____

**PASSED AND ADOPTED** this 13<sup>th</sup> day of January 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

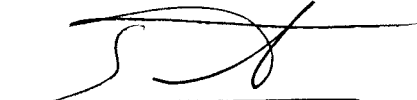
ABSENT:

\_\_\_\_\_  
PAUL AKINJO, MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



CITY OF LATHROP  
EAST OF INTERSTATE 5<sup>1</sup> PLANNING AREAS  
RETAIL INCENTIVE PROGRAM

**SECTION I – Purpose**

Retail Incentive Programs are generally meant to stimulate the private sector to invest in a community and to enhance a city’s economic development efforts to attract unique retail and entertainment entities that offer shopping, full-service dining, entertainment, and/or recreational venues for its residents and tourism promotion.

Lathrop’s Retail Incentive Program is meant to attract new investment dollars from retailers that are not currently located within its city limits. The Program offers a financial incentive in the form of a credit-based grant (Grant) payable toward eligible city fees related to a business license, tenant improvements of an existing space, or construction of a new building. The Grant is meant to reduce the start-up expenses for a new retail business located within the City of Lathrop’s Program Target Area, also identified as East of Interstate 5 Planning Areas.

The Program shall be administered by the Economic Development Administrator (“Program Administrator”) or the City Manager’s designee.

**SECTION II – Program Elements**

A. Goals and Objectives

- i. To attract commercial retail businesses that offer shopping, full-service dining, entertainment, and/or recreational venues to Lathrop.
- ii. To enhance opportunities to bring tourism into the community.
- iii. To provide residents with the opportunity to shop, dine, recreate, and be entertained closer to home.
- iv. To strengthen the commercial environment to allow economic vitality within the community, while complementing the region.

B. Eligibility and Thresholds

To be an “eligible applicant” for Lathrop’s Retail Incentive Program, a business must meet the following criteria:

- i. Business Eligibility
  - a. A new retail business not currently operating within Lathrop’s city limits.
  - b. Business categories that are eligible to apply for the Retail Incentive Program include:
    - i. Retail establishments that sell goods to consumers and patrons
    - ii. Full-service restaurants
    - iii. Entertainment and recreational entities

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<sup>1</sup> Measure D limits allocation of money from the Citywide Economic Development Fund to the east side of Interstate 5. (Document #2003-069319, Official Records of County of San Joaquin Dated 3/31/2003, “2003 Amended and Restated Development Agreement By and Between Califia, LLC, a California limited liability company, The Cambay Group, Inc., a California Corporation, and the City of Lathrop, a municipal corporation, dated February 4, 2003., Section 7.05.01 Economic Development Fee)



- iv. Small business retailers, entertainment or recreational entities with at least 3 full-time employees
- c. Business must seek to be based physically within a permitted commercially zoned location identified within the Program Target Area. (Refer to Section VI)
- ii. Property Eligibility/Ineligibility
  - a. Business must be physically based in a permitted commercial zone within the City of Lathrop's Program Target Area. (Refer to Section VI)
  - b. Retail tenants occupying existing building/space with a minimum of a 5-year lease commitment.
  - c. The following business categories are excluded from this program:
    - 1. Home occupational businesses.
    - 2. Retail service industries.
    - 3. Businesses whose primary sales include fuel, alcohol, tobacco, cannabis, and/or smoking devices.
    - 4. Mobile food wagons and vendors.
  - d. Construction or tenant improvements on buildings used solely for office and/or storage are ineligible for use of financial incentive.

C. Retail Incentive Program Categories

i. New Construction

A qualified entity that builds a new structure for the purpose of housing its operations may apply for a financial incentive payable toward eligible City Capital Facility fees. The Retail Incentive may award a credit up to 50% of the total eligible City Capital Facility fees with a maximum of \$250,000 per entity. Any Retail Incentive awarded under this category will be credited to the applicable City Capital Facility fees at the time of Building Permit Issuance. Retail Incentive awards shall not be applied to Non-City fees.

ii. Existing Building/Space – Tenant Improvements

A qualified entity that conducts tenant improvements to accommodate its operations may be eligible for a credit up to 75% financial incentive, up to a maximum of \$25,000 per entity, to be credited toward applicable building permit and plan check fees. Payment of the credit-based grant will be applied toward eligible City fees upon payment of invoice for Building & Plan Check application.

iii. Existing Building/Space – No Tenant Improvements

A qualified entity, with a minimum 5-year lease on an existing building or space, that does not require any tenant improvements, may apply for a financial incentive payable as a credit toward the business license fee for up to five future years. Any Retail Incentive awarded under this category will be applied as a fee credit at issuance of business license and upon annual renewal for four consecutive years.

All property improvements made under this program must be consistent with the Zoning Ordinance, General Plan, applicable specific plan, building codes, sign ordinances, and development & design standards of the City of Lathrop.





## SECTION III – Funding

The City of Lathrop reserves the right to cancel or modify the Retail Incentive Program at any time without notice. Continuation of the Program is subject to sufficient funding as appropriated by the Lathrop City Council.

### A. Funding Source and Availability

Funding for this Program is appropriated by the Lathrop City Council as part of its bi-annual budget process from Measure D's Citywide Economic Development Fund. There is no guarantee of the amount of funds that will be allocated each year. Funds for the Program shall be available on a first-come, first-serve basis. All financial assistance through the Retail Incentive Program is strictly subject to the availability of program funds. All payments made by the City under the terms of the Retail Incentive Program shall be applied as a credit toward a portion of the City fees incurred by the applicant's project.

### B. Credit-Based Grant Awards

#### i. New Construction

A qualified entity that builds a new structure, within the Program Target Area, for the purpose of housing its operations may apply for a Retail Incentive. The Retail Incentive for new construction shall be applied in the form of a credit-based grant payable toward eligible City Capital Facility fees. The Retail Incentive may offer a credit of up to 50% of the eligible City Capital Facility fees, not to exceed a maximum of \$250,000 per entity. Payment of the credit-based grant will be applied toward eligible City fees at the time of Building Permit Issuance.

Eligible City Capital Facility fee categories will be limited to: Development impact fees payable to the City of Lathrop for facilities and infrastructure related to municipal service, irrigation, water, sewer, stormwater, and transportation.

#### ii. Existing Building/Space – Tenant Improvements

A qualified entity that locates in an existing building/space, within the Program Target Area, that requires tenant improvements to accommodate its operations may apply for a Retail Incentive. The Retail Incentive for existing building/space shall be applied in the form of a credit-based grant payable toward eligible building permit and plan check fees associated with tenant improvements. The Retail Incentive may offer a credit of up to 100% payment of building permit and plan check fees, not to exceed \$25,000 per entity. Payment of the credit-based grant will be applied toward eligible City fees on issuance of invoice for Building & Plan Check application.

Eligible building permit and plan check fees will be limited to: Building permit, electrical, plumbing, mechanical, energy and disable fees.

#### iii. Existing Building/Space – No Tenant Improvements

A qualified entity, with a minimum 5-year lease on an existing building/space that does not require any tenant improvements, may apply for a Retail Incentive. The Retail Incentive shall be issued as a credit-based grant payable toward business license fees for up to five future years. The Retail Incentive shall apply toward fees at issuance of business license and upon annual renewal for four consecutive years.



## **SECTION IV – Process & Requirements**

### **A. Step One: Application Submittal and Evaluation**

Qualifying Applicants must submit a completed application with the required attachments to:

Attention: Economic Development Division, Program Administrator  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

-OR-

Send via email to: [econdev@ci.lathrop.ca.us](mailto:econdev@ci.lathrop.ca.us) with Retail Incentive Program in the subject line.

Applications will be deemed complete if a submittal includes the following:

1. Completed and signed application.
2. Description of the proposed tenant improvements or new construction.
3. Estimated projected schedule to completion of proposed tenant improvements or new construction.
4. Copy of executed lease reflecting at least a 5-year commitment for existing building/space not requiring tenant improvements.

Applications that do not include all required documents upon submission will be deemed incomplete and returned unprocessed to applicants.

### **B. Step Two: Notification of Approval or Notice of Denial**

The City will notify applicants in writing of conditional approval or denial of grant incentive by mail or email within 10 business days of an application being deemed complete.

### **C. Step Three: Conditions of Award**

#### **1. Time Limit Requirements**

Once the Retail Incentive award receives final approval, the applicant shall diligently pursue completion of the project and successfully receive the Certificate of Occupancy within a reasonable timeframe as listed below:

- New Construction – within 2 years of Grant Award Notification.
- Existing Building w/Tenant Improvements – within 1 year of Grant Award Notification.
- Existing Building w/o Tenant Improvements – within 6 months of Grant Award Notification.

#### **2. Time Extension Requests**

- a) A request for a time extension must be made by writing to the Program Administrator.
- b) The request must state the reasons for the time extension.
- c) The request must be received by the Program Administrator prior to the deadline for the completion of the project as referenced above.



Notwithstanding anything to the contrary contained herein, if a Certificate of Occupancy is not successfully obtained within the noted timeframe as outlined in Section IV.C.1., and no time extensions have been granted, participation in this program may be canceled at the discretion of the Lathrop City Council, and applicant will be invoiced for the financial incentive applied toward City fees.

**D. Step Five: Permits & Business License**

Applicant or his/her authorized agent shall obtain all applicable permits for proposed new construction or tenant improvements prior to any work beginning. A business license must be obtained prior to the issuance of the Certificate of Occupancy.

**E. Step Six: Payment of Credit-Based Grant Award**

All credit-based grant awards will be completed through internal transfer of funds from the City's Measure D – Economic Development Fund's Citywide Account to the appropriate fee category or payment of business license on behalf of the grant recipient. Funds will be applied as described in Section III.B.- Funding. Any awarded financial incentive shall not be issued as direct payment to the recipient.

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**Contact Information**

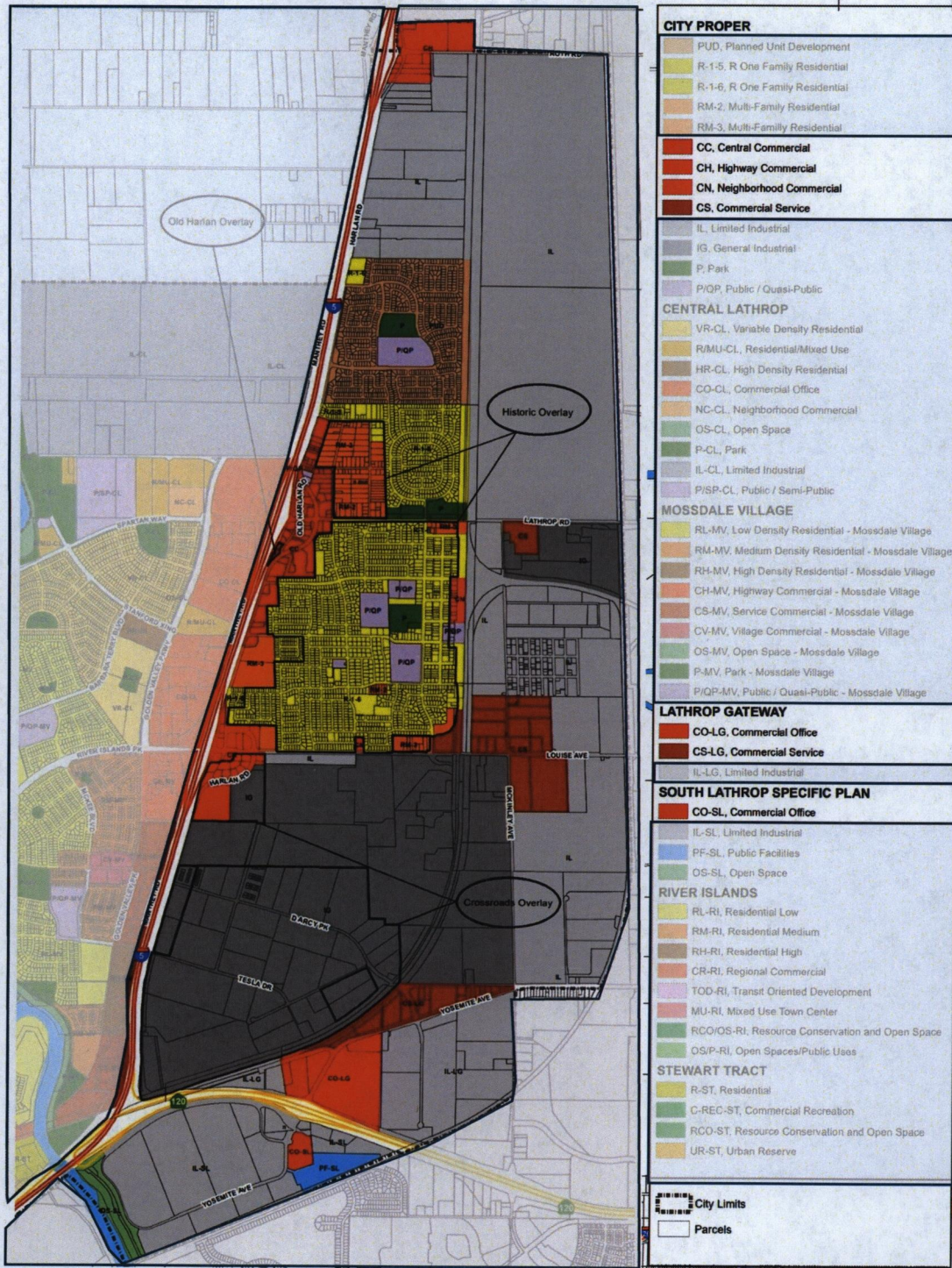
For additional information about this program or to schedule a meeting with City staff to discuss your project, please contact the Economic Development Division at (209) 941-7221 or by email to [econdev@ci.lathrop.ca.us](mailto:econdev@ci.lathrop.ca.us).





### SECTION VI – Program Target Area

In accordance with Measure D<sup>2</sup> provisions, the program boundaries are limited to commercially zoned areas located within Lathrop city limits east of Interstate 5. Please refer to the City’s Zoning map below or on the City’s website for zoning designations.



<sup>2</sup> Measure D limits allocation of money from the Citywide Economic Development Fund to the east side of Interstate 5. (Document #2003-069319, Official Records of County of San Joaquin Dated 3/31/2003, “2003 Amended and Restated Development Agreement By and Between Califia, LLC, a California limited liability company, The Cambay Group, Inc., a California Corporation, and the City of Lathrop, a municipal corporation, dated February 4, 2003., Section 7.05.01 Economic Development Fee)





## **Definitions:**

**CITY CAPITAL FACILITY FEES:** City Capital Facilities Fees are fees established to mitigate the impacts of new development. These fees are used to finance city infrastructure and municipal facilities, such as water, sewer, storm, transportation and municipal buildings.

**CERTIFICATE OF OCCUPANCY:** A legal document issued by City officials that proves property is safe and meets code and usage requirements.

**COMMERCIAL ZONE:** Areas of the city specifically set aside for commercial businesses. The City of Lathrop's Municipal Code defines the types of businesses allowed to locate within a commercially designated zone.

**ELIGIBLE APPLICANT:** An applicant who meets the eligibility requirements for a particular program.

**GRANT CREDIT AWARD:** Grant recipients will receive financial credit toward eligible city fees, based on applicable incentive program, thereby reducing start-up costs to the business.

**NEW CONSTRUCTION:** A qualified business that constructs a new building in which to operate.

**NON-CITY FEES:** A one-time fee paid at the time of development or redevelopment that is received by a governing agency outside of the City government. Such fees may include, but are not limited to, agricultural mitigation, levee mitigation, habitat conservation, regional transportation, County capital facility fee, Fire fees, School fees, and Air District fees.

**PROGRAM TARGET AREA:** An area defined with specific boundaries to show the location of program eligibility.

**QUALIFIED ENTITY:** A business that engages in the selling of goods to customers, full-service restaurants, entertainment, and recreational uses.

**RETAIL SERVICE INDUSTRIES:** A business that provides or offers a service to the benefit of their customers or patrons. Service industries may include, but are not limited to, communications, healthcare, finance, hospitality, education, repair, and salons.

**SMALL BUSINESS:** A new retail entity with at least 3 full-time employees.

**TENANT IMPROVEMENTS:** Improvements to an existing building or space that require a building permit to be issued by the City.





**Signature Page**

**General Conditions:** Applicant agrees and acknowledges the following terms and conditions in addition to those listed in Section IV – Process and Requirements of this application:

- **WAIVER.** The undersigned understand and agree that the City of Lathrop (“City”) and its officers, agents, and employees shall have no responsibility or liability for any failure or inadequacy of performance by person or firm contracting, subcontracting or employed to perform any part of the aforesaid improvement work, including architect, nor for any defective workmanship or materials involved therein, and hereby expressly waives any and all claims, rights or demands against the City, its agents or employees.
- **INDEMNIFICATION.** The undersigned shall indemnify, defend and hold harmless City from and against any and all claims, liabilities, losses, damages, costs and expenses resulting out of the acts or omissions of the borrower or the borrower’s contractors, subcontractors, or employees of the undersigned, pertaining to the aforesaid improvement work or the use or operation of the property.
- **APPLICANT ACKNOWLEDGEMENT AND AGREEMENT**
  1. The applicant is solely responsible for all safety conditions and compliance with all safety regulations, building codes, ordinances, and other applicable regulations.
  2. Applicants must have a current Business License to conduct business at the address where new construction or tenant improvements are to occur.
  3. All new construction and property improvements made under this program must be consistent with the City’s Zoning Ordinance, General Plan, and any design guidelines designated by applicable specific plan. As with any other project, the property improvements under this program must also adhere to all applicable building codes, sign ordinances, and development design standards for the City of Lathrop. Any code violations must be corrected before reimbursement funding is released.
  4. The applicant authorizes the City of Lathrop to promote an approved project, including but not limited to displaying a sign at the site, during and after construction, and using photographs and descriptions of the project in City of Lathrop materials and press releases.
  5. The applicant understands and acknowledges the City of Lathrop reserves the right to make changes and/or additions to conditions of the Retail Incentive Program as it deems necessary.
  6. If at any time you wish to withdraw your application, you must notify the City of Lathrop’s Economic Development Division in writing at 390 Towne Centre Drive, Lathrop, CA 95330, as soon as possible.
  7. The City reserves the right to issue an invoice for repayment of financial incentive awarded to the recipient if Certificate of Occupancy is not achieved within allotted timeframe indicated in Section 4.C. – Issuance and Conditions of Award.
  8. The applicant has read and understands the program description and agrees to its terms.

**Applicant and Property Owner Signatures**

Print Applicant Name		Applicant Signature	Date

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## ITEM 5.4

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY LIMITS

**RECOMMENDATION:** City Council to Discuss and Provide Staff Direction Regarding a Potential Amendment to the Municipal Code Regarding Keeping Fowl Within City Limits

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#### **SUMMARY:**

Based on feedback from residents and City Staff, staff recommend a discussion by City Council to consider amending the Municipal Code regarding keeping fowl within the city limits (LMC 6.16.010).

Tonight's requested action from the Council is to provide direction to staff whether to propose an amendment to the existing municipal code governing fowl.

#### **BACKGROUND:**

The current Lathrop Municipal Code, LMC sections 6.16.010 through 6.16.040, imposes general restrictions on the possession of chickens and other fowl in areas zoned as residential, establishing acreage requirements, a maximum number of animals per parcel, and minimum setbacks from all dwellings and lot lines. These regulations have been designed to preserve neighborhood aesthetics, ensure animal welfare, and prevent the accumulation of waste that could impact public health.

Current LMC:

**6.16.010** Keeping livestock, fowl, rabbits and bees within the city limits.

A. No person shall stable, keep, pasture or maintain any livestock, fowl, rabbit or bees within the limits of the city on any lot unless expressly allowed to do so by the zoning provisions. No person owning any interest in any lot or parcel of real property, within the limits of the city shall permit the same to be owned, kept, possessed or maintained upon such lot or parcel of real property unless expressly permitted by the zoning provisions. The provisions of this section shall not apply, however, to any circus, carnival or show permitted to operate within the limits of the city.

B. For the purposes of this section, the lot specifications shall be:

1. Livestock and Bees. No person shall stable, keep, pasture, or maintain any livestock or bees within the limits of the city on any lot less than one acre.

**CITY MANAGER'S REPORT** **PAGE 2**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY**  
**LIMITS**

2. Fowl and Rabbits. No person shall keep or maintain any fowl or rabbit within the limits of the city on any lot less than one-third of an acre, except as provided for in subsection (B)(4) below.

3. Pot-Belly Pigs. No person shall keep or maintain any pot-belly pig within the limits of the city on any lot less than 10,000 square feet.

4. Peacocks. No person shall keep or maintain any peacock within the limits of the city unless such peacock was present in the city on January 1, 1990.

**6.16.020** Keeping livestock, rabbits and fowl—Requirements.

For the purposes of this section, no person or persons, firm or corporation shall keep or maintain or cause to be kept or maintained within the city any fowl, rabbit or livestock unless allowed by the zoning chapter and only under the following conditions:

A. No person shall keep or maintain in the city more than 12 mature fowl or rabbits, or combination thereof.

B. No person shall raise, keep or have in his or her possession in the city any live rooster.

C. No person shall keep or maintain more than two adult livestock animals. However, no adult male goat or sheep shall be kept or maintained unless neutered.

D. Rabbits must be kept in hutches so constructed as not to allow the urine to pollute the ground, and provided with floors that are removable for the purpose of cleaning and disinfecting; no box hutches will be permitted.

**6.16.030** Enclosures required.

Where any fowl, rabbit or livestock animal is permitted under the zoning code, no person may keep, harbor or possess any such animal unless the following conditions are met:

A. The fowl, rabbit and livestock shall be confined within a suitable coop or stall or suitable enclosure after sundown.

B. A stall shall include bedding for livestock such as wood shaving, shredded bark, straw or sawdust.

C. A coop shall have a concrete floor, reasonably impervious to moisture. The concrete floor shall be sloped so as to lead drainage to an outlet point and a drainage system shall be provided.

**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY LIMITS**

D. The stall or coop shall at all times be maintained in a clean and sanitary condition, and at all times be free from offensive odors and flies. All dead animals, manure, refuse, feathers, and other waste matter shall be removed within a reasonable time; not to exceed 48 hours, or kept in fly-tight containers until such removal.

E. Such stall or coop shall be well limewashed or painted once a year, or more often if necessary.

F. Livestock shall be confined by a lawful fence. A "lawful fence" is any fence which is good, strong, substantial and sufficient to prevent the ingress and egress of livestock. No wire fence is good substantial fence within the meaning of this subsection unless it has three tightly stretched barbed wires securely fastened to posts of reasonable strength, firmly set in the ground not more than one rod apart, one of which wires shall be at least four feet above the surface of the ground. Any kind of wire or other fence of height, strength and capacity equal to or greater than the wire fence herein described is a good and substantial fence within the meaning of this article. The term "lawful fence" includes cattle guards of such width, depth, rail spacing and construction as will effectively turn livestock.

**6.16.040** Keeping livestock near dwellings prohibited.

A. No person may keep or allow to be kept on premises owned, occupied or controlled by him or her, livestock (excluding pot-belly pigs kept in residential zones), fowl or rabbits within 50 feet of a dwelling unit or within 25 feet of any property line.

B. No part of any such stall, pasture, coop, hutch or runway shall be less than 50 feet from any dwelling or place of business occupied by human beings for dwelling or business purposes.

C. No person shall keep or maintain any stall, pasture, coop, hutch or runway within 25 feet of any property line of the lot or parcel of land upon which it is situated.

Since the adoption of the current municipal code sections in 1992, owners of parcels less than 1/3 of an acre in size have been prohibited from keeping chickens on their properties. A review of Lathrop Police Department calls for service revealed complaints related to fowl at fifteen separate addresses. This enforcement is almost solely in response to complaints received from community members. Approximately half of these complaints occurred in historic areas of the City where the parcel sizes range from about .17 acres to .63 acres, with many of the parcels being about 1/4 of an acre. Some neighborhoods within the City have existing CC&Rs, HOA bylaws, or other occupancy agreements that prohibit possessing any chickens.

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**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY**  
**LIMITS**

Our current procedure:

If a CSO is dispatched to a complaint of chickens in violation of the municipal code, the CSO will do as follows:

1. The CSO will verify the parcel size based on county assessor records to determine whether the property meets acreage requirements.
2. If not, the CSO will contact the resident and/or property owner to let them know that they cannot keep fowl on the property since it violates LMC 6.16.010.
2. The CSO will give the resident and/or property owner 10-15 days to rehome the animals.
3. The CSO will follow up and if animals are still there, the resident and/or property owner will be issued a Notice of Violation. They will be given 7 to 10 days to comply.
4. If not in compliance, the resident and/or property owner will be issued a citation for violating LMC 6.16.010.
5. The resident and/or property owner will continue to be cited until brought into compliance.

If the council wishes to consider amending the municipal code to expand the number of parcels allowed to possess chickens, general acreage requirements could be lowered, or smaller parcels could be included, but with fewer animals per parcel allowed. For example, the current code states that a parcel that is 1/3 of an acre can accommodate a maximum of twelve (12) chickens. One way to expand the ability to keep chickens would be to amend the code to allow a maximum of eight (8) chickens on parcels that are at least 1/4 acre, but less than 1/3 acre.

There are multiple factors to considering an amendment to the existing municipal code to expand the number of parcels where possessing chickens is allowed. Potential positive impacts include:

- Ability for the City to support residents for whom chickens are part of a cost effective, sustainable source of healthy foods such as eggs and meat.
- Tailored Enforcement Approach: Larger lots or properties with sufficient setbacks may be able to accommodate the keeping of fowl without impacting neighbors.

The issues and concerns that may arise from lowering acreage requirements include the following:

- Neighborhood Character and Aesthetics: The keeping of live animals introduces a variable amount of noise, waste, and odor. These can be partially mitigated by ensuring residents abide by dwelling and lot line offsets, coop construction, and cleanliness requirements as established in the current code.

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**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY**  
**LIMITS**

- CC&R Conflict: There are neighborhoods within the City that prohibit keeping of fowl regardless of lot size.

**RECOMMENDATION:**

Staff recommends the following actions:

1. City Council to discuss and provide staff direction regarding a proposal to expand the number of parcels eligible to keep fowl within City limits.

**FISCAL IMPACT:**

No fiscal impact to the City of Lathrop.

**ATTACHMENTS:**

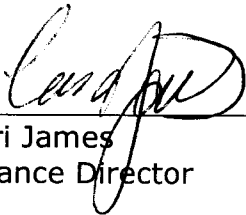
None.

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**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY**  
**LIMITS**

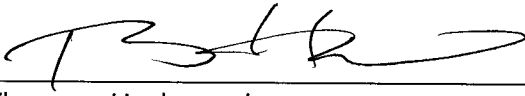
**APPROVALS:**

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


1/9/2025  
Date

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

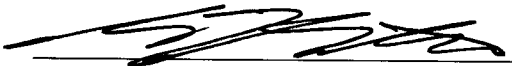
1/9/2025  
Date

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

1/9/2025  
Date

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

1-9-2025  
Date

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

1.9.25  
Date

## ITEM 5.5

### CITY MANAGER'S REPORT JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING

**ITEM:** **DISCUSS OUT OF STATE TRAVEL FOR THE 2025 NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE**

**RECOMMENDATION:** **Adopt Resolution Authorizing Out of State Travel for the 2025 National League of Cities Congressional City Conference to Washington D.C., from March 8 - 12, 2025, and Approval of Related Budget Amendment**

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#### **BACKGROUND:**

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 2025 Congressional City Conference, March 10<sup>th</sup> through the 12<sup>th</sup>, with Executive Education Preconference Activities March 8<sup>th</sup> through the 9<sup>th</sup>, in Washington, D.C. This would be the City Council's second time participating in a National League of Cities Congressional City Conference.

City Council approval is required for out of state travel. Additionally, depending on the City Council Members attending, approval of the attached resolution authorizing travel for Council Members to attend the National League of Cities 2025 Congressional City Conference is also required. The cost per Council Member is approximately \$6,000, which includes conference registration, hotel, airfare, transportation, meals (not provided by the conference), and other minor incidentals. Therefore, the City Council training and travel fund for Fiscal Year (FY) 24-25 will require a budget amendment depending on the selected option.

<b>Options Include</b>		<b>Cost &amp; Budget Amendment</b>
1.	Send 1 Council Member	Approx. \$6,000
2.	Send 2 Council Members	Approx. \$12,000
3.	Send 3 Council Members	Approx. \$18,000

It is to be noted, that if three or more Council Members attend the conference, the City will not have a quorum for the Regular City Council Meeting of March 10, 2025. Should the City Council elect to send three or more Council Members, staff requests that the City Council designate a Special Meeting date to replace the Regular Meeting of March 10, 2025.

**CITY MANAGER’S REPORT** **PAGE 2**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**NATIONAL LEAGUE OF CITIES 2025 CONGRESSIONAL CITY CONFERENCE**  
**AND APPROVAL OF BUDGET RELATED AMENDMENT**

**FISCAL IMPACT:**

Depending on tonight’s decision by the City Council, a budget amendment will be required from the General Fund to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) for FY 24-25, for participation in the National League of Cities 2025 Congressional City Conference. The cost per Council Member is approximately \$6,000, which includes registration, hotel, airfare, transportation, meals (not provided by the conference), and other minor incidentals.

<b>Options Include</b>		<b>Cost &amp; Budget Amendment</b>
1.	Send 1 Council Member	Approx. \$6,000
2.	Send 2 Council Members	Approx. \$12,000
3.	Send 3 Council Members	Approx. \$18,000

**ATTACHMENTS:**

- A. Resolution Approving Out of State Travel to the 2025 National League of Cities Congressional City Conference to Washington, D.C. from March 8-12, 2025.
- B. 2025 National League of Cities Congressional City Conference to Washington, D.C. Registration Information.

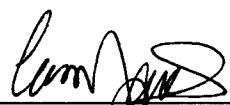


**CITY MANAGER'S REPORT**  
**JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**  
**NATIONAL LEAGUE OF CITIES 2025 CONGRESSIONAL CITY CONFERENCE**  
**AND APPROVAL OF BUDGET RELATED AMENDMENT**

**APPROVALS:**

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

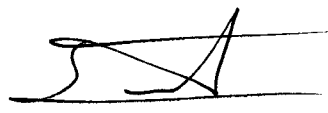
1/3/25  
\_\_\_\_\_  
Date

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

1/7/2025  
\_\_\_\_\_  
Date

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

1/7/2025  
\_\_\_\_\_  
Date

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

1-6-2025  
\_\_\_\_\_  
Date

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

1.8.24  
\_\_\_\_\_  
Date

**RESOLUTION NO. 25-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY TRIP TO WASHINGTON, D.C. FROM MARCH 8-12, 2025, AND APPROVING RELATED BUDGET AMENDMENT**

**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 2025 Congressional City Conference, March 10<sup>th</sup> through the 12<sup>th</sup>, with Executive Education Preconference Activities March 8<sup>th</sup> through the 9<sup>th</sup>, in Washington, D.C.; and

**WHEREAS**, this would be the City Council’s second time participating in the National League of Cities Congressional City conference; and

**WHEREAS**, City Council approval is required for out of state travel, therefore, approval of this resolution authorizing travel for Council members to attend the National League of Cities 2025 Congressional City Conference is being requested; and

**WHEREAS**, depending on tonight’s decision by Council, a budget amendment will be required from the General Fund to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) for FY 23-24, for participation in the National League of Cities 2024 Congressional City Conference; and

**WHEREAS**, the cost per Council Member is approximately \$6,000, which includes registration, hotel, airfare, transportation, meals (not provided by the conference), and other minor incidentals; and

**WHEREAS**, the following options were considered by Council:

<b>Options Include</b>		<b>Cost &amp; Budget Amendment</b>
1.	Send 1 Council Member	Approx. \$6,000
2.	Send 2 Council Members	Approx. \$12,000
3.	Send 3 Council Members	Approx. \$18,000

**WHEREAS**, if three or more Council Members attend the conference, the City will not have a quorum for the Regular City Council Meeting of March 10, 2025, therefore, and a Special Meeting date will be required to replace the Regular Meeting of March 10, 2025.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approved **option #**\_\_\_ for out of state travel for Council Members to attend the National League of Cities 2025 Congressional City Conference, in Washington, D.C.; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop approve the corresponding budget amendment based on the selected option, from the General Fund to the City Council training and travel budget account for FY 24-25:

<b>Options Include</b>		<b>Budget Amendment</b>	<b>Fund Account</b>
1.	Send 1 Council Member	Approx. \$6,000	1010-11-10-435-20-00
2.	Send 2 Council Members	Approx. \$12,000	
3.	Send 3 Council Members	Approx. \$18,000	

The foregoing resolution was passed and adopted this 13th day of January 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Paul Akinjo, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**NLC 100**

## **Registration Rates & Details**

### **The Conference Made for Leaders Like You!**

Gain the tools you need to tackle the new federal resources coming to local communities. Connect 1:1 with your peers and other attendees.

### **Ways to Register**

#### **Online**

Registering online is the quickest way to secure your registration and housing!

## Online

Registering online is the quickest way to secure your registration and housing!

Register Now >

## Phone

**Toll-Free:**  
(864) 208-2901

**International:**  
(747) 226-7785

For questions about registration contact Maritz Global Events at: [nlc@maritz.com](mailto:nlc@maritz.com) For all other conference-related questions reach out to [conferences@nlc.org](mailto:conferences@nlc.org)

## Individual Rates for 2025

Attended CS24 Discount* New to Congress 2025	Early Bird Nov 15 - Feb 19, 2025	Advance Rate Feb 20 - Mar 7	Onsite Rate Mar 8 - Mar 12
<b>\$670</b> NLC Member	<b>\$780</b> NLC Member	<b>\$905</b> NLC Member	<b>\$1,005</b> NLC Member
<b>\$745</b> SML Member	<b>\$880</b> SML Member	<b>\$1,005</b> SML Member	<b>\$1,110</b> SML Member
<b>\$885</b> Nonmember	<b>\$910</b> Nonmember	<b>\$1,110</b> Nonmember	<b>\$1,210</b> Nonmember

\*You will need your badge number from City Summit to unlock the "Attended City Summit 2024" discount

Register Now >

Registering 5 or more people? [Click here](#) to learn more about our group rates.

## Special Attendee Conference Rates

You may be able to attend the Congressional City Conference if you are considered a special attendee:

First Time Attendee <b>\$645</b>	Youth Delegate/ Youth Chaperone <b>\$305</b>	University Student <b>\$335</b>	Guest/ Spouse <b>\$250</b>
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## Conference Add-Ons

These are add-ons to the Congressional City Conference registration; they cannot be purchased alone.

### Executive Education

March 8

### Hill Day

March 12

# Hill Day: Connect With Your Congressional Representative

## Use Your Voice – Sign Up for Hill Day at Congressional City Conference

Join city leaders in your state for Congressional City Conference Hill Day on **Wednesday, March 12**

**Hill Day is exclusive to Congressional City Conference attendees who are elected officials, city staff or State Municipal League staff. There is no additional cost!**

Apply the knowledge you've gained during CCC by advocating for local priorities at the federal level. By signing up for Hill Day, **NLC will partner with your State Municipal League and a scheduling team to help coordinate and schedule meetings with your U.S. Representatives and/or U.S. Senators.**

REGISTER NOW >

### Benefits of Attending Hill Day

NLC 100

REGISTER

- **Be a Voice for Local Priorities:** Help NLC advance local priorities at the federal level and ensure Congress considers local leaders as trusted sources for policy. NLC will brief you on key legislation and federal funding programs impacting your communities and empower you to be strong advocates.

### What To Expect

- Hill Day is scheduled for Wednesday, March 12. Please plan for the entire day.
- Meetings may be planned as a group with other city leaders from your district.
- Hill Day registrants will be required to attend a **mandatory, one-hour technical and issues briefing on Tuesday, March 11.**

## **2025 NLC Congressional City Conference**

*The following is a tentative outline of events for the Congressional City Conference and is subject to change.*

### **SATURDAY, MARCH 8**

Registration – All Day  
NLC University Sessions – All Day  
Youth Delegate Welcome and Lunch  
NLC Board Committee Meetings – Afternoon  
Youth Delegate Programming – Afternoon  
NLC Board of Directors Event– Evening

### **SUNDAY, MARCH 9**

Registration – All Day  
Youth Delegate Programming – All Day  
NLC Board of Directors Meeting – Morning  
NLC Board and Advisory Council Luncheon  
First Time Attendee Lunch + NLC 101 (Ticket Required)  
Federal Advocacy Committee Meetings – Afternoon  
Advisory Council Meeting – Afternoon  
Member Council Meetings – Afternoon  
Constituency Group Membership Meetings - Afternoon  
Evening Events - League Receptions and Constituency Group events

### **MONDAY, MARCH 10**

Registration – All Day  
Federal Agency Office Hours – All Day  
Celebrate Diversity Breakfast (Ticket Required)  
Opening General Session – Morning  
Press Conference  
Conference Workshops – Morning  
Networking Lunch  
Strategic Partner Luncheon  
Youth Delegate Closing Session & Luncheon  
Conference Workshops – Afternoon  
Afternoon General Session  
Federal Agency Office Hours – Afternoon  
Member Council & Constituency Group Meetings – Afternoon/Evening  
Evening Events - League Receptions and Constituency Group events

### **TUESDAY, MARCH 11**

Registration – All Day  
Federal Agency Office Hours – All Day  
Conference Workshops – Morning

Delegates General Session Luncheon  
Hill Day Training – Afternoon  
Member Council & Constituency Group Meetings – Afternoon/Evening  
NLC All Delegates Evening Reception  
Late Night Partner Reception – Evening

**WEDNESDAY, MARCH 12**

Grab and Go Breakfast For Hill Day participants  
NLC Advocacy Day on Capitol Hill – All Day



**CITY MANAGER'S REPORT  
JANUARY 13, 2025 CITY COUNCIL REGULAR MEETING**

**ITEM:** **MAYOR AND COUNCILMEMBER ASSIGNMENTS TO SERVE ON OUTSIDE AGENCY BOARDS, COMMISSION AND COMMITTEES FOR 2025**

**RECOMMENDATION:** **Mayor to Assign City Council Appointments for 2025, for Members of the City Council to Represent the City of Lathrop on Outside Agency Boards, Commissions and Committees**

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**BACKGROUND:**

Councilmembers serve on various outside agency boards, commissions and committees in order to represent the interests of the City of Lathrop. Chapter V, Section B(2) of the City Council Handbook of Rules and Procedures provides: "The Mayor shall, instead of nominating, announce the appointment of the designated Councilmember as a member of a County, regional, multi-public agency, or other outside agency, at the time the matter is considered at the City Council meeting. If no motion is made by a Councilmember, immediately following the Mayor's announcement, to submit the Mayor's intended appointment to formal vote of the City Council, the Mayor's announced appointment is deemed approved."

The Mayor traditionally reviews these appointments each year in December, following Council reorganization, to examine whether current assignments should remain the same or if they should be changed for the upcoming year. Some assignments are made by jurisdictions that the City of Lathrop does not control. Attached to this report is a list of current appointments, some appointments require filing a Form 700 Statement of Economic Interest at the time of assuming or leaving office and annually. The Form 700 filings must be coordinated with and provided directly to the corresponding agency.

**ATTACHMENTS:**

- A. Current Mayor and Councilmember Appointments (*Assigned for 2024*)

**SUBMITTED BY:**

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

1/7/25  
\_\_\_\_\_  
Date



**CITY OF LATHROP  
MAYOR AND COUNCILMEMBER ASSIGNMENTS IN 2025  
"ROSTER FOR 2025 ASSIGNMENTS BY MAYOR AKINJO, JANUARY 13, 2025"**

<b>REGIONAL COMMITTEE APPOINTMENTS</b>			
<b>Committee</b>	<b>When and Where</b>	<b>Delegate</b>	<b>Alternate</b>
Central Valley Executive Committee (League of California Cities)	<b>When:</b> As needed <b>Time:</b> As scheduled <b>Where:</b> Various locations League Address: 1400 K St., Suite 400 Sacramento, CA 95814 <b>Contact:</b> Stephen Qualls – (209) 614-0118 <a href="mailto:squalls@cacities.org">squalls@cacities.org</a> (916) 658-8200 Main <b>Website:</b> <a href="http://www.cacities.org">www.cacities.org</a>	Mayor Akinjo	Councilmember Diallo
Council of Governments (COG) Board of Directors  <b>Form 700</b> <i>Stipend: \$100 monthly</i>	<b>When:</b> 4 <sup>th</sup> Thursday of each month <b>Time:</b> 4:00 p.m. <b>Where:</b> 555 East Weber Stockton, CA 95202 <b>Contact:</b> Rosie Gutierrez, Office Administrator <a href="mailto:gutierrez@sjcog.org">gutierrez@sjcog.org</a> San Joaquin Council of Governments (209) 235-0600 <b>Website:</b> <a href="http://www.sjcog.org">www.sjcog.org</a>	Mayor Akinjo <i>*(Appointed December 9, 2024)</i>	Councilmember Diallo
Integrated Waste Management Task Force (Solid Waste Division)	<b>When:</b> As needed <b>Time:</b> As scheduled <b>Where:</b> Various locations 1810 East Hazelton Avenue Stockton, CA 95202 <b>Contact:</b> Rachel DeBord, Clerk of the Board, c/o Solid Waste Division (209) 468-3066 <b>Website:</b> <a href="http://www.sjgov.org/solidwaste/">http://www.sjgov.org/solidwaste/</a>	Mayor Akinjo	Vice Mayor Torres-O'Callaghan

**CITY OF LATHROP  
MAYOR AND COUNCILMEMBER ASSIGNMENTS IN 2025  
"ROSTER FOR 2025 ASSIGNMENTS BY MAYOR AKINJO, JANUARY 13, 2025"**



<b>REGIONAL COMMITTEE APPOINTMENTS</b>			
<b>Committee</b>	<b>When and Where</b>	<b>Delegate</b>	<b>Alternate</b>
<p>Reclamation District 17 Joint Powers Authority</p>	<p><i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> Various locations 235 E Weber Avenue Stockton, CA 95202 Mailing address: P.O. Box 1461 Stockton, CA 95201-1461 <i>Contact:</i> Dante John Nomellini, Special Counsel ngimplcs@pacbell.net <i>Website:</i> <a href="https://reclamationdistrict.wixsite.com/rd17">https://reclamationdistrict.wixsite.com/rd17</a></p>	<p>Stephen Salvatore</p>	<p>N/A</p>
<p>San Joaquin County Commission on Aging</p> <p><b>Form 700</b> <i>No stipends issued</i></p>	<p><i>When:</i> 1<sup>st</sup> Monday of each month <i>Time:</i> 1:30 p.m. <i>Where:</i> 102 S. San Joaquin St., Conf. Rm. C Stockton, CA 95202 <i>Contact:</i> Carmen Matty - Cervantes (209) 468-1422 <a href="mailto:cmatty-cervantes@sjgov.org">cmatty-cervantes@sjgov.org</a> <i>Website:</i> <a href="http://www.sjgov.org">http://www.sjgov.org</a></p>	<p>VACANT (Accepting Applications)</p>	<p>N/A</p>
<p>San Joaquin Partnership Board of Directors</p>	<p><i>When:</i> 4<sup>th</sup> Thursday of each month <i>Time:</i> 8:00 a.m. <i>Where:</i> 2800 W. March Lane, Suite 470 Stockton, CA 95219 Mailing Address: 2431 W. March Lane, Suite 103 Stockton, CA 95207 <i>Contact:</i> Rene Armendariz Executive Assistant <a href="mailto:rene@sanjoaquinusa.org">rene@sanjoaquinusa.org</a> (209) 956-3380 <i>Website:</i> <a href="http://www.sanjoaquinpartnership.com">www.sanjoaquinpartnership.com</a></p>	<p>Stephen Salvatore</p>	<p>N/A</p>

**CITY OF LATHROP  
MAYOR AND COUNCILMEMBER ASSIGNMENTS IN 2025  
"ROSTER FOR 2025 ASSIGNMENTS BY MAYOR AKINJO, JANUARY 13, 2025"**



<b>REGIONAL COMMITTEE APPOINTMENTS</b>			
<b>Committee</b>	<b>When and Where</b>	<b>Delegate</b>	<b>Alternate</b>
San Joaquin Valley Air Pollution Control District Special City Selection Committee	<p><b>When:</b> As needed <b>Time:</b> As scheduled <b>Where:</b> 4800 Enterprise Way Modesto, CA 95356-8718 <b>Contact:</b> Katrina Rojas Deputy Clerk of the Boards 1990 E. Gettysburg Avenue Fresno, CA 93726 katrina.rojas@valleyair.org (559) 230-6038 <b>Website:</b> <a href="http://www.valleyair.org">www.valleyair.org</a></p>	Mayor Akinjo	VACANT (Former Mayor Dhaliwal)
San Joaquin County Water Advisory Commission  <i>Form 700</i> <i>No stipends issued</i>	<p><b>When:</b> 3<sup>rd</sup> Wednesday of each month 1:00 pm <b>Time:</b> 11:30 a.m. to 1:00 p.m. with a Brown Bag from 1:00 p.m. to 3:00 p.m. <b>Where:</b> San Joaquin County Robert J. Cabral Agricultural Center 2101 E. Earhart Avenue, Stockton, CA 95206, Assembly Room 1 <b>Contact:</b> Rachel DeBord, Clerk of the Board <b>Website:</b> <a href="http://www.sjwater.org">www.sjwater.org</a></p>	Vice Mayor Torres-O'Callaghan	Councilmember Lazard
Tri Valley-San Joaquin Valley Regional Rail Authority Board of Directors  <i>Form 700</i> <i>No stipends issued</i>	<p><b>When:</b> 2<sup>nd</sup> Wednesday of each month <b>Time:</b> 2:00 p.m. to 4:00 p.m. <b>Where:</b> Meetings to be held via Teleconference (R 21-2022) <b>Contact:</b> Kevin Sheridan, Executive Director <a href="mailto:ksheridan@valleylinkrail.com">ksheridan@valleylinkrail.com</a> (925) 784-2759 <b>Website:</b> <a href="https://www.valleylinkrail.com/">https://www.valleylinkrail.com/</a></p>	Mayor Akinjo	N/A (Alternate has no voting rights)



**CITY OF LATHROP  
MAYOR AND COUNCILMEMBER ASSIGNMENTS IN 2025  
"ROSTER FOR 2025 ASSIGNMENTS BY MAYOR AKINJO, JANUARY 13, 2025"**

<b>REGIONAL COMMITTEE APPOINTMENTS</b>			
<b>Committee</b>	<b>When and Where</b>	<b>Delegate</b>	<b>Alternate</b>
<p>San Joaquin Area Flood Control Agency (SJAFCA) – Two Board Members Required</p> <p align="center"><b>Form 700</b> No stipends issued</p>	<p><b>When:</b> 3<sup>rd</sup> Thursday of each month <b>Time:</b> 9:00 a.m. <b>Where:</b> San Joaquin Area Flood Control Agency 555 E. Weber Ave. Stockton, CA 95202 (using SJCOG Board Room)</p> <p><b>Contact:</b> Chris Elias, Director Leanne Randall, Administrative Assistant <a href="mailto:leanne.randall@siafca.org">leanne.randall@siafca.org</a> (209) 299-4200 <b>Website:</b> <a href="https://www.siafca.com/">https://www.siafca.com/</a></p>	<p>Mayor Akinjo Councilmember Lazard</p>	<p>Vice Mayor Torres-O'Callaghan <i>*(Appointed May 8, 2023)</i></p>
<p>Ava Community Energy (formerly East Bar Community Energy) (October 24, 2023, East Bay Community Energy became Ava Community Energy. City of Lathrop joined August 2023 Ord 23-447)</p> <p align="center"><b>Form 700</b> \$123.55 for each Board Meeting</p>	<p><b>When:</b> 3<sup>rd</sup> Wednesday of each month <b>Time:</b> 6:00 p.m. <b>Where:</b> Lake Merritt Room, Cal State East Bay The Oakland Transpacific Center 1000 Broadway, Suite 109, Oakland, Ca 94607 (Zoom Meetings available) <u>Parking Link</u></p> <p><b>Contact:</b> Alex DiGiorgio, Sr. Manager <a href="mailto:adigiorgio@avaenergy.org">adigiorgio@avaenergy.org</a> (510) 993-7562 Adrian Bankhead <a href="mailto:abankhead@avaenergy.org">abankhead@avaenergy.org</a> <b>Website:</b> <a href="https://avaenergy.org/">https://avaenergy.org/</a> Or <a href="https://avaenergy.org/meetings/">https://avaenergy.org/meetings/</a></p>	<p>Councilmember Diallo</p>	<p>Vice Mayor Torres-O'Callaghan</p>

**CITY OF LATHROP**  
**MAYOR AND COUNCILMEMBER ASSIGNMENTS IN 2025**  
**"ROSTER FOR 2025 ASSIGNMENTS BY MAYOR AKINJO, JANUARY 13, 2025"**



<b>STANDING COMMITTEES</b>			
<b>Committee</b>	<b>When and Where</b>	<b>Delegate</b>	<b>Alternate</b>
City of Manteca & City of Lathrop 2x2 Meetings	<i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> TBD	VACANT (Former Mayor Dhaliwal)	Vice Mayor Torres-O'Callaghan
Lathrop Manteca Fire Department & City of Lathrop 2x2 Meetings	<i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> TBD	Councilmember Diallo <i>*(Appointed September 9, 2024)</i>	Mayor Akinjo
Manteca Unified School District & City of Lathrop 2x2 Meetings	<i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> TBD <i>Contact:</i> Superintendent's Office – Admin	Councilmember Diallo	Vice Mayor Torres-O'Callaghan
Barta Elementary School District & City of Lathrop 2x2 Meetings	<i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> TBD	Vice Mayor Torres-O'Callaghan	Councilmember Lazard
Lathrop Economic Development Review Committee 2-City Councilmember Committee	<i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> TBD	VACANT (Former Mayor Dhaliwal)	Councilmember Lazard

<b>JURISDICTIONAL NOMINATIONS</b>			
<b>Committee</b>	<b>When and Where</b>	<b>Delegate</b>	<b>Alternate</b>
San Joaquin County Local Agency Formation Commission (LAFCO)	<i>When:</i> 2 <sup>nd</sup> Thursday of each month <i>Time:</i> 9:00 a.m. <i>Where:</i> Board of Supervisors Chambers 44 North San Joaquin Street, 6th Floor Stockton, California 95202 <i>Contact:</i> Mitzi Stites - (209) 468-3197 <i>mstites@sigov.org</i> <i>Website:</i> <a href="https://www.sigov.org/commission/latco/home">https://www.sigov.org/commission/latco/home</a>	Councilmember Diallo Term: May 2023 through May 2025	Councilmember Diallo Appointed 09/13/21; and served as Alternate through May 2023
	<b>Form 700</b> <b>Stipend: \$100 monthly</b>		



**CITY OF LATHROP  
MAYOR AND COUNCILMEMBER ASSIGNMENTS IN 2025  
"ROSTER FOR 2025 ASSIGNMENTS BY MAYOR AKINJO, JANUARY 13, 2025"**

<p align="center"><b>San Joaquin Regional Rail Commission</b></p> <p>The San Joaquin Regional Rail Commission's Joint Powers Agreement requires the San Joaquin Council of Governments to appoint Rail Commissioners from San Joaquin County. Commissioners can only be locally elected officials presently serving on a City Council or the Board of Supervisors. <b>Form 700</b></p>	<p><i>When:</i> 1<sup>st</sup> Friday of each month <i>Time:</i> 8:00 a.m. <i>Where:</i> 949 East Channel Street Stockton, CA 95202 <i>Contact:</i> Susan Payan - (209) 944-6234 susamp@acerail.com Sarah Rasheed - (209) 944-6265 sarah@acerail.com <i>Website:</i> <a href="http://www.acerail.com">http://www.acerail.com</a></p>	<p align="center"><i>(Jurisdictional appointment by SJCOG)</i></p>	<p align="center">N/A</p>
<p align="center"><b>Council of Governments (COG) Executive Committee</b></p> <p>The Executive Committee is a subset of the Board of Directors, with 6 members. See more here: <a href="http://www.sjcoq.org/150/Executive-Committee">http://www.sjcoq.org/150/Executive-Committee</a>. SJCOG staff provides recommendations to the Board regarding the vacancies during their February meeting. There is no strict rotation among the member agencies, as staff recognizes the vagaries of elections, term limits, and the personal and professional commitments of our board members. <b>Form 700</b></p>	<p><i>When:</i> 4<sup>th</sup> Thursday of each month <i>Time:</i> 4:00 p.m. <i>Where:</i> 555 East Weber Stockton, CA 95202 <i>Contact:</i> Rosie Gutierrez, Office Administrator San Joaquin Council of Governments (209) 235-0600 <i>Website:</i> <a href="http://www.sjcoq.org">www.sjcoq.org</a></p>	<p align="center"><i>(Jurisdictional appointment by Agency)</i></p>	<p align="center">N/A</p>

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