

March 10, 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

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.



March 10, 2025 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

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/1601041135?pwd=TJKdPY7gD7RkyQLQAMaGOB46Aw1eS.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: 160 104 1135 / Passcode: 144402
- ✦ If you are not able to attend the meeting in person or virtually - Public comment / questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230. 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. This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

General Information

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

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

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



**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 10, 2025
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

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

2. PRESENTATIONS - None

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 Regular City Council Meeting of January 13, 2025
- 4.3 **SECOND READING AND ADOPTION OF ORDINANCE 25-463 OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE MILITARY EQUIPMENT LIST FOR MILITARY EQUIPMENT USE POLICY NO. 706, FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075, ASSEMBLY BILL 481**
Waive Full Reading and Adopt Ordinance 25-463 Amending Lathrop Municipal Code (LMC) Chapter 9.20 Titled "Military Equipment Use Policy", of Title 9 "Public Peace And Welfare" by Amending Section 9.20.050 Titled "Active Policies" to Update Existing Military Equipment List For Military Equipment Use Policy No. 706, by Incorporating Funding, Acquisition, And Use Of New Military Equipment for the Lathrop Police Department, In Compliance With California Government Code Sections 7070-7075, Assembly Bill 481 (Chieu)
- 4.4 **TREASURER'S REPORT FOR DECEMBER 2024**
Approve Quarterly Treasurer's Report for December 2024
- 4.5 **ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2024**
Adopt Resolution to Accept the General Plan Housing Element Annual Progress Report for Calendar Year 2024 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development
- 4.6 **VALIDATION OF THE 2024 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA**
Adopt Resolution Validating the 2024 Urban Level of Flood Protection (ULOP) Finding Adequate Progress in the Mossdale Tract Area, Acting as the Land Use Agency

- 4.7 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INC., TO PROVIDE STAFFING SERVICES IN THE BUILDING DEPARTMENT FOR EPL (ENTERPRISE PERMITTING AND LICENSING) SOFTWARE ADMINISTRATION AND REPORT MANAGEMENT SERVICES
Adopt Resolution Approving a Professional Services Agreement with Robert Half Inc., to Provide Staffing Services in the Building Department for EPL (Enterprise Permitting and Licensing) Software Administration and Report Management Services
- 4.8 APPROVE CONTRACT AMENDMENT NO. 3 WITH SORACCO, INC., FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS
Adopt Resolution to Approve Contract Amendment No. 3 for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc., and Approve a Budget Amendment
- 4.9 APPROVE AGREEMENT WITH V&A CONSULTING ENGINEERS INC., TO PROVIDE A CONDITION ASSESSMENT OF CROSSROADS STORM DRAIN PUMP STATION OUTFALL AND PIPELINES AND A BUDGET AMENDMENT
Adopt Resolution to Approve an Agreement with V&A Consulting Engineers Inc., to Provide a Condition Assessment of the Crossroads Storm Drain Pump Station Outfall and Pipelines, and Approve a Budget Amendment
- 4.10 APPROVE BUDGET AMENDMENT FOR THE OPERATION AND MAINTENANCE OF THE LATHROP CONSOLIDATED TREATMENT FACILITY
Adopt Resolution to Approve a Budget Amendment for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility
- 4.11 APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC., FOR CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Approve Amendment No. 5 to the Professional Services Agreement with Pacific Advanced Civil Engineering, Inc., for Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38, and Approving Budget Amendment
- 4.12 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC., FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17, 2025 THROUGH APRIL 20, 2025
Adopt Resolution Approving Professional Services Agreement with Butler Amusement, Inc., for Lathrop Police Department to Provide Law Enforcement Services for their Annual Carnival Event on April 17, 2025 through April 20, 2025

- 4.13 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PISOR FENCE DIVISION, INC., FOR ROAD AND LEVEE ACCESS GATES, CIP PS 23-15
Adopt Resolution to Accept Public Improvements Constructed by Pisor Fence Division, Inc., for Road and Levee Access Gates, CIP PS 23-15, and Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.14 AWARD CONSTRUCTION CONTRACT TO ARROW DRILLERS INC., FOR CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Award a Construction Contract to Arrow Drillers Inc., for Construction of Golden Valley Parkway and Sadler Oak Drive Fiber Optic Extension, CIP GG 22-03 and Approve Budget Amendment
- 4.15 AWARD CONSTRUCTION CONTRACT TO ST. FRANCIS ELECTRIC, LLC., FOR CONSTRUCTION OF LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS 25-05
Adopt Resolution to Award a Construction Contract to St. Francis Electric, LLC., for the Construction of Lathrop High School Pedestrian, CIP PS 25-05
- 4.16 REJECT ALL BIDS FOR CONSTRUCTION OF LATHROP ELECTRIC VEHICLE CHARGING STATIONS, CIP GG 24-28
Adopt Resolution to Reject All Bids for Construction of Lathrop Electric Vehicle Charging Stations, CIP GG 24-28
- 4.17 CREATE CIP PW 25-19 WATER CONSERVATION REGULATORY COMPLIANCE PROGRAM, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI WATER AND ENVIRONMENT, INC., AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Create Regulatory Compliance Program PW 25-19 Water Conservation, Approve a Professional Services Agreement with EKI Water and Environment, Inc., and Approve a Budget Amendment

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2025-2026
City Council to Consider the Following:
1. Hold a Public Hearing; and
 2. Adopt Resolution Recommending the Allocation of CDBG and HOME Funds for FY 2025-2026 for Consideration by San Joaquin County and the U.S. Housing and Urban Development Department (HUD)

- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO REMOVE LOT SIZE RESTRICTIONS ON THE KEEPING OF FOWL WITHIN CITY LIMITS
City Council to Consider the Following:
1. Hold a Public Hearing; and
 2. First Reading and Introduction of an Ordinance to Adopt an Amendment to the Lathrop Municipal Code (LMC) Section 6.16.010 to Remove Lot Size Restrictions on the Keeping of Fowl Within City Limits
- 5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE
City Council to Consider the Following:
1. Hold a Public Hearing; and
 2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code (LMC)
- 5.4 BIENNIAL BUDGET FISCAL YEAR (FY) 2024 – 2025 MID-YEAR REPORT (YEAR 2)
Adopt Resolution Approving the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Requests

6. COUNCIL COMMUNICATIONS

- 6.1 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 (Dresser/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 (Dresser/Akinjo)*
 - *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)*
- 6.2 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director, City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 13, 2025
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 6:30 p.m. The Regular Meeting reconvened at 7:02 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Mayor Akinjo called the meeting to order at 6:30 p.m. and adjourned to Closed Session following the Oath of Office.
- 1.2 OATH OF OFFICE TO APPOINTED COUNCILMEMBER STEPHEN DRESSER BY CITY CLERK TERESA VARGAS

City Clerk Teresa Vargas administered the Oath of Office to Appointed Councilmember Stephen Dresser.

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 – Mayor Akinjo reconvened the meeting at 7:02 p.m.

1.3.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided pursuant to matters under Item 1.3; the City Council denied the claim. There was no other reportable action taken.

1.4 ROLL CALL

- Present: Mayor Akinjo; Vice Mayor Torres-O’Callaghan; and Councilmembers: Diallo, Dresser and Lazard
- Absent: None

1.5 INVOCATION - Elder Larry Belfield, with New Life Church, provided the invocation.

1.6 PLEDGE OF ALLEGIANCE – Elder Belfield led the pledge of allegiance.

1.7 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore and Lathrop-Manteca Fire District (LMFD) Chief David Bramell announced the deployment of the new Advanced Life Support Program enhancing the emergency medical response services provided by LMFD.

1.8 INFORMATIONAL ITEM(S) - None

1.9 DECLARATION OF CONFLICT(S) OF INTEREST - None

2. PRESENTATIONS - None

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

Assistant City Manager Michael King provided the presentation, which included background information on the Consolidated Treatment Facility, completed components of the expansion, upcoming work and the remaining project timeline.

2.2 PRESENTATION - UPDATE ON THE AVA COMMUNITY ENERGY ENROLLMENT PLAN

Assistant City Manager Michael King provided the presentation, which included an overview of the Ava Community Energy project and the implementation timeline of the service to the Lathrop community. A question and answer period followed the presentation. Ava Representative Hector Aguiniga (in person speaker), and City Attorney Salvador Navarrete, Community Development Director Rick Caguiat, provided additional information related to the energy service implementation.

3. CITIZEN'S FORUM - None

4. CONSENT CALENDAR

Prior to the vote of the Consent Calendar, Councilmember Diallo left the dais for the remainder of the meeting at 7:50 p.m.

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

Ayes: Dresser, Lazard, Torres-O'Callaghan and Akinjo
Noes: None
Absent: Diallo
Abstain: Dresser (*Item 4.2 only)

**Councilmember Dresser abstained from voting on Item 4.2, due to not being an appointed member of the City Council during that timeframe.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Special 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

Waived full reading and adopted **Ordinance 25-461** amending the Lathrop Municipal Code (LMC) to updating 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

Adopted **Resolution 25-5706** accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for Fiscal Year ending June 30, 2024.

4.5 REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2023-2024

Reviewed 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 considered and approved 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 93RD WINTER MEETING

Adopted **Resolution 25-5707** 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

Pulled by Councilmember Dresser for additional information. Economic Development Administrator Shelley Burcham provided the information.

Adopted **Resolution 25-5708** authorizing out of state travel for two 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

Adopted **Resolution 25-5709** approving 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

Adopted **Resolution 25-5710** approving 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

Adopted **Resolution 25-5711** approving Amendment No. 3 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06, related 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

Adopted **Resolution 25-5712** ratifying purchase of automatic license plate recognition surveillance system software and hardware from Vigilant Solutions, LLC., for CIP GG 19-07 Citywide Surveillance System Project, and 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

Adopted **Resolution 25-5713** creating CIP PS 25-16 Bulbouts Project on 5th Street, Awarding Construction Contract to DSS Company dba Knife River Construction, and approving related 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

Adopted **Resolution 25-5714** creating CIP SD 25-17 East Lathrop Water Stormwater Master Plan, ratifying Professional Services Agreement with Carollo Engineers, Inc., and approving related 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)

Community Development Director Rick Caguiat provided the presentation, which included a summary of various municipal code text amendments to provide consistency with local policies and State law. A question and answer period ensued throughout the presentation. Mayor Akinjo opened the Public Hearing. There were no speakers. Mayor Akinjo closed the public hearing.

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

1. Held a public hearing; and
2. Held First Reading and Introduction of 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.

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.

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

5.2 REVIEW MICROTRANSIT RFP RESULTS AND PROVIDE DIRECTION ON TRANSIT

Deputy City Manager Thomas Hedegard provided the presentation, which included a project summary, an overview of microtransit services, the Request for Proposal (RFP) process, summary of proposals received, and funding proposed for the transit program. City Manager Stephen Salvatore provided additional information.

On a motion by Mayor Akinjo, seconded by Vice Mayor Torres-O’Callaghan, the City Council adopted **Resolution 25-5715**, reviewing the Microtransit RFP results, provided direction and approved Microtransit Option B with Unified Transit, and authorized the City Manager to execute related agreement, by the following roll call vote, unless otherwise indicated:

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

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

Economic Development Administrator Shelley Burcham provided the presentation, which included an overview of the proposed retail incentive program and the eligibility process and incentive options.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council discussed and adopted **Resolution 25-5716** establishing a Retail Incentive Program, and approving a budget allocation of \$1,000,000 of Measure D funds for the proposed program, and up to \$250,000 eligibility per project application for new construction, by the following roll call vote, unless otherwise indicated:

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

5.4 CITY COUNCIL DISCUSSION REGARDING KEEPING FOWL WITHIN CITY LIMITS

Police Chief Police Stephen Sealy provided the presentation, which included an overview of existing municipal code language for the city and neighboring agencies, and recent public concerns on the keeping of fowl.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Dresser, the City Council discussed the matter and directed staff to agendize a future Public Hearing to consider amending the municipal code to remove the lot size requirement for keeping fowl, to allow residents with smaller lots in permissible areas to possess fowl as long as enclosure setbacks and sanitary conditions are Maintained.

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

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

Government Services Director and City Clerk Teresa Vargas provided the presentation, which included an overview of the National League of Cities (NLC) organization, details regarding the 2025 NLC Congressional City Conference, and options for Council consideration.

A question and answer period followed the presentation. City Attorney Salvador Navarrete provided additional information.

On a motion by Vice Mayor Torres-O'Callaghan, seconded by Councilmember Dresser, the City Council adopted **Resolution 25-5717** authorizing Option 2, out of state travel for Mayor Akinjo and Councilmember Diallo for the 2025 National League of Cities Congressional City Conference to Washington D.C., from March 8-12, 2025, and approving related budget amendment.

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR AKINJO REFERRAL – Mayor and Councilmember Assignments for 2025

Mayor Akinjo made the following appointments for 2025 City Council Assignments:

<u>Assignment</u>	<u>Delegate</u>	<u>Alternate</u>
Central Valley Executive Committee	Akinjo	Diallo
Council of Governments BOD	Akinjo	Diallo
Integrated Waste Mgmt. Task Force	Dresser	Torres-O'Callaghan
Reclamation District 17 JPA	Salvatore	N/A
SJC Commissions on Aging	Vacant	N/A
SJ Partnership Board of Directors	Salvatore	N/A
SJ Valley Air Pollution Control District	Dresser	Akinjo
SJC Water Advisory Board	Torres-O'Callaghan	Lazard
Tri Valley-SJV Regional Rail BOD	Akinjo	N/A
SJA Flood Control Agency	*Dresser/Lazard /Torres-O'Callaghan	
Ava Community Energy	Diallo	Dresser
LAFCo	Diallo	n/a

<u>Assignment</u>	<u>Delegate</u>	<u>Delegate</u>
2x2 Meetings with City of Manteca	Akinjo	Torres-O'Callaghan
2x2 Meetings with LMFD	Diallo	Akinjo
2x2 Meetings with Manteca USD	Diallo	Torres-O'Callaghan
2x2 Committee for Banta SD	Torres-O'Callaghan	Lazard
2x2 Economic Development Review	Torres-O'Callaghan	Lazard

**Two delegates required, and one alternate.*

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) – None

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Dresser expressed appreciation on his appointment and invited the public to reach out to him as needed. Vice Mayor Torres-O'Callaghan expressed concern for the Santa Ana community experiencing intense wildfires and expressed appreciation to local firefighters dispatched to the Santa Ana area. Mayor Akinjo expressed similar sentiments related to the wildfires and thanked those in attendance.

7. **ADJOURNMENT** – There being no further business, Mayor Akinjo adjourned the meeting at 9:39 p.m., in memory of the lost lives in the Southern California fires.



Teresa Vargas, MMC
Government Services Director
City Clerk

ITEM 4.3

**CITY MANAGER’S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 25-463 OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE MILITARY EQUIPMENT LIST FOR MILITARY EQUIPMENT USE POLICY NO. 706, FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075, ASSEMBLY BILL 481**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 25-463 Amending Lathrop Municipal Code (LMC) Chapter 9.20 Titled “Military Equipment Use Policy”, of Title 9 “Public Peace And Welfare” by Amending Section 9.20.050 Titled “Active Policies” to Update Existing Military Equipment List For Military Equipment Use Policy No. 706, by Incorporating Funding, Acquisition, And Use Of New Military Equipment for the Lathrop Police Department, In Compliance With California Government Code Sections 7070-7075, Assembly Bill 481 (Chieu)**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 25-463 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 9.20 TITLED “MILITARY EQUIPMENT USE POLICY”, OF TITLE 9 “PUBLIC PEACE AND WELFARE” OF THE LATHROP MUNICIPAL CODE BY AMENDING SECTION 9.20.050 TITLED “ACTIVE POLICIES” TO UPDATE EXISTING MILITARY EQUIPMENT LIST FOR MILITARY EQUIPMENT USE POLICY NO. 706, BY INCORPORATING FUNDING, ACQUISITION, AND USE OF NEW MILITARY EQUIPMENT FOR THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075, ASSEMBLY BILL 481 (CHIEU)

SUMMARY:

On January 13, 2025, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

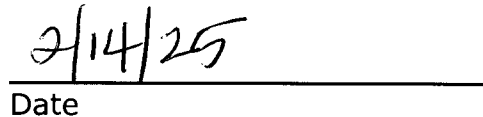
AYES: Diallo, Dresser, Lazard, Torres-O’Callaghan, and Akinjo
NOES: None
ABSTAIN: None
ABSENT: None

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk



Date

ORDINANCE NO. 25-463

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING CHAPTER 9.20 TITLED "MILITARY EQUIPMENT USE POLICY", OF TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY AMENDING SECTION 9.20.050 TITLED "ACTIVE POLICIES" TO UPDATE EXISTING MILITARY EQUIPMENT LIST FOR MILITARY EQUIPMENT USE POLICY NO. 706, BY INCORPORATING FUNDING, ACQUISITION, AND USE OF NEW MILITARY EQUIPMENT FOR THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075, ASSEMBLY BILL 481 (CHIEU)

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

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

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

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

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

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

WHEREAS, on December 12, 2022, the City Council adopted Ordinance 22-441, amending Chapter 9.20 titled "Military Equipment Use Policy", by adding Section 9.20.050 titled "Active Policies" to incorporate new Lathrop Police Department Policy No. 606, regulating "Unmanned Aerial System (UAS) Operations", and formally codifying previously approved Military Equipment Use Policy No. 706, in the Lathrop Municipal Code, in compliance with California Government Code Section 7071; and

WHEREAS, Policy No. 606 authorized the new Lathrop Police Department to fund, acquire, and use four (4) unmanned aerial systems (known as drones); and

WHEREAS, On January 8, 2024, the City Council adopted Ordinance 24-453, amending Chapter 9.20 titled "Military Equipment Use Policy", amending Section 9.20.050 titled "Active Policies" to update the existing Military Equipment List for Military Equipment Use Policy No. 706, by incorporating funding, acquisition, and use of new military equipment for the Lathrop Police Department, in compliance with California Government Code Sections 7070-7075, Assembly Bill 481 (Chieu); and

WHEREAS, staff requests that the City Council hold a public hearing to consider an Ordinance amending Chapter 9.20, titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code, by amending Section 9.20.050 titled "Active Policies" to update the existing Military Equipment List for Military Equipment Use Policy No. 706, by incorporating funding, acquisition, and use of new military equipment for the Lathrop Police Department, in compliance with California Government Code Sections 7070-7075, Assembly Bill 481 (Chieu); and

WHEREAS, the City Council of the City of Lathrop, having received the information required under AB 481 regarding the proposed use of military equipment as defined in said law, deems it to be in the best interest of the City to approve and adopt the amended Military Equipment List for Military Equipment Use Policy No. 706; and

WHEREAS, the amended Military Equipment List for Military Equipment Use Policy No. 706 will be incorporated by reference in LMC Section 9.20.050 titled "Active Policies".

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

Section 1.

That the amended Lathrop Police Department Military Equipment List for Military Equipment Use Policy No. 706, on file with the Lathrop Police Department and attached as Attachment D to the City Manager's Report that accompanied this Ordinance, is hereby updated and adopted and will be incorporated by reference in Section 9.20.050.

Title 9 of the Lathrop Municipal Code, titled "Public Peace and Welfare" is hereby amended by adding new military equipment to Section 9.20.050 titled "Active Policies", to incorporate new military equipment categories to Military Equipment Use Policy No. 706, to read in its entirety as follows:

CHAPTER 9.20 MILITARY EQUIPMENT USE POLICY

9.20.050 Active Policies

The Lathrop police department has obtained approval of the city council, by ordinance adopting the following military equipment use policies, incorporated here by reference:

- A. Military Equipment Use Policy No. 706, adopted by Ordinance 22-436, for the funding, acquisition and use of thirty-five 5.56mm semiautomatic rifles and ammo, and eight 40mm launchers and rounds.
- B. Military Equipment Use Policy No. 606, adopted by Ordinance 22-441, fund, acquire, and use of unmanned aerial system (known as drones).
- C. Military Equipment Use Policy No. 706, amended by Ordinance 24-453, to add the funding, acquisition and use of 11 5.56mm semiautomatic rifles and ammo, eight Remington 870 less lethal launchers - drag stabilized 12-gauge bean bag rounds, 50 sets of five units of super-sock bean bags ammunitions, and 3,000 5.56mm and 9mm specialty impact munitions.
- D. Military Equipment Use Policy No. 706, amended by Ordinance 25- , to add the funding, acquisition and use of 10 additional 5.56mm semiautomatic rifles and ammunition, 20 additional 40mm launchers and 96 40mm frangible impact rounds, 5 command and control vehicles, 24 tactical flash bangs, 1 sniper rifle with suppressor, and 6 submachine guns with suppressors.

Section 2. Duty of Care. 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 provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 4. Effective Date. This Ordinance shall become effective 30 days after adoption.

Section 5. Publication. The City Clerk shall certify to the introduction of this ordinance and shall publish a summary thereof and post a certified copy of the full ordinance in the office of the City Clerk at least five days prior to the adoption of the proposed ordinance; and within fifteen days after adoption, the City Clerk shall publish a summary of the ordinance with the names of the members of the City of Lathrop City Council voting for and against the same.

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 10th day of February 2025, and was **PASSED AND ADOPTED** by the City Council of the City of Lathrop on this ____ day of _____, 2025, 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

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Quarterly Treasurer Report

December 2024

This report presents a detailed discussion of the City’s fund balances and investment portfolio as of December 31, 2024. It includes all investments managed by the City on its own behalf as well as the City’s Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of December 31, 2024, the investment portfolio was in compliance with all state laws and the City’s Investment Policy.

Current Portfolio Summary

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

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

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

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

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

The following table (Table: 1) provides a summary of the City’s cash and investments, by holding party, based on recorded value as of December 31, 2024 compared with the prior quarter:

Table: 1				
Holding Party	September 30, 2024		December 31, 2024	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$206,730,344	61%	\$213,233,336	61%
Investments held by Trustees	134,675,216	39%	135,002,055	39%
TOTAL	\$341,405,560	100%	\$348,235,391	100%

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

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

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


Significant payables paid out during the quarter include:

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

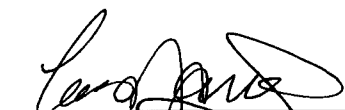
Quarterly Economic Update

According to the latest projections from PFM Asset Management; The fourth quarter of 2024 was characterized by an increase in yields and volatility as investors digested the potential impact of the new administration’s policy proposals. Areas of focus include taxes, tariffs, immigration, and deregulation, which the market generally expects could result in more growth, larger budget deficits and higher inflation. The Fed cut the overnight rate by 25 basis points (bps) (0.25%) at both its November and December meetings to bring the new target range to 4.25% - 4.50%. The Fed’s updated “dot plot” implied only 50 bps of rate cuts in 2025, down from previous projections indicating a full percentage point of rate cuts in 2025. This revision, plus some pointed commentary from Fed officials, has resulted in the market generally expecting the Fed to pause rate cuts for some time. While sentiment remained positive in Q4 and continued to support risk asset valuations, the Fed’s “higher for longer” narrative towards the end of the quarter caused Treasury yields beyond one year to rise while equity markets sold off from all-time highs. The U.S. labor market continued to show strength with 511,000 jobs added in Q4 compared to 477,000 in Q3. Additionally, the unemployment rate ended the quarter at 4.1%, which is 0.4% higher than the calendar year low of 3.7%, but still near historic lows. Layoff rates continue to remain near multi-year lows and jobless claims also remain below their long-term averages while the pace of wage growth has stabilized.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on October 14, 2024, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen J. Salvatore
 City Manager



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of December 31, 2024

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 75,000,000	4.434%	26.56%	\$ 75,000,000
Wells Fargo Money Market Mutual Funds	\$ 3,210,746	4.350%	1.14%	\$ 3,210,746
California Asset Management Program	\$ 69,142,713	4.730%	24.49%	\$ 69,142,713
Total Investments Held by the City (1)	\$ 147,353,459	4.571%	52.19%	\$ 147,353,459

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
US Bank	\$ 3,588,561	4.430%	1.27%	\$ 3,588,561
UMB Bank	\$ 1,469,010	3.790%	0.52%	\$ 1,469,010
Union Bank	\$ -	0.000%	0.00%	\$ -
SJ County Pooled Funds	\$ 250,303	0.260%	0.09%	\$ 250,303
PFM Asset Management + Year End FMV	\$ 129,179,650	4.280%	45.75%	\$ 129,179,650
PNC Bank	\$ 514,532	4.700%	0.18%	\$ 514,532
Total Investments Held by Trustees (2)	\$ 135,002,056	4.273%	47.81%	\$ 135,002,056

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 282,355,515	4.428%	100.00%	\$ 282,355,515
Cash in Checking Accounts - Recorded Value	\$ 65,879,877			
Total Cash and Investments	\$ 348,235,391			

One month benchmark for U.S. Treasuries: 4.50%

Three month benchmark for U.S. Treasuries: 4.39%

Notes:

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

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

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of December 31, 2024

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 75,000,000	-	-	\$ 75,000,000
Wells Fargo Money Market Mutual Funds (2)	\$ 3,198,774	11,972	-	\$ 3,210,746
California Asset Management Program	\$ 68,866,991	275,722	-	\$ 69,142,713
Total Investments Held by the City	\$ 147,065,764	287,695	-	\$ 147,353,459
Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
PNC Bank	\$ 512,557	1,975	-	\$ 514,532
SJ County Pooled Funds	\$ 181,771	71,717	(3,185)	\$ 250,303
UMB Bank	\$ 1,464,559	4,451	-	\$ 1,469,010
US Bank (3)	\$ 3,287,675	308,411	(7,525)	\$ 3,588,561
PFM Asset Management +Year End FMV	\$ 127,051,802	9,259,935	(7,132,088)	\$ 129,179,650
Total Investments Held by Trustees	\$ 132,498,365	\$ 9,646,488	\$ (7,142,798)	\$ 135,002,056
Total Cash in Checking Accounts Held by the City (2)	\$ 65,278,612	16,573,465	(15,972,200)	\$ 65,879,877
Total Cash and Investments Held by the City and Trustees	\$ 344,842,742	\$ 26,507,648	\$ (23,114,998)	\$ 348,235,391

Notes:

- (1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).
- (2) Property Tax, Sales Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: SSJID SCSWSP O & M expenses.
- (3) Interest earnings from BlackRock Liquidity Funds T-Funds 30 Day Yield 4.430%, debt service payments.

TABLE: 4
CITY OF LATHROP
Investments Held by City - Detail
As of December 31, 2024

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	4.434%	Varies	On Demand	75,000,000	75,000,000
						\$ 75,000,000	\$ 75,000,000
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	4.350%	Varies	On Demand	3,210,746	3,210,746
						\$ 3,210,746	\$ 3,210,746
California Asset Management Program							
	Liquidity Account No. 6084-001	N/A	4.730%	Varies	On Demand	69,142,713	69,142,713
						\$ 69,142,713	\$ 69,142,713
TOTAL INVESTMENTS HELD BY CITY						\$ 147,353,459	\$ 147,353,459

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by US Bank							
<i>03-1 Series 2015 - Mossdale Village Assessment District</i>							
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601		4.430%	10/18/05	On Demand	\$ 297	\$ 297
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602		4.430%	10/18/05	On Demand	\$ 249,494	\$ 249,494
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Prepayment Fund	6712138604		4.430%	10/18/05	On Demand	\$ 692	\$ 692
<i>LTHR FIN AUTH REVENUE BONDS 2023 SERIES A</i>							
Money Market - Revenue Account	278276000		4.430%	7/1/23	On Demand	\$ 12,647	\$ 12,647
Money Market - Special Tax Fund	278276003		4.430%	7/2/23	On Demand	\$ 2,586	\$ 2,586
Money Market - CFD Reserve Account	278276004		4.430%	7/1/23	On Demand	\$ 214,506	\$ 214,506
Money Market - ReAD Reserve Account	278276006		4.430%	7/1/23	On Demand	\$ 615,206	\$ 615,206
Money Market - Acquired Obligations Fund	278276008		4.430%	7/2/23	On Demand	\$ 35	\$ 35
<i>2003-2A Lathrop CFD</i>							
Money Market- Interest Account	6711720001		4.430%	12/12/03	On Demand	\$ 339	\$ 339
Money Market-Reserve Account	6711712200		4.430%	12/12/03	On Demand	\$ -	\$ -
LAIF - Interest Account	6711720002		4.434%	03/19/03	On Demand	\$ 719,623	\$ 719,623
<i>CDPH/CDWR - SRF Loan</i>							
Agreement Account	6711908800		4.430%	12/22/10	On Demand	\$ 299,945	\$ 299,945
Agreement Account - Reserve Fund	6711908801		4.430%	12/22/10	On Demand	\$ 645,350	\$ 645,350
<i>2015 Crossroads Series B</i>							
2015 Crossroads Series B - LOIB RDP	6712138801		4.430%	09/01/15	On Demand	\$ 823	\$ 823
2015 Crossroads Series B - LOIB Reserve	6712138803		4.430%	09/01/15	On Demand	\$ 827,018	\$ 827,018
2015 Crossroads Series B - Cost of Issuance	6712138804		4.430%	09/01/15	On Demand	\$ -	\$ -
2015 Crossroads Series B - Improvements	6712138805		4.430%	09/01/15	On Demand	\$ 1	\$ 1
2015 Crossroads Series B - COI Custodian Agreement	6712138801		4.430%	09/01/15	On Demand	\$ -	\$ -
Total Investments Held by Trustee - US Bank						\$ 3,588,561	\$ 3,588,561
Investments Held by PNC Bank by Account							
<i>2012 Water Loan (Refunding of 2000 Water COPs)</i>							
Certificate of Deposit - Reserve Fund			4.700%	5/22/19		\$ 514,532	\$ 514,532
Total Investments Held by Trustee -PNC Bank						\$ 514,532	\$ 514,532

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
2018-1 Central Lathrop CFD							
Improvement Area 1 - Admin Expense Reserve Fund	149232.1		3.790%	02/01/19	On Demand	\$ 44,302	\$ 44,302
Other Improvement Areas - Admin Expense Reserve Fund	149232.2		3.790%	02/01/19	On Demand	\$ 179,971	\$ 179,971
Improvement Area 1 - Principal Account	149232.3		3.790%	02/01/19	On Demand	\$ 170	\$ 170
Improvement Area 1 - Redemption Account	149232.4		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5		3.790%	02/01/19	On Demand	\$ 176	\$ 176
Improvement Area 1 - Admin Expense Account	149232.6		3.790%	02/01/19	On Demand	\$ 12,574	\$ 12,574
Improvement Area 1 - Reserve Fund	149232.7		3.790%	02/01/19	On Demand	\$ 298,267	\$ 298,267
Improvement Area 1 - Surplus Fund	149232.8		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1		3.790%	02/01/19	On Demand	\$ 109	\$ 109
Improvement Area 2 - Redemption Account	149265.2		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3		3.790%	02/01/19	On Demand	\$ 110	\$ 110
Improvement Area 2 - Admin Expense Account	149265.4		3.790%	02/01/19	On Demand	\$ 14,420	\$ 14,420
Improvement Area 2 - Reserve Fund	149265.5		3.790%	02/01/19	On Demand	\$ 218,692	\$ 218,692
Improvement Area 2 - Surplus Fund	149265.6		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1		3.790%	02/01/19	On Demand	\$ 206	\$ 206
Improvement Area 3 - Redemption Account	149267.2		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3		3.790%	02/01/19	On Demand	\$ 217	\$ 217
Improvement Area 3 - Admin Expense Account	149267.5		3.790%	02/01/19	On Demand	\$ 12,874	\$ 12,874
Improvement Area 3 - Reserve Fund	149267.6		3.790%	02/01/19	On Demand	\$ 430,234	\$ 430,234
Improvement Area 3 - Surplus Fund	149267.7		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Redemption Account	149268.2		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4		3.790%	02/01/19	On Demand	\$ 14,233	\$ 14,233
Improvement Area 4 - Reserve Fund	149268.5		3.790%	02/01/19	On Demand	\$ 116,111	\$ 116,111
Improvement Area 4 - Surplus Fund	149268.6		3.790%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1		3.790%	02/01/19	On Demand	\$ 29	\$ 29
Improvement Area 5 - Redemption Account	149269.2		3.790%	02/01/19	On Demand	\$ 19	\$ 19
Improvement Area 5 - Interest Account	149269.3		3.790%	02/01/19	On Demand	\$ 57	\$ 57
Improvement Area 5 - Admin Expense Account	149269.4		3.790%	02/01/19	On Demand	\$ 11,783	\$ 11,783

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Improvement Area 5 - Reserve Fund	149269.5		3.790%	02/01/19	On Demand	\$ 114,457	\$ 114,457
Improvement Area 5 - Surplus Fund	149269.6		3.790%	02/01/19	On Demand	\$ -	\$ -
2018-2 Central Lathrop CFD							
Special Tax Fund	149261.1		3.790%	02/01/19	On Demand	\$ -	\$ -
Surplus Fund	149261.2		3.790%	02/01/19	On Demand	\$ -	\$ -
Total Investments Held by Trustee - UMB Bank						\$ 1,469,010	\$ 1,469,010
Investments Held by San Joaquin County by Account							
<i>Sanitary Sewer Assessment District #1</i>							
Pooled Funds - Redemption Account	SJ CO FUND # 57961		0.260%	10/1/87	On Demand	\$ 250,303	\$ 250,303
Total Investments Held by Trustee - San Joaquin County						\$ 250,303	\$ 250,303
Investments Held by PFM Asset Management by Account							
<i>PFM Asset Management</i>							
Money Market Fund	20260109	PFM Funds - Govt Select		AAAam		\$ 9,339	\$ 9,339
US Treasury Bond / Note							
US Treasury Notes	91282CJ51		4.250%	12/31/23	12/31/25	\$ 8,001,936	\$ 8,001,936
US Treasury Notes	91282CGE5		3.875%	01/15/23	01/15/26	\$ 697,654	\$ 697,654
US Treasury Notes	91282CGE5		3.875%	01/15/23	01/15/26	\$ 772,402	\$ 772,402
US Treasury Notes	91282CGE5		3.875%	01/15/23	01/15/26	\$ 797,318	\$ 797,318
US Treasury Notes	91282CGL9		4.000%	02/15/23	02/15/26	\$ 947,477	\$ 947,477
US Treasury Notes	91282CGL9		4.000%	02/15/23	02/15/26	\$ 997,344	\$ 997,344
US Treasury Notes	91282GFL9		4.000%	02/15/23	02/15/26	\$ 1,446,149	\$ 1,446,149
US Treasury Notes	9128286F2		2.500%	02/28/19	02/28/26	\$ 2,205,792	\$ 2,205,792
US Treasury Notes	91282CGR6		4.625%	03/15/23	03/15/26	\$ 5,272,559	\$ 5,272,559
US Treasury Notes	91282CKH3		4.500%	03/31/24	03/31/26	\$ 1,253,369	\$ 1,253,369
US Treasury Notes	91282CGV7		3.750%	04/15/23	04/15/26	\$ 74,522	\$ 74,522
US Treasury Notes	91282CKK6		4.875%	04/30/24	04/30/26	\$ 1,259,668	\$ 1,259,668
US Treasury Notes	91282CHB0		3.625%	05/15/23	05/15/26	\$ 1,338,821	\$ 1,338,821
US Treasury Notes	91282CKS9		4.875%	05/31/24	05/31/26	\$ 2,621,429	\$ 2,621,429
US Treasury Notes	91282CHH7		4.125%	06/15/23	06/15/26	\$ 573,989	\$ 573,989
US Treasury Notes	91282CHH7		4.125%	06/15/23	06/15/26	\$ 6,788,046	\$ 6,788,046
US Treasury Notes	91282CKY6		4.625%	07/01/24	06/30/26	\$ 1,407,438	\$ 1,407,438
US Treasury Notes	91282CHM6		4.500%	07/15/23	07/15/26	\$ 1,856,577	\$ 1,856,577
US Treasury Notes	91282CLB5		4.375%	07/31/24	07/31/26	\$ 4,006,408	\$ 4,006,408
US Treasury Notes	91282CHU8		4.375%	08/15/23	08/15/26	\$ 626,123	\$ 626,123
US Treasury Notes	91282CHU8		4.375%	08/15/23	08/15/26	\$ 2,955,301	\$ 2,955,301
US Treasury Notes	91282CLH2		3.750%	09/03/24	08/31/26	\$ 992,031	\$ 992,031
US Treasury Notes	91282CHY0		4.625%	09/15/23	09/15/26	\$ 2,313,565	\$ 2,313,565
US Treasury Notes	91282CIC6		4.625%	10/15/23	10/15/26	\$ 2,515,138	\$ 2,515,138
US Treasury Notes	91282CJ8		4.625%	11/15/23	11/15/26	\$ 805,156	\$ 805,156

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
US Treasury Notes		91282CJ8	4.625%	11/15/23	11/15/26	\$ 2,012,890	\$ 2,012,890
US Treasury Notes		91282CIP7	4.375%	12/15/23	12/15/26	\$ 601,313	\$ 601,313
US Treasury Notes		91282CIP7	4.375%	12/15/23	12/15/26	\$ 7,992,449	\$ 7,992,449
US Treasury Notes		91282CJT9	4.000%	01/15/24	01/15/27	\$ 4,129,250	\$ 4,129,250
US Treasury Notes		91282CKA8	4.125%	02/15/24	02/15/27	\$ 6,631,300	\$ 6,631,300
US Treasury Notes		91282CKE0	4.250%	03/15/24	03/15/27	\$ 4,298,486	\$ 4,298,486
US Treasury Notes		91282CKJ9	4.500%	04/15/24	04/15/27	\$ 1,256,153	\$ 1,256,153
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 401,953	\$ 401,953
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 1,356,592	\$ 1,356,592
US Treasury Notes		91282CKR1	4.500%	05/15/24	05/15/27	\$ 5,727,833	\$ 5,727,833
US Treasury Notes		91282CKV2	4.625%	06/17/24	06/15/27	\$ 3,629,812	\$ 3,629,812
US Treasury Notes		91282CKZ3	4.375%	07/15/24	07/15/27	\$ 300,738	\$ 300,738
US Treasury Notes		91282CKZ3	4.375%	07/15/24	07/15/27	\$ 2,606,399	\$ 2,606,399
US Treasury Notes		91282CLG4	3.750%	08/15/24	08/15/27	\$ 7,551,988	\$ 7,551,988
US Treasury Notes		91282CLL3	3.375%	09/16/24	09/15/27	\$ 3,224,460	\$ 3,224,460
US Treasury Notes		91282CLQ2	3.875%	10/15/24	10/15/27	\$ 4,501,656	\$ 4,501,656
US Treasury Notes		91282CLX7	4.125%	11/15/24	11/15/27	\$ 7,565,564	\$ 7,565,564
US Treasury Subtotal:						\$ 116,315,048	\$ 116,315,048

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of December 31, 2024

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Supra-national Agency Bond / Note							
Intl BK Recon & Develop Notes		459058LE1	4.750%	04/10/24	04/10/26	\$ 1,756,879	\$ 1,756,879
Intl Finance Corp Notes		45950KDF4	4.375%	12/06/23	01/15/27	\$ 554,553	\$ 554,553
Inter-American Devel BK Corporate Notes		4581X0EM6	4.375%	12/12/23	02/01/27	\$ 1,399,313	\$ 1,399,313
						\$ 3,710,745	\$ 3,710,745
Supra-National Agency Subtotal							
Federal Agency Bond/Note							
Fannie Mac Notes (Callable)		3134GXM35	3.600%	08/05/22	08/01/25	\$ 722,082	\$ 722,082
Federal Home Loan Banks Notes (Callable)		3130AN3T5	1.000%	03/23/21	03/23/26	\$ 724,743	\$ 724,743
Federal Home Loan Banks Notes (Callable)		3130ALG17	1.000%	03/23/21	03/23/26	\$ 1,498,077	\$ 1,498,077
Federal Home Loan Banks Notes (Callable)		3130ANCD0	1.110%	07/30/21	07/27/26	\$ 1,506,366	\$ 1,506,366
FFCB Bonds		3133EPSW6	4.500%	08/14/23	08/14/26	\$ 1,455,614	\$ 1,455,614
Fannie Mae Notes (Callable)		3135G06L2	0.875%	12/18/20	12/18/26	\$ 772,057	\$ 772,057
Fannie Mae Notes (Callable)		3135GAS28	5.420%	04/30/24	04/23/27	\$ 1,253,220	\$ 1,253,220
						\$ 7,932,160	\$ 7,932,160
Federal Agency Subtotal:							
Interest							
Total Accrued Interest + Year End FMV						\$ 1,212,358	\$ 1,212,358
Total Investments Held by Trustee -PFM Asset Management						\$ 129,179,650	\$ 129,179,650
Total Investments Held by Trustees						\$ 135,002,056	\$ 135,002,056

ITEM 4.5

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2024**

RECOMMENDATION: **Adopt Resolution to Accept the General Plan Housing Element Annual Progress Report for Calendar Year 2024 and Authorize Staff to Submit the Report to the Governor's Office of Planning and Research and State Department of Housing and Community Development**

SUMMARY:

The purpose of the Housing Element Annual Progress Report (APR) is to provide the City Council and the State with the City's progress on the General Plan Housing Element's implementation programs and status towards meeting the City's fair share of the Regional Housing Needs Allocation (RHNA).

Each year, California cities are required to prepare an APR on the status of implementing the General Plan Housing Element, and to submit the report to the State Department of Housing and Community Development (HCD) and the Governor's office of Planning and Research (OPR). Using a form provided by HCD, staff provides data to create a snapshot of housing production across affordability levels, a listing of development applications received, and an update on housing program implementation. The annual progress report must be provided to the City Council for review and authorization prior to sending to the State.

BACKGROUND:

The City Council adopted the City's Housing Element on December 9, 2019 and received certification by HCD on February 7, 2020. The Housing Element is one (1) of seven (7) mandated elements of the City's General Plan and includes information related to the City's existing housing needs, an analysis of the City's population and employment trends, household characteristics, an inventory of land suitable for residential development and goals, policies and programs intended to meet the identified housing needs and state-mandated requirements.

Under California Government Code Section 65400(2), Planning staff is required to prepare a General Plan Housing Element Annual Progress Report for review by the City Council and submittal to OPR and HCD by April 1st of each year.

**CITY MANAGERS REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

As part of the update to the City’s Housing Element, the City is required to identify sites to accommodate its fair share of the RHNA, as established by HCD and managed by the San Joaquin Council of Governments (SJCOG). In summary, the RHNA process allocates the State’s future housing needs to each County. The State HCD identifies housing needs for each region in response to projected population and household growth, and mandates that each Council of Governments (COG) distribute the RHNA to each jurisdiction (Cities and Counties). The City’s 2019 Housing Element update identified a number of sites that could accommodate the City’s fair share of the RHNA, in all income categories. The following table represents the City’s RHNA (excerpt from the 2019 General Plan Housing Element):

TABLE 1: REGIONAL HOUSING NEEDS ALLOCATION (2014-2023) PROGRESS

Status	Extremely Low	Very Low	Low	Moderate	Above Moderate	TOTAL
RHNA Allocation	526	493	759	957	2,421	5,156
Built	0	0	0	29 ¹	1,571	1,600
Under Construction/ Permitted	0	0	0	0 ²	197	197
Remaining Allocation	526	493	759	928	653	3,359

¹INCLUDES 18 HOMES BUILT IN 2014 AND 9 HOMES BUILT IN 2015 SOLD AT MARKET-RATE PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS AND INCLUDES 2 ADUs BUILT IN 2017 AND 2018

²104 BUNGALOW UNITS ARE UNDER CONSTRUCTION IN RIVER ISLANDS; THESE UNITS WILL BE MONITORED AS THE DENSITY AND SIZE OF THE UNITS MAY YIELD MARKET-RATE SALES PRICES AFFORDABLE TO MODERATE INCOME HOUSEHOLDS.

³THERE IS THE POTENTIAL FOR SOME OR ALL OF THE APPROVED 350 MULTIFAMILY UNITS TO BE DEVELOPED AS AFFORDABLE UNITS, IF THE DEVELOPER SEEKS ADDITIONAL FUNDING OR SELLS ONE OR MORE OF THE PROJECTS TO AN AFFORDABLE HOUSING DEVELOPER.

SOURCE: SAN JOAQUIN COUNCIL OF GOVERNMENTS, 2014; ZILLOW.COM; CITY OF LATHROP, 2019

Each income category is defined as a percentage of the Area Median Income (AMI), as established by HCD which is currently \$74,988 for a four-person household. The income categories are then used to calculate housing affordability for rental and owner occupied housing. Each income category is defined as follows:

- Extremely Low Income Households have a combined income at or lower than 30 percent of AMI.
- Very Low Income Households have a combined income between 30 and 50 percent of AMI.
- Low Income Households have a combined income between 50 and 80 percent of AMI.
- Moderate Income Households have a combined income between 80 and 120 percent of AMI.
- Above Moderate Income Households have a combined income greater than 120 percent of AMI

The forms provided by HCD were originally adopted in 2010 and have recently been updated pursuant to Assembly Bill 879 (AB 879) and Senate Bill 35 (SB35), which now include information related to the number of development applications received and approved and list of sites rezoned to address RHNA shortfall.

**CITY MANAGERS REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

In summary, the forms require the following information:

- Status of the plan and progress in its implementation
- Progress in meeting its share of the regional housing needs
- The number of housing development applications received in the prior year
- The number of units included in all development applications in the prior year
- The number of units approved and disapproved in the prior year
- The degree to which its approved general plan complies with the adopted General Plan guidelines
- Site rezoned to accommodate that portion of the City’s share of the regional housing need for each income level.
- Number of building permits issued and development applications received using the streamlined review process (SB 35).
- Locally owned lands included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of.
- Locally owned or controlled lands declared surplus pursuant to Government Code Section 54221, or identified as excess pursuant to Government Code Section 50569.
- Progress on the LEAP Grant including the amount of reimbursement requests that have been made by the City.

The Planning Commission considered the Housing Element Annual Progress Report for Calendar Year 2024 at their February 19, 2025 meeting. At the conclusion of the public meeting, the Planning Commission voted 3-0 to recommend the City Council accept the Housing Element Annual Progress Report for Calendar Year 2024 and authorize staff to submit the report to OPR and HCD (Attachment 4).

ANALYSIS:

Staff has prepared the 2024 Lathrop Housing Element Annual Progress Report, included as Attachment 2.

New Applications Received

The City processed twelve (12) residential entitlement applications for new residential development that may result in 1,093 new units. The City received and processed the following entitlement applications in 2024.

Architectural Design Review – River Islands

Van Daele Westwind	87 single-family dwelling units
Van Daele Monterey	75 single-family dwelling units
Kiper Homes Skye	62 single-family dwelling units
Taylor Morrison Paddlewheel	105 single-family dwelling units
Lennar Heritage & Meridian	133 single-family dwelling units
Pulte Mainstay	77 single-family dwelling units
New Home Bridgeway	162 single-family dwelling units

**CITY MANAGERS REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

Signature Homes Clearwater 65 single-family dwelling units
Tri-Pointe The Tides 152 single-family dwelling units

Architectural Design Review – Mossdale Landing

K Hovnanian Mariposa 66 single-family dwelling units

Architectural Design Review – East Lathrop

Tesoro Homes Warren Ave Sub. 7 single-family dwelling units

Pending Applications

Signature Homes Overland 102 single-family dwelling units

New Home Construction

The City issued a total number of 732 residential building permits in 2024, which represents an increase of 148 more than 2023 (a total of 575 residential permits issued in 2023). Of the 732 residential building permits, 709 are single-family residential units and 22 are multifamily residential units (5+ units per structure), and are considered "Above Moderate" affordability. The remaining residential building permit is for one (1) accessory dwelling unit and is considered "Moderate" affordability.

Progress Towards Meeting RHNA

As illustrated in Table B of the HCD Forms below, the City has issued 5,803 building permits for residential development for the 2015 – 2024 Housing Element Planning Period.

Income Level		RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	1019												1019
	Non-Deed Restricted													
Low	Deed Restricted	759												759
	Non-Deed Restricted													
Moderate	Deed Restricted	957											371	586
	Non-Deed Restricted							148	179	34	9	1		
Above Moderate		2421	343	170	297	383	389	679	950	924	566	731	5,432	-
Total RHNA		5156												
Total Units			343	170	297	383	389	827	1,129	958	575	732	5,803	2,364

**CITY MANAGERS REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT**

PAGE 5

CEQA REVIEW:

The proposed Housing Element Annual Progress Report for Calendar Year 2024 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines. This report does not authorize construction of any housing. However, the housing units reported as being permitted for construction are subject to their individual environmental review document previously established, reviewed and approved by the City.

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, adopt a resolution to accept the Housing Element Annual Progress Report for Calendar Year 2024 and authorize staff to submit the report to the OPR and HCD.


FISCAL IMPACT:

The request has no fiscal impact to the City other than staff time to prepare the report.

ATTACHMENTS:

1. Resolution for Housing Element Annual Progress Report for Calendar Year 2024
2. Housing Element Annual Progress Report for Calendar Year 2024
3. Planning Commission Resolution No. 25-3

**CITY MANAGERS REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
HOUSING ELEMENT ANNUAL PROGRESS REPORT
APPROVALS:**

for 

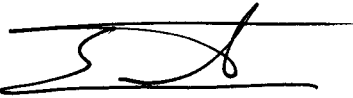
Savannah Hudson
Contract Planner

2/25/2025
Date




Rick Caguiat
Community Development Director

2/25/2025
Date



Salvador Navarrete
City Attorney

2-26-2025
Date



Stephen J. Salvatore
City Manager

2-26-25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT THE GENERAL PLAN HOUSING ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2024 AND AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2024, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development; and

WHEREAS, the Planning Commission held a public meeting on February 19, 2025 and adopted Resolution No. 25-3, recommending the City Council accept the report and authorize staff to submit the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development; and

WHEREAS, the proposed Housing Element Annual Progress Report for Calendar Year 2024 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines; and

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

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Lathrop does hereby find the proposed Housing Element Annual Progress Report for Calendar Year 2024 is not considered a project as defined in Article 20 § 15378 of the California Environmental Quality Act (CEQA) Guidelines; and

BE IT FURTHER RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings, its findings above and pursuant to its independent review and consideration, hereby receives and accepts the annual progress report on the Housing Element, listed as Attachment 2 of the City Managers report that accompanied this resolution, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the City Council of the City of Lathrop at a regular meeting on the 10th day of March, 2025 by the following vote:

AYES:

NOES:

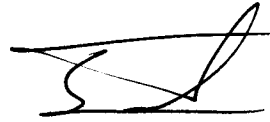
ABSTAIN:

ABSENT:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

Jurisdiction	Lathrop	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	12/31/2023 - 12/31/2031

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		731
Total Units		732

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	926	709	0
2 to 4 units per structure	0	0	0
5+ units per structure	0	22	0
Accessory Dwelling Unit	0	1	0
Mobile/Manufactured Home	0	0	0
Total	926	732	0

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	0	0
Not Indicated as Infill	732	732

Housing Applications Summary	
Total Housing Applications Submitted:	12
Number of Proposed Units in All Applications Received:	1,093
Total Housing Units Approved:	1,093
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of Applications	Units
Ministerial	11	991
Discretionary	1	102

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	42
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Lathrop
Reporting Year	2024 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H,E	Status of Program Implementation
<p>Program 1a</p>	<p>To ensure adequate sites for extremely low, very low, low, and moderate income housing are available throughout the planning period to meet the City's RHNA, the City will continue to biennially update the inventory of lower and moderate income sites (Appendix A). The update shall remove sites that have been developed and add any replacement or new sites. The update shall ensure that the inventory of residential sites continues to include sites appropriate for a variety of single family and multifamily housing types as well as sites to accommodate single room occupancies and emergency shelters.</p>	<p>Update inventory on a biennial basis and make inventory available at City Hall and on the City website.</p>	<p>The City continues to maintain the inventory of residential sites (Appendix A of the Housing Element). As development occurs, the inventory will be updated and published. Inventory developed as part of the Housing Element will be maintained through the Housing Element Planning Period.</p>

<p>Program 1b</p>	<p>Continue to monitor the amount of land zoned for both single family and multifamily development and ensure that land use and zoning decisions do not reduce sites available for affordable housing. See <i>Program 1b in the Housing Element for the full language.</i></p>	<p>Ongoing through the development review process</p>	<p>The City continues to monitor and maintain the amount of land zoned for both single family and multi-family developments and ensure land use and zoning decisions do not reduce sites availability for affordable housing.</p>
<p>Program 1c</p>	<p>Continue to encourage development of well-designed and innovative projects that provide for the development of compatible residential, commercial, industrial, institutional, and/or public uses within a single project or neighborhood by continuing to implement the West Lathrop and Central Lathrop Specific Plans, which encourage mixed use development as well as a range of uses through allowing higher building intensities, reduced parking requirements, reduced set-back and yard requirements, allow for a higher building height, and greater floor area ratios.</p>	<p>Ongoing</p>	<p>The City continues to encourage well designed and innovative projects within the West Lathrop and Central Lathrop Specific Plans. The West Lathrop Specific Plan continues to be built-out and as development occurs, the City reviews Architecture, Landscaping, and Development Plan for consistency with the West Lathrop Specific Plan and the River Islands Urban Design Concept as well as associated neighborhood specific Architecture Design Guidelines and Standards. Development within the Central Lathrop Specific Plan began in 2019 and will continue to occur within the Housing Element Planning Period.</p>

<p>Program 1d</p>	<p>Support affordable or special needs (including senior, disabled, developmentally disabled, farmworker, homeless, large family, and single female head of family) housing projects applications for federal, state, and/or regional programs, including CDBG, HOME, project-based Section 8/211, Low Income Housing Tax Credit, and HCD grant programs, that may be used for the development and on-going affordability of lower income and special needs housing. Support for applications shall be provided through staff technical assistance with the application (e.g., assisting with completing application components related to development review and environmental compliance) where appropriate and City Council consideration of resolutions indicating local support for each project.</p>	<p>Ongoing on a project-by-project basis</p>	<p>The City continues to support affordable or special needs housing projects. As applications for such developments are received, the City will assist applicant(s) in preparing and submitting grant applications for funding. No affordable or special needs housing grants were submitted in 2024.</p>
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<p>Program 1e</p>	<p>Evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. As soon as possible, request SB 2 funds to develop additional housing incentives, such as reduced fee structures for senior, disabled, and other special needs housing where a nexus can be demonstrated that service demands for such housing are less than typical single family or multifamily housing, pre-approved plans for small-scale infill housing projects that include an affordable component, and a plan for use of future SB 2 funds.</p>	<p>Biennially (by December 31st of 2021 and 2023); SB 2 funding to be requested concurrently with Housing Element Update (2019)</p>	<p>The City will evaluate State-administered funding programs on a biennial basis to determine if there are additional programs appropriate to encourage affordable housing development or for the City to use to augment First Time Homebuyer program for lower income households and request funds when appropriate and available. The City received approval for SB 2 funding from HCD for a variety of programs, including Accessory Dwelling Unit (ADU) pre-approved building plans.</p>
<p>Program 1f</p>	<p>Continue to consider regional development through working with SJCOG and local jurisdictions to plan for high quality regional development, including adequate affordable housing, by reviewing SJCOG data and online resources to track regional development, and by providing input into the development of the methodology for allocating the region's Regional Housing Needs Allocation.</p>	<p>Ongoing</p>	<p>The City continues to monitor and support development within San Joaquin. The City works closely with the City of Manteca and San Joaquin County to ensure development is compatible with adjacent jurisdictions and uses.</p>

<p>Program 1g</p>	<p>Continue to address and encourage lower income housing, special populations, and homeless needs on an annual basis through developer and service provider outreach and through participation in the Urban County/County Continuum of Care. As part of the development of the Annual Action Plan for CDBG/HOME funding, contact potential housing developers and service providers and encourage their submittal of funding applications and housing proposals that use the City's allocation as well as the Countywide allocation of funds for extremely low income housing, very low income housing, and low income housing as well as housing for disabled, seniors, veterans, homeless, and other special needs populations. See <i>Program 1g in the Housing Element for the full language.</i></p>	<p>With Annual Action Plan public hearing notices</p>	<p>The City continues to encourage developers to submit housing proposals for low-income housing. The City, in coordination with San Joaquin County, manages CDBG funds for public facilities, the GAP Loan Program (down payment assistance), HOME Programs (First Time Home Buyer Programs), and the property Rehabilitation Program. Collectively, these are called Home Loan Funds and are administered by the San Joaquin County Neighborhood Preservation Division. Information related to CDBG is provided via the City's website, under the Economic Development webpage.</p>
<p>Program 1h</p>	<p>Maintain information regarding homeless shelters and services available to City residents. This information shall be available at City Hall, the Lathrop Community Center, the Library, and on the City's website.</p>	<p>Ongoing; distribute brochures on a monthly basis or as-needed</p>	<p>The City will maintain information related to Homeless Shelters and services available to City residents.</p>
<p>Program 1i</p>	<p>The City shall participate with San Joaquin County's efforts to address farmworker housing needs. Participation with the County may include identification of potential sites and funding sources available for farm labor housing.</p>	<p>As needed</p>	<p>The City will work with San Joaquin County to address farmworker housing. Participation may include identification of sites available in the City for such a development and identification of funding sources.</p>

<p>Program 1j</p>	<p>Continue to work with the San Joaquin Housing Authority by providing housing information requested by the Housing Authority in a timely manner. Encourage the Housing Authority to issue more vouchers to City residents in need and to make efforts to increase the use of vouchers for rental of single family homes due to the City's limited supply of multifamily housing.</p>	<p>Ongoing; including Housing Authority in annual mailing under program 1g</p>	<p>The City will provide any information the San Joaquin County Housing Authority needs and/or requests. No action in 2024.</p>
<p>Program 1k</p>	<p>Continue to permit Planned Development District zoning that promotes a variety of housing types in the City through the utilization of innovative development techniques and flexible standards, such as: zero lot lines, clustering of dwelling units, narrower streets, increased densities, and fewer dedication requirements.</p>	<p>Ongoing</p>	<p>As development occurs and development applications are received, the City will review and make recommendations towards Planned Development Zoning. In addition, as inquiries are received on particular properties, the City will evaluate whether a Planned Development Zoning would benefit the Project. No Planned Development Rezone requests were processed in 2024.</p>

<p>Program 11</p>	<p>Facilitate the development of market rate rental housing and affordable for-sale and rental housing, including housing for extremely low, very low, and low income groups and special needs populations, through the following: • Regulatory incentives, such as expediting permit processing, deferred fees, and/or reduced parking requirements based on the bedroom mix of the project; and • Encourage developers to utilize the density bonus and incentive provisions required by State law; and • Publicize these incentives for market rate housing to developers and/or other interested parties by providing informational flyers at the Community Development Department's counter and in development project applications.</p>	<p>Ongoing</p>	<p>The City did not receive an application for extremely low, very low, and low income groups and special needs populations in 2024.</p>
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<p>Program 1m</p>	<p>Encourage a range of housing types for the developmentally disabled through coordination with the Valley Mountain Regional Center to identify needed housing types, such as independent living opportunities and group homes and other facilities that provide assistance to residents. Projects that provide housing for developmentally disabled persons will be assisted through priority/expedited processing, assistance with funding applications, and assistance with any density bonus requests for a density bonus, reduced development standards (e.g., minimum lot size, setbacks, parking, etc) or other incentives. Continue to refer households with a developmentally disabled member to the Valley Mountain Regional Center for assistance.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City encourages development of a variety of housing types, including housing for developmentally disabled. Residents requesting information regarding housing for the developmentally disabled are directed to the Valley Mountain Regional Center.</p>
<p>Program 1n</p>	<p>Revise the Zoning Code to require ministerial approval, which may include site plan review, for housing developments that include a minimum of 20 percent of units affordable to lower income households on the following sites consistent with Government Code 65583.2: 1: 21331033 2: 21321006 3: 19121017 5: 19122032 6: 19122039 7: 19122040 8: 19122059 11: 19608021 12: 19608026 13: 19608072</p>	<p>No later than December 1, 2022 due to statutory requirements to be completed within 3 years of Housing Element adoption</p>	<p>The City adopted Ordinance No. 22-442 in November 2022 that clarified that housing developments that include a minimum 20 percent of units affordable to lower income households shall be ministerial and exempt from Site Plan Review. This language was added to Multifamily Residential Districts. This program is complete.</p>

<p>Program 2a</p>	<p>Continue to offer pre-application meetings to all developers within the community. The City had four (4) pre-application meetings with developers in 2024, including a pre-application for a residential subdivision.</p>	<p>Ongoing</p>	<p>The City continues to offer pre-application meetings to all developers within the community. The City had four (4) pre-application meetings with developers in 2024, including a pre-application for a residential subdivision.</p>
<p>Program 2b</p>	<p>Provide incentives to encourage the development of special needs and affordable housing. This program is anticipated to assist at least four projects, in coordination with other applicable programs. Incentives shall include: • Allowing developers to submit concurrent/“piggyback” applications (e.g., rezones, tentative tract maps, conditional use permits, variance requests, etc.) to streamline processing of development projects that require multiple City approvals or entitlements; • Provide technical assistance with the entitlement process for projects that propose extremely low-, very low-, and low-income housing or that include a significant portion of units for special needs households. • Consideration of fee waivers or fee deferrals, where deemed appropriate, projects providing housing for extremely low-, very low-, and low income households or special needs households. See Program 2b in the Housing Element for the full language.</p>	<p>Ongoing</p>	<p>The City continues to offer incentives through the options listed in Program 2b. The City allows developers to submit concurrent/ “piggyback” applications to streamline processing of development projects that require multiple City approvals, provide technical assistance with the entitlement process, and will consider fee waivers for projects that proposed low-income housing. This program is ongoing.</p>

<p>Program 2c</p>	<p>Continue to monitor average processing times for discretionary development permits on a biennial basis and regularly review the Zoning Code and the City's development project processing procedures to identify changes to further reduce housing costs and average permit processing time. Where changes are feasible to implement, update the Zoning Code and amend the City's processing procedures to reduce housing costs and processing times.</p>	<p>Biennial review (2021, 2023)</p>	<p>The City will monitor processing times for development applications and review on a biennial basis. The City reviews and updates the Zoning Code annually (Zoning Omnibus) to provide consistency updates with State law and streamline development application processing. This program is ongoing.</p>
<p>Program 2d</p>	<p>Review affordable housing and in-fill projects for eligible CEQA exemptions and exempt those projects that are eligible from further CEQA review. In order to encourage use of CEQA exemptions and the advance CEQA work that has been completed for the majority of the City's lower income sites, ensure that the inventory maintained under Program 1a identifies the required approvals, including CEQA review, so that developers understand that the City has minimal processing requirements for its lower income sites.</p>	<p>Ongoing for review of development applications; concurrent with the Housing Element update information provided to developers to identify sites eligible for CEQA exemptions for CEQA review has been completed.</p>	<p>As part of the review of a development application, the City makes a CEQA Determination as to whether a project is exempt, will require an Initial Study or Environmental Impact Report. The City will review affordable housing and infill projects for eligibility for a CEQA exemption as development applications are received.</p>
<p>Program 2e</p>	<p>Review all updates and revisions to the City's ordinances, codes, policies, and procedures to ensure that they do not constrain "reasonable accommodation" for disabled persons and to ensure that they do not reduce the City's capacity for a range of housing types and densities.</p>	<p>Ongoing</p>	<p>Staff continues to monitor updates and revisions to the City's Ordinances, Codes, Policies and Procedures. The City's General Plan Update was adopted in September 2022. Following the adoption of the General Plan Update, a Zoning Consistency Project was initiated and completed in 2023. The Zoning Consistency Project updated various Chapters and Sections of the Lathrop Municipal Code to bring it into compliance with the General Plan.</p>

<p>Program 2f</p>	<p>Continue to encourage developers to include accessory dwelling units as an integral part of their project through maintaining provisions in the Zoning Code that provide for accessory dwelling units (ADUs) in all zones that allow single family homes and by continuing to provide a reduced fee structure for accessory dwelling units, including exemption from water and sewer connection fees and capacity charges, and by modifying the ADU standards in the Zoning Code as-needed to be consistent with requirements of State law, as may be amended from time to time. It is anticipated at least 6 ADUs will be incentivized through the City's provisions to accommodate and encourage ADUs.</p>	<p>Ongoing</p>	<p>The City continues to encourage the development of Accessory Dwelling Units (ADU) in the community. The City submitted a Senate Bill 2 grant application to amend the Zoning Code to be consistent with new State Law and prepare pre-approved building plans for ADUs. The City also received LEAP Grant Funding to prepare three (3) Pre-Approved ADU Plans. These plans were completed and published in 2024. A total of one (1) Building Permits for ADUs were issued in 2024. This program is ongoing.</p>
<p>Program 2g</p>	<p>Encourage developers to take advantage of density bonuses and incentives for affordable housing and senior housing projects that are provided by the City consistent with the requirements of State law and provide information that identifies the maximum densities that can be achieved through a density bonus.</p>	<p>Ongoing</p>	<p>The City continues to encourage the use of density bonuses for developments that qualify. This program is ongoing.</p>

<p>Program 2h</p>	<p>Address the special housing needs of large families to alleviate overcrowding in the City by facilitating the construction of housing that includes 3- and 4-bedroom units affordable to extremely low-, very low-, and low-income families. The City will publicize financial and regulatory incentive opportunities to developers and/or other parties interested in the construction of housing that includes 3- and 4-bedroom affordable units by providing information on the City's website and through flyers at the Community Development Department and in all specific plan and subdivision application packets.</p>	<p>Ongoing</p>	<p>As development applications are received, the City will encourage the development of 3- and 4- bedroom units affordable to extremely low-, very low- and low-income families. No affordable housing applications were received in 2024.</p>
<p>Program 2i</p>	<p>Continue to support female-headed households in the City with the permitting of child day care facilities as outlined in Chapter 17 of the Municipal Code</p>	<p>Ongoing</p>	<p>The City continues to support child day care facilities and permits child day care facilities as prescribed in the Municipal Code.</p>
<p>Program 2n</p>	<p>Require developers of new housing to use the HCD New Home Universal Design Option Checklist to disclose to buyers accessible features that are available. The City shall encourage developers to make accessible features available as standard features to the extent feasible and to provide remaining accessible features as optional features or features available in a limited number of units.</p>	<p>Ongoing</p>	<p>The City will require developers of new housing to use the HCD New Home Universal Design Option Checklist. This program is ongoing.</p>

<p>Program 2o</p>	<p>In compliance with State law (Government Code Section 65589.7), the City will establish written policies and procedures that grant priority for water and sewer to proposed development that includes housing affordable to lower-income households.</p>	<p>Jan-20</p>	<p>The City will establish written policies and procedures that grant priority water and sewer to proposed development that includes housing affordable to lower-income households.</p>
<p>Program 2p</p>	<p>Support multifamily housing on sites that accommodate lower income households by revising the Zoning Ordinance to limit development of single family units on sites designated for high density residential uses. Single family development shall only be allowed if the single family unit(s) are: 1) replacing an existing single family unit on a one for one basis, 2) on an existing lot of 8,000 square feet or less, or 3) are part of a housing development with the majority of units affordable to extremely low, very low, and/or low income households.</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>

<p>Program 2q</p>	<p>Revise the Zoning Code to permit manufactured homes in the same manner as single family homes, as required by Government Code Section 65852.3. The following revision shall be made to Section 17.68.010: "The provisions of this chapter shall apply to all manufactured housing and mobilehomes on permanent foundations, which shall be allowed subject to the same permit requirements and standards as a single family home in all districts that allow single family homes and shall also be subject to the standards identified in Section 17.68.020.</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>
<p>Program 2r</p>	<p>Revise the Zoning Code to remove inconsistencies regarding the densities allowed in the RM zone and to ensure that the densities allowed are consistent with the densities identified in the General Plan Land Use Element. The following revision shall be made to Section 17.36.050.D.: "Density. The allowable density for the RM multifamily residential districts shall be: RM-MH8: 1-8 units per acre RM-3: 8-15 units per acre RM-2: 16-25 units per acre RM-1.5: 16-25 units per acre</p>	<p>Jan-20</p>	<p>This program was completed in 2019.</p>

<p>Program 2s</p>	<p>Revise the Zoning Code to implement the requirements of Government Code Sections 65913.4 (as amended by SB 35), 65660, 65662, 65664, 65666, and 65668 (as established and/or amended by AB 101), and 65650 through 65656 (as established and/or amended by AB 2162), including the following: 1) Identify the SB 35 streamlining approval process and standards for eligible projects, as set forth under Government Code Section 65913.4; 2) Define low barrier navigation center as a use allowed by right and develop standards and requirements for processing a low barrier navigation center consistent with the requirements of State law, including Government Code Sections 65660 through 65668; and 3) Establish standards and requirements for processing supportive housing by right consistent with the requirements of State law, including Government Code Sections 65650 through 65656.</p>	<p>Aug-20</p>	<p>Partially implemented and ongoing. The City was not able to revise the Zoning Code during the 5th Cycle due to lack of available Staff resources. The City, did, however, develop a pre application process to assist developers and implemented a number of other measures. The components to address low barrier navigation centers and supportive housing will be adopted immediately following this Housing Element Update.</p>
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<p>Program 3a</p>	<p>Continue to participate in the San Joaquin Urban County consortium to receive and use HOME and CDBG funds to provide housing rehabilitation loans and emergency repair loans or grants, administered through the San Joaquin County Rehabilitation Program, for lower income households and to provide services for lower income populations, including extremely low income, homeless/at-risk of homelessness, seniors, and youth. On an annual basis, determine whether funds are adequate to set aside funds specifically for assistance (housing rehabilitation, emergency repair, or weatherization) for extremely low income households and whether funds are adequate to allow bedroom/bathroom additions where necessary to accommodate large families. See <i>Program 3a in the Housing Element for the full language.</i></p>	<p>Annual review of housing needs and commitment of funds through Urban County process; ongoing efforts to ensure public awareness</p>	<p>The City, in coordination with San Joaquin County, manages CDBG funds for public facilities, the GAP Loan Program (down payment assistance), HOME Programs (First Time Home Buyer Programs), and the property Rehabilitation Program. Collectively, these are called Home Loan Funds and are administered by the San Joaquin County Neighborhood Preservation Division. Information related to CDBG is provided via the City's website, under the Economic Development webpage.</p>
<p>Program 3b</p>	<p>Review the Zoning Code and potential funding sources to identify methods to provide incentives for rehabilitation of existing residential units and to encourage re- investment in the Historic Lathrop Overlay District and in older neighborhoods east of I-5.</p>	<p>Ongoing 2019/2020 incorporate incentives into SB 2 funding opportunities</p>	<p>This program is ongoing. The City continues to review and update the Zoning Code on an annual basis.</p>

<p>Program 3c</p>	<p>Continue to employ a full time code compliance officer who will vigorously enforce the building and zoning codes in locations where dilapidation, blight, and/or health and safety violations may be occurring. Coordinate code compliance efforts with the housing rehabilitation program with code compliance efforts to encourage property owners to maintain dwelling units in safe and habitable conditions. Regularly review housing conditions to determine if specific locations or neighborhoods require targeted code enforcement and work to provide, when funding is available, targeted rehabilitation or replacement assistance.</p>	<p>Ongoing; biennial review of areas appropriate for targeted assistance and/or enforcement</p>	<p>The City continues to employ a Code Enforcement Officer. This program is ongoing.</p>
<p>Program 3d</p>	<p>Continue to participate in the San Joaquin Urban County consortium to provide funding and support for the rehabilitation of mobile homes, when adequate funds are available. In 2020/2021, conduct outreach to mobilehome park residents and qualified non-profits to determine if there is interest in the State's Mobilehome Park Rehabilitation and Resident Ownership Program and any of the City's mobilehome parks would be eligible for this type of program.</p>	<p>Ongoing; Mobilehome outreach in 2020 and 2021</p>	<p>The City continues to coordinate with San Joaquin County to offer CDBG funding for Rehabilitation (Rehabilitation Program). The City will advertise the State's Mobilehome Park Rehabilitation and Resident Ownership Program.</p>

<p>Program 3e</p>	<p>Regularly review the City's eligibility for Federal and State home repair, renovation, and replacement programs annually and apply for programs, as appropriate. If multifamily owners or other entities express interest in available funding programs for housing rehabilitation or repair, support the application for funding and, if appropriate and feasible, provide technical assistance to the project applicant with the funding application.</p>	<p>Ongoing</p>	<p>No action in 2024. This program is ongoing.</p>
<p>Program 4a</p>	<p>Continue to encourage the enforcement of federal and state fair housing standards. The City will provide fair housing information to interested citizens and will make fair housing materials from the California Department of Fair Housing and Employment and the federal Office of Fair Housing and Equal Opportunity available at City Hall, the Library, the Community Center, and on the City's website in both English and Spanish. All requests for fair treatment on housing will be referred to the fair housing provider funded through the San Joaquin Urban County consortium (currently San Joaquin Fair Housing, Inc.).</p>	<p>Ongoing</p>	<p>This program is ongoing.</p>
<p>Program 4b</p>	<p>Require all recipients of locally administered housing funds to acknowledge their understanding of fair housing law, affirm their commitment to the law, and to provide fair housing opportunities for all persons.</p>	<p>Ongoing</p>	<p>As housing development projects are completed, this program will be implemented. No locally administered housing funds were used in 2024.</p>

<p>Program 5a</p>	<p>Continue to participate in the San Joaquin Housing Authority and encourage the Housing Authority to increase assistance to the City, through allocating more Housing Choice Vouchers and working with housing developers to provide Project-Based Vouchers, as well as other assistance administered by the Housing Authority. The City shall provide information on the availability of Housing Authority programs to interested residents.</p>	<p>Ongoing: annual coordination and outreach to Housing Authority to encourage increased assistance</p>	<p>The City continues to encourage interested residents to contact the San Joaquin Housing Authority to obtain information related to housing and the availability of Affordable Housing. This program is ongoing.</p>
<p>Program 5b</p>	<p>Provide housing information to all interested agencies, developers, residents, and non-profit groups. City staff will assist with Zoning and General Plan inquiries as well as provide contact information between the San Joaquin Urban County Consortium, San Joaquin Housing Authority, housing developers, and non-profit groups.</p>	<p>Ongoing</p>	<p>The City continues to provide housing information to interested parties, including home owners, developers, property owners, non-profit groups, etc. as it relates to Zoning and General Plan. This program is ongoing.</p>
<p>Program 6a</p>	<p>Promote energy efficient land use planning by incorporating energy conservation as a major criterion for future decision making. This shall include innovative site designs and orientation techniques, which incorporate passive and active solar designs and natural cooling techniques.</p>	<p>Ongoing</p>	<p>This program is ongoing. The City will continue to encourage energy efficient land use planning.</p>

<p>Program 6b</p>	<p>Encourage pre-application meetings to address site layout and design components that encourage energy conservation prior to any formal submittal that is to be considered by the Planning Commission and/or City Council. The City shall continue to rely on project input from all departments to assess design and layout for all residential projects.</p>	<p>Ongoing</p>	<p>The City continues to hold pre-application meetings. This program is ongoing.</p>
<p>Program 6c</p>	<p>Continue to support energy conservation in existing and new housing, through participating in programs such as the Open PACE clean energy program and ensuring the community has access to current energy conservation methods and practices as well as information on programs available to fund energy conservation improvements. Ensure information is available at City Hall and on the City's website.</p>	<p>Ongoing</p>	<p>On May 2, 2016, the City Council approved the City's first clean energy financing program, known as the Home Energy Renovation Opportunity (HERO) Financing Program through the Property Assessment Clean Energy (PACE) Program. On December 4, 2017, the City Council approved similar clean energy financing programs with CSCDA Open Pace, Figtree Pace, and Golden State Financing Authority. On December 10, 2018, the City Council adopted a Resolution to participate in the California Municipal Finance Authority (CMFA) Open Property Assessed Clean Energy (PACE) Program. Information related to the energy conservation is available upon request.</p>
<p>Program 6d</p>	<p>Encourage new residential development or significant rehabilitation projects to meet or exceed CalGreen Tier 1 and/or to achieve LEED certification.</p>	<p>Ongoing</p>	<p>The City will encourage new residential development or significant rehab. Projects to meet CALGreen and LEED standards.</p>

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 25-3**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL RECEIVE AND ACCEPT THE HOUSING
ELEMENT ANNUAL PROGRESS REPORT FOR CALENDAR YEAR 2024 AND
AUTHORIZE STAFF TO SUBMIT THE REPORT TO THE GOVERNOR'S OFFICE OF
PLANNING AND RESEARCH AND THE CALIFORNIA DEPARTMENT OF
HOUSING AND COMMUNITY DEVELOPMENT**

WHEREAS, California Government Code Section 65400(2) requires the planning agency to provide an annual report to the City Council, the Governor's Office of Planning and Research (OPR), and the State Department of Housing and Community Development (HCD) regarding progress toward implementation of the housing element of the general plan; and

WHEREAS, planning staff has prepared an annual progress report for the calendar year 2024, utilizing the prescribed forms and instructions provided by HCD; and

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council receive and accept the annual progress report on the Housing Element for Calendar Year 2024, attached and incorporated by reference herein, and authorize staff to forward the report to the Governor's Office of Planning and Research and the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).


PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 19th day of February, 2025 by the following vote:

AYES: Ralmilay, Jackson, Rhodes

NOES: None

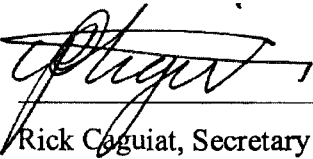
ABSTAIN: None

ABSENT: Camarena, Ishihara



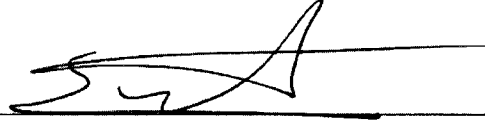
Ash Ralmilay, Chair

ATTEST:



Rick Coguiat, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ITEM 4.6

**CITY MANAGER’S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: VALIDATION OF THE 2024 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

RECOMMENDATION: Adopt Resolution Validating the 2024 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mosssdale Tract Area, Acting as the Land Use Agency

SUMMARY:

Senate Bill 5 (SB5) and related companion bills created a new requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-Year or Urban Level of Flood Protection (ULOP).

On June 20, 2016, June 5, 2017, July 9, 2018, July 8, 2019, July 13, 2020, July 12, 2021, February 13, 2023, and October 14, 2024, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-Year ULOP in Reclamation District 17 Basin (hereinafter referred to as the "Mosssdale Tract Area").

The 2024 APR is included as Attachment "B" for a 200-Year Urban Level of Flood Protection in the Mosssdale Tract Area by the Year 2040. Staff requests that the City Council adopt a Resolution, included as Attachment "A", validating the 2024 ULOP Finding of Adequate Progress in the Mosssdale Tract Area that will allow the City of Lathrop to continue to issue discretionary permits to commercial and industrial uses, and ministerial permits for new residential homes for a limited period subject to ongoing validation of that finding.

BACKGROUND:

The California Department of Water Resources (DWR) developed certain guidance and ULOP criteria in response to requirements outlined in the Central Valley Flood Protection Act of 2008, enacted by SB5 in 2007 and amended by subsequent legislation (2007 California Flood Legislation). DWR developed the ULOP criteria to assist affected cities and counties within the Sacramento-San Joaquin Valley, in making the findings related to an ULOP before approving certain land use entitlements in accordance with the 2007 California Flood Legislation.

The existing Mosssdale Tract Area levees currently do not meet the updated DWR Urban Levee Design Criteria (ULDC) standards adopted by DWR in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, the land use agencies within the Mosssdale Tract Area, in coordination with RD 17, have been jointly pursuing efforts to achieve ULOP by 2040. AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2024 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

2028. SB 586, signed into law on April 30, 2024, extended the ULOP deadline from 2028 to 2040. According to the Project implementation schedule, ULOP will be completed by 2040.

In June 2016, Larsen Wurzel & Associates, Inc. (LWA) prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (APR). The APR served as a strategic plan describing and outlining the steps that the Local Flood Management Agency (LFMA) and the land use agencies in the Mossdale Tract Area are taking to generate the local funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of 2007 Senate Bill 5 (SB5).

On June 2017, July 2018, July 2019, July 2020, July 2021, February 2023, and October 2024, City Council approved an APR toward provision of the 200-Year ULOP in the Mossdale Tract Area as one of the ongoing requirements is to annually report to the Central Valley Flood Protection Board (CVFPB) on the efforts in working toward completion of the flood protection system. This 2024 Annual Adequate Progress Report Update (2024 APR) included as Attachment "B", in combination with other documentation submitted by San Joaquin Area Flood Control Agency (SJAFCA) as the LFMA, is intended to continue to support the requirements of Government Code Section 65007 (a)(5) that "the local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."

As noted above, it is also intended that this report may be referenced by all of the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

The 2024 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area is taking with respect to compliance with the guidance provided by the California Department of Water Resource in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

In addition, the 2007 California Flood Control Legislation required the LFMA to:

- Report annually to the Central Valley Flood Protection Board on the status of the progress toward completion of the flood protection system, and
- Validate that the adequate progress finding is still effective.

The 2024 APR was prepared to satisfy the above requirements so that the City of Lathrop, as a Land Use Agency, may rely on the prior findings of Adequate Progress.

CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2024 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

Based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all of the requisite evidentiary requirements of ULOP including the 2022 update to the 2016 Engineer's Report and associated IPE review/Engineer's response. A comprehensive update of SJAFCA's Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars, is approximately \$230 million.

Previously, the Cities of Lathrop and Manteca, as well as Reclamation District 17, comprised the LFMA, and these agencies have been reporting the status of ULOP for the Mossdale Tract Area to the CVFPB. With the modification of SJAFCA's membership in 2018, SJAFCA has taken over the role of LFMA for the Mossdale Tract Area, and this report is now being submitted to support all land use agencies within the Mossdale Tract Area.

On April 18, 2024, the SJAFCA Board of Directors adopted a resolution of intention to form an assessment district to provide the local cost share for the \$473M levee improvement project to provide an ULOP to the Mossdale Tract Area. The SJAFCA Board officially adopted the assessment in July 2024 after it was approved by property owners.

REASON FOR RECOMMENDATION:

Approval by SJAFCA of the 2024 Annual Adequate Progress Report Update for a 200-Year ULOP for the Mossdale Tract Area, and submission by SJAFCA of this report to the CVFPB included as Attachment "C", allows the City of Lathrop, as a Land Use Agency, to rely on the prior findings of Adequate Progress. This will then allow the City of Lathrop to continue to issue, within the Mossdale Tract Area, discretionary permits to commercial and industrial uses, and ministerial permits (building permits) for new residential homes while the City continues to make progress toward establishing ULOP 200-year flood protection by the year 2040.

FISCAL IMPACT:

Initially, all technical reports have been funded by the Cities of Lathrop and Manteca and our development community. Recently, these funds have been supplemented by advanced funds from Stockton, the County of San Joaquin, and the State of California via an Urban Flood Risk Reduction grant. The future cost will be provided by outside funding sources identified in the 2024 Annual Adequate Progress Report Update.

CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2024 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

PAGE 4

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop, Validating the 2024 Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area, Acting as the Land Use Agency
- B. 2024 Annual Adequate Progress Report Update for Urban Level of Protection Final Report, dated December 31, 2024
- C. SJAFCA Letter to CVFPB transmitting the 2024 Annual Adequate Progress Report Update for Urban Level of Protection, dated February 4, 2025

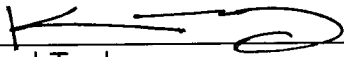
CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
VALIDATION OF THE 2024 FINDING OF ADEQUATE PROGRESS IN THE
MOSSDALE TRACT AREA

APPROVALS:



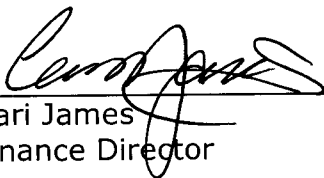
Veronica Albarran
Junior Engineer

02/24/2025
Date

 FOR

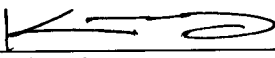
Brad Taylor
City Engineer

2.27.2025
Date




Cari James
Finance Director

2/27/2025
Date



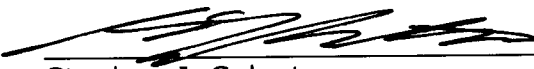
Michael King
Assistant City Manager

2.27.2025
Date



Salvador Navarrete
City Attorney

2-3-2025
Date



Stephen J. Salvatore
City Manager

3.4.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP VALIDATING THE 2024 URBAN LEVEL OF FLOOD PROTECTION (ULOP) FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA, ACTING AS THE LAND USE AGENCY

WHEREAS, Senate Bill 5 (SB5), and related companion bills, created a new requirement for certain land use decisions made by cities and counties in the California Central Valley; and

WHEREAS, prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings, land use agencies are required to make findings related to the provision of 200-year Urban Level of Flood Protection (ULOP); and

WHEREAS, effective January 1, 2018, San Joaquin Area Flood Control Agency (SJAFCA) has taken over the role of Local Flood Management Agency (LFMA) for the Reclamation District 17 Basin (hereinafter referred to as the "Mossdale Tract Area") and this report is now being submitted to support all land use agencies within the Mossdale Tract Area; and

WHEREAS, AB 838, signed into law on September 28, 2020, extended the ULOP deadline from 2025 to 2028. SB 586, signed into law on April 30, 2024, extended the ULOP deadline from 2028 to 2040. According to the Project implementation schedule, ULOP will be completed by 2040; and

WHEREAS, on June 2017, July 2018, July 2019, July 2020, July 2021, February 2023, and October 2024, City Council approved an Adequate Progressing Finding Report (APR) toward provision of 200-year ULOP in the Mossdale Tract Area; and

WHEREAS, based as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to advance a Feasibility Study with DWR under the Urban Flood Risk Reduction (UFRR) program, SJAFCA identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of a December 12, 2019 technical memorandum by Kjeldsen Sinnock & Neudeck, Inc. (KSN) detailing the additional costs of complying with the adopted climate adaptation policy as well as the materials to support all the requisite evidentiary requirements of ULOP including the 2021 update to the 2016 Engineer's Report and associated IPE review/Engineer's response; and

WHEREAS, a comprehensive update of SJAFCA’s Project was prepared in 2021 to consolidate and present a single budget for to address ULDC deficiencies and address Climate Adaptation. The updated cost estimate in present day 2021 dollars is approximately \$230 million; and

WHEREAS, based on SJAFCA’s approval of the Mossdale Tract Program: 2024 Annual Adequate Progress Report Update for Urban Level of Flood Protection dated December 31, 2024, included as Attachment B to the City Manager’s Report, and its transmittal to the Central Valley Flood Protection Board, included as Attachment C to the City Manager’s Report, staff requests that the City Council adopt a resolution to validate prior findings of Adequate Progress made by the City on June 20, 2016; and

WHEREAS, on April 18, 2024, the SJAFCA Board of Directors adopted a resolution of intention to form an assessment district to provide the local cost share for the \$473M levee improvement project to provide an ULOP to the Mossdale Tract Area. The SJAFCA Board officially adopted the assessment in July 2024 after it was approved by property owners.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, acting as the land use agency, hereby validates and reaffirms the June 20, 2016 Finding of Adequate Progress toward providing a 200-Year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2040, based upon the 2024 Annual Adequate Progress Report Update included as Attachment B to the March 10, 2025 City Manager’s Report that accompanied this resolution; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, that the City Council of the City of Lathrop hereby validates and affirms that the Adequate Progress Finding adopted, pursuant to SB5 and its companion legislation, shall serve as the Adequate Progress Finding for the City of Lathrop’s approval of any and all discretionary permits and approvals issued pursuant to State Planning and Zoning Law, the California Subdivision Map Act, and Development Agreement Law to any commercial and industrial uses, and any and all ministerial permits (building permits) for new residential homes for a period of 10 years’ subject to ongoing validation of that finding, as applied to urban development in the Mossdale Tract Area which urban development is approved in accordance with local and State laws; and

BE IT FURTHER RESOLVED, based upon the hereby referenced and incorporated substantial evidence in the record, hereby and above referenced reports and all documents comprising the record of proceedings, affected land use decisions for development in Mossdale Tract Area are expected to have 200-year flood protection by 2040.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of March 2025 by the following vote:

AYES:

NOES:

ABSTAIN:

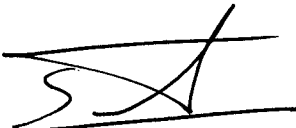
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



LARSEN WURZEL
& Associates, Inc.

2450 Venture Oaks Way, Suite 240

Sacramento, CA 95833

Mossdale Tract Program:
**2024 Annual
Adequate Progress
Report Update**

FOR URBAN LEVEL OF PROTECTION

Prepared for: The San Joaquin Area Flood Control Agency (SJAFCOA)
December 31, 2024

TABLE OF CONTENTS

Overview & Context	1
Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP	1
Mossdale Tract Area Approach to ULOP.....	2
Adequate Progress toward ULOP	6
Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing.....	6
<i>RD 17 Levee Seepage Repair Project</i>	6
<i>SJAFCA ULOP Project</i>	6
Summary of Scope, Schedule & Cost	7
Schedule	8
Total Program Costs	8
Applicable Geographic Area Reliant on Adequate Progress Report	11
Project Funding and Financing Approach	13
Governance Approach to Funding & Implementation	14
Project Funding and Financing Plan	15
Remaining Project Costs	15
LSRP Project.....	15
Sources & Uses.....	15
Detailed Cash Flow Analysis and Schedule of Expenses and Revenues	16
Government Code §65007(a) (2) (A) Compliance	16
Evaluation of Identified Revenues	25
Mossdale Tract Overlay Assessment District	26
Enhanced Infrastructure Financing District.....	26
Status and Schedule for Local Funding & Financing Implementation	29

LIST OF TABLES

Table 1: Program Cost Summary	10
Table 2: RD 17 LSRP Remaining Capital Cost Estimate & Cost Share.....	18
Table 3: ULDC Project Engineer’s Opinion of Probable Cost	19
Table 4: ULOP Adequate Progress Sources & Uses Statement (through 2026)	20
Table 5: ULOP Levee Program Cash Flow and Financing Analysis	21
Table 6: Government Code 65007 (a) Analysis.....	23
Table 7: Expenditure Schedule for SJAFCA’s ULOP Project	24

LIST OF FIGURES

Figure 1: 200-Year Floodplain Depths for Areas Protected by Levees	12
Figure 2: Assessment Revenue & EIFD Tax Increment Financing Approach.....	28

APPENDICES

- Appendix A: San Joaquin Area Flood Control Agency Resolution No. 19-06: Resolution to Adopt Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change
February 24, 2023, Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update
- Appendix B: San Joaquin Area Flood Control Agency Resolution No. 22-07: Resolution Directing Staff to Work with the Member Land Use Agencies to Finalize the Mossdale Tract Urban Level of Flood Protection Development Impact Fee Update and Authorizing the Executive Director to Execute an Amended Collection Agreement (*excluding* the final Nexus Study Update)¹
Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Protection Development Impact Fee (*Partial Execution*)

¹ A full copy of the referenced Final Nexus Study can be found here:
https://stockton.granicus.com/MetaViewer.php?view_id=70&clip_id=7899&meta_id=698228

Development Impact Fee Program Supporting Tables

Appendix C: San Joaquin Area Flood Control Agency Resolution No. 24-22: Resolution of the Board of Directors of the San Joaquin Area Flood Control Agency Approving Final Engineer’s Report, Forming the Mossdale Tract Overlay Assessment District and Ordering the Levy of Assessment beginning in Fiscal Year 2024-25

Appendix D: Mossdale Tract Enhanced Infrastructure Financing District – Infrastructure Financing Plan Final Report dated June 2, 2022²

Memorandum of Understanding between the San Joaquin Area Flood Control Agency and the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority dated June 15, 2023

Supporting Financing Plan Tables

² A full copy of the referenced IFP Final Report can be found here:
<https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000>

LIST OF ABBREVIATIONS

APR	Adequate Progress Report
2016 APR	RD 17: Area Adequate Progress Report for Urban Level of Protection (June 2016)
Area	Mossdale Tract Area
CEQA	California Environmental Quality Act
Climate Adaptation Policy	SJAFCA adopted Policy on Adapting Design Standards for the Mossdale Tract Area of SAJFCA in Light of Climate Change
CVFPB	Central Valley Flood Protection Board
DIF	Development Impact Fee
DWR	California Department of Water Resource
EIFD	Enhanced Infrastructure Financing District
EIP	Early Implementation Program
Engineer's Report	PBI's March 22, 2016, ULDC Evaluation of the RD 17 Levee
Project	Levee Improvements to meet ULDC 200-year requirements
IPE	Independent Panel of Experts
JEPA	Joint Exercise of Powers Agreement
JPA	Joint Powers Authority
KSN	Kjeldsen, Sinnock & Neudeck Inc.
Land Use Agencies	San Joaquin County and the Cities of Lathrop, Manteca, and Stockton
LFMA	Local Flood Management Agency (previously RD 17, Lathrop, and Manteca, now SJAFCA)
LSRP	Levee Seepage Repair Project
LWA	Larsen Wurzel & Associates, Inc.
Mossdale Tract Area	The area serviced by Reclamation District No. 17
O&M	Operations and maintenance
OAD	Special Benefit Overlay Assessment District
PBI	Peterson Brustad, Inc.

RD 17	Reclamation District 17
RFP	Request for Proposal
SB5	Senate Bill 5 (2007)
SJAFCA	San Joaquin Flood Control Agency
SJCFCWCD	San Joaquin County Flood Control and Water Conservation District
IFP / the Plan	Infrastructure Financing Plan
UFRR	Urban Flood Risk Reduction
ULDC	Urban Levee Design Criteria
ULOP	Urban Level of Flood Protection
USACE	U.S. Army Corps of Engineers

Overview & Context

Larsen Wurzel & Associates, Inc. (LWA) has been engaged by the San Joaquin Flood Control Agency (SJAFCA), the Local Flood Management Agency (LFMA) for the Mossdale Tract Area (the Area), to prepare an Annual Adequate Progress Report Update (Annual APR Update) toward the achievement of an Urban Level of Flood Protection (ULOP) within the Mossdale Tract Area (Area) for calendar year 2024. In 2016 and 2017, the Cities of Lathrop and Manteca, as well as Reclamation District 17 (RD 17) comprised the LFMA and these agencies reported the status of Adequate Progress for the Area to the Central Valley Flood Protection Board (CVFPB). In January 2018, SJAFCA took over the role of LFMA for the Area and assumed responsibility for Annual Reporting pursuant to Government Code §65007 (a)(5). This Annual APR Update is being submitted by SJAFCA to support all land use agencies within the Area. This is the ninth Annual Report on Adequate Progress for the Area; the seventh prepared by SJAFCA.

As noted in the 2018 Annual APR Update, prior to January 2018, SJAFCA's membership consisted of the City of Stockton, San Joaquin County, and the San Joaquin County Flood Control and Water Conservation District (SJCFWCWD). Effective January 1, 2018, the Joint Exercise of Powers Agreement (JEPA) establishing SJAFCA was amended to include the Cities of Lathrop and Manteca. This action was taken by all members of the new SJAFCA organization as part of the plan (described further within this report³) to achieve ULOP. Herein, San Joaquin County and the Cities of Lathrop, Manteca, and Stockton are jointly referred to as the Land Use Agencies.

In June 2016, LWA prepared the "RD 17 Area: Adequate Progress Report for Urban Level of Protection" (2016 APR). The 2016 APR served as a strategic plan describing the steps that the LFMA and the Land Use Agencies in the RD 17 basin (hereinafter referred to as the Mossdale Tract Area) are taking to generate the funding necessary to advance and ultimately implement 200-year levee improvements in accordance with the requirements of Senate Bill 5 (2007) (SB5). The 2016 APR described several aspects including:

- The requirements set forth by SB5 and ULOP;
- The requirements of the Land Use Agencies in making findings related to Adequate Progress toward ULOP, and, more specifically;
- The approach the LFMAs in the Mossdale Tract Area were taking with respect to compliance with the guidance provided by the California Department of Water Resource (DWR) in support of the Land Use Agencies' maintenance of findings of Adequate Progress.

Land Use and LFMA Requirements for Maintaining Findings of Adequate Progress toward ULOP

Adequate Progress has been defined by the 2007 California Flood Legislation (see Government Code §65007(a)) as:

- The development of the scope, schedule, and cost to complete flood protection facilities;

³ Reference the **Governance Approach to Funding & Implementation** section (page 12) of this report.

- Documentation that revenues have been identified to support implementation of the flood protection facilities;
- Evidence that critical features of the flood protection facilities are under construction and progressing;
- The city or county has not been responsible for a significant delay in the completion of the system; and
- The LFMA has provided DWR and the CVFPB information to determine substantial completion of the required flood protection.

Regarding the last bullet, the LFMA must annually document:

- That the total project scope, schedule, and cost of the completed flood protection system have been developed to meet the appropriate standard of protection;
- That 90% of the required revenues scheduled to be received by that year have been appropriated and are being expended;
- Critical features of the flood protection system are under construction and each critical feature is progressing as indicated by the actual expenditures of the construction budget; and,
- The city or county has not been responsible for a significant delay in the completion of the system.

In addition, the 2007 California Flood Control Legislation requires the LFMA to report annually to the CVFPB on the status of progress toward completion of the flood protection system.

*This **2024 Annual Adequate Progress Report Update** is intended to satisfy the annual reporting requirements for 2024 by the LFMA for reference by the Land Use Agencies in the Mossdale Tract Area in their ULOP findings.*

Mossdale Tract Area Approach to ULOP

The 2016 APR was prepared by the Cities of Lathrop and Manteca and RD 17 to provide information for the Cities and County located within the Mossdale Tract Area, for their reference in support of their respective ULOP findings for land use decisions within the Mossdale Tract Area. The following describes the evidentiary conclusions from the 2016 APR, based on DWR's ULOP criteria (collectively the ULOP EVD-3⁴):

- A report prepared by the LFMA demonstrating Adequate Progress as defined in California Government Code Section 65007(a).
 - *The 2016 APR, in combination with other documentation prepared by the Land Use Agencies demonstrated adequate progress.*
- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *The LFMA requested that a team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare the required report. Their report, dated March 22, 2016, compiled under a Cover*

⁴ Reference page 2-10 within the ULOP Criteria, November 2013.

Memorandum titled “Urban Levee Design Criteria (ULDC) Evaluation of the RD17 Levee” met the requirement at that time.

- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Edwin Hultgren, and Thomas Plummer was engaged to review the Engineer’s Report. The panel’s report dated May 24, 2016, titled “Independent Review of Urban Levee Design Criteria Evaluation, March 2016” fulfilled this requirement.*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Glenn Gebhardt with the City of Lathrop and Mr. Kevin Jorgensen with the City of Manteca, dated June 3, 2016. Mr. Dave Peterson, P.E. of PBI prepared the response. This letter fulfilled this requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.
 - *The 2016 APR, in combination with other documentation prepared by the acting LFMA, supported the evidentiary requirements of Adequate Progress. The 2016 APR addressed how the flood protection system that will provide ULOP will be funded and financed. The 2016 APR described the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system.*

The CVFPB, on October 25, 2016, acknowledged receipt of the evidentiary documentation including the 2016 APR and indicated that the “submittal sufficiently complies with the statutory requirements of California Government Code Section 65007(a)”. The CVFPB indicated that their compliance letter was valid through September 30, 2017 and that future year’s evaluations would be based upon review of annually submitted documents.

On August 10, 2017, the City of Lathrop, acting as the LFMA and on behalf of the Cities of Lathrop and Manteca, transmitted the first Annual APR Update, the 2017 Adequate Progress Report Update, dated June 13, 2017. In response to the submission of that report, CVFPB staff requested that the City of Lathrop prepare an Adequate Progress Submittal Form which was completed and submitted to CVFPB staff on Thursday November 2, 2017.

Subsequent Annual reports have been submitted by SJAFCA, acting as the LFMA and on behalf of the Mossdale Tract Area, to the CVFPB as follows:

- On June 28, 2018, SJAFCA transmitted the 2018 Annual Adequate Progress Report Update.
- On June 28, 2019, SJAFCA transmitted the 2019 Annual Adequate Progress Report Update.
- On June 30, 2020, SJAFCA transmitted the 2020 Annual Adequate Progress Report Update.
- On June 29, 2021, SJAFCA transmitted the 2021 Annual Adequate Progress Report Update.

- On January 31, 2023, SJAFCA transmitted the 2022 Annual Adequate Progress Report Update.
- On September 23, 2024, SJAFCA transmitted the 2023 Annual Adequate Progress Report Update.

To address the uncertain nature of climate change and the resulting impacts to hydraulics and hydrology, in February 2019 SJAFCA adopted a *Policy on Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change* (Climate Adaptation Policy, SJAFCA Resolution No. 19-06, included as **Appendix A**). This policy identifies seven specific elements that are to be incorporated into both the design and implementation of the Mossdale Tract 200-year improvements to address climate change uncertainties. Further, SJAFCA engaged a task order with PBI to update the scope and cost of the 200-year improvements to address the adopted Climate Adaptation Policy. This effort resulted in the preparation of a detailed cost estimate prepared by Kjeldsen Sinnock & Neudeck, Inc. (KSN) addressing the costs of complying with policy.

The 2020 Annual Report Update and subsequent reports have reflected the costs of compliance with the adopted Climate Adaptation Policy as part of the financing plans presented within them. Further, an evaluation and analysis of the proposed Climate Adaptation Policy improvements determining that the improvements meet the appropriate standard of protection has been completed consistent with the evidentiary requirements of DWR's ULOP criteria. The 2021 Annual Report Update and subsequent reports include reference to the additional evidentiary materials. Those materials include:

- A report prepared by a Professional Civil Engineer registered in California to document the data and analyses for demonstrating the property, development project, or subdivision will have ULOP at the time when the flood protection system is completed.
 - *A team of Professional Engineers led by Peterson Brustad, Inc. (PBI) in coordination with their subconsultants, Kjeldsen, Sinnock & Neudeck Inc. (KSN) and ENGEO prepare a report dated June 18, 2021, compiled under a Cover Memorandum titled "2021 Climate Change Update to the Mossdale Engineer's Report." The materials included within the report were presented to the IPE in April 2021 for their review and comment.*
- A report by an Independent Panel of Experts (IPE) on the review of the report prepared by the Professional Civil Engineer.
 - *An IPE consisting of Robert Pyke, Robert Lokteff, and Thomas Plummer was engaged to review the 2021 Climate Change Update to the Mossdale Engineer's Report. In response, the IPE prepared a report dated June 1, 2021, titled "Independent Panel of Experts for RD 17 200-Year Level of Protection Project Climate Change Update."*
- A response by the Professional Civil Engineer to the comments from the IPE.
 - *PBI, author of the documents reviewed by the IPE, responded in a letter addressed to Mr. Chris Elias, dated June 18, 2021. Mr. Michael Rossiter, P.E. of PBI prepared the response. This letter fulfilled the response requirement.*
- An annual report prepared by the LFMA, submitted to the CVFPB documenting the efforts in working toward completion of the flood protection system.

- *This 2024 APR, in combination with the documentation prepared by the LFMA, supports the evidentiary requirements of Adequate Progress. This 2024 APR addresses how the flood protection system, as described within the 2016 and 2021 Climate Change Update Engineer's reports, will provide ULOP will be funded and financed. This 2024 APR describes the proposed funding mechanisms, the approach and schedule for their implementation, and the projected revenues identified to support implementation of the flood protection system. Further, this 2024 Annual Adequate Progress Report Update is intended to continue to address the requirements of Government Code Section 65007 (a)(5). "The local flood management agency shall annually report to the CVFPB on the efforts in working toward completion of the flood protection system."*

Finally, it is intended that this report, in combination with any other required documentation pursuant to SB5 and DWR's associated ULOP Guidance, may be referenced by the Land Use Agencies in the Mossdale Tract Area (specifically the Cities of Lathrop, Manteca, and Stockton, as well as San Joaquin County) in making new or validating findings related to approval of development projects that rely on the Adequate Progress Findings where such a finding is applicable.

Adequate Progress toward ULOP

The existing RD 17 levees protecting the Mossdale Tract Area do not meet the updated DWR ULDC standards adopted in May 2012, and the existing levees are not currently certified to provide 200-year protection. Accordingly, SJAFCA is pursuing efforts to achieve ULOP by the required deadline. The required deadline for achieving ULOP for the Mossdale Tract Area, as of the date of this report, is 2040.⁵

The LFMA's plan for flood protection through the year 2040 consists of two components: (1) RD 17's, now completed, Phase 3 Levee Seepage Repair Project (LSRP) and (2) SJAFCA identified levee improvements to achieve ULDC 200-year requirements (the Project or SJAFCA ULOP Project).

The SJAFCA ULOP Project, as described previously in the 2016 APR, consists of a Fix-In-Place Levee Improvement Project and an extension of the existing dryland levee in Manteca. A review of the (i) Project scope, (ii) Project schedule, and (iii) the cost of the completed flood protection system, all as proposed in 2016 and later updated, demonstrate that they were developed to meet the appropriate standard of protection based on information known at that time. As noted above, as part of the implementation of SJAFCA's adopted Climate Adaptation Policy and efforts to complete the Mossdale Tract Area Urban Flood Risk Reduction Study, SJAFCA has identified and analyzed the requisite improvements needed to meet the appropriate standard of protection when considering the uncertain impacts of climate change. SJAFCA's efforts to address climate change resulted in the preparation of materials to support all the requisite evidentiary requirements of ULOP including the 2021 Update to the 2016 Engineer's Report and associated IPE review/Engineer's response.

Critical Features of the Flood Protection System are Under Construction and Each Critical Feature is Progressing

RD 17 Levee Seepage Repair Project

RD 17, with funding from the issuances of multiple series of bonds secured by assessment revenues and a funding agreement with DWR, has constructed all of the Phase 3 LSRP improvements. One remaining component of the Phase 3 LSRP improvements includes, a 400' long jet-grout cutoff wall under the River Islands Parkway bridge (Element VI-a.1) which is planned to be addressed as part of SJAFCA ULOP Project.

Based on information obtained from RD 17 and estimates made by LWA given information provided, a cumulative total of approximately \$81 million of LSRP improvements have been completed. RD 17 funded the project by issuing bonds in 2009 and 2017 and utilized bond proceeds, along with annual assessment revenues, to match grant funding from DWR to advance the LSRP to completion.

SJAFCA ULOP Project

In June 2016, the City of Lathrop secured 50% funding for \$10 million of work (total of \$5.0 million of grant funding) from DWR under the UFRR Program and executed a funding agreement with DWR to fund a feasibility analysis of a focused array of alternatives which address State estimates of climate change through 2040. In

⁵ SB 586, signed into law on April 30, 2024, extended the ULOP deadline for the Mossdale Tract to 2040.

January of 2019, the grant funding agreement transitioned to SJAFCA. The Mossdale Tract Area Urban Flood Risk Reduction Study (UFRR Study) was completed in September 2021. The UFRR Study cost approximately \$1.83 million. The early engineering evaluations and ULDC deficiency analyses cost approximately \$2.83 million. DWR provided cost sharing for both the early work and the UFRR Study, approximately \$2.3 million. The remaining funds from DWR, approximately, \$2.0 million have been used to advance environmental review (California Environmental Quality Act [CEQA] Analysis) and preliminary design of the initial phase of the preferred alternative.

In September 2022, SJAFCA executed a Feasibility Study Cost Share Agreement (FCSA) with the USACE to evaluate the Federal Interest in an array of alternatives to provide enhanced flood protection to the Lathrop and Manteca Area. This study will result in the preparation of the Lower San Joaquin River Lathrop and Manteca Feasibility Study, CA. While Federal interest in the Mossdale Program is being evaluated, SJAFCA has continued to advance the design and permitting of certain common features of the UFRR feasibility study preferred alternatives that overlap with the features of the ULOP Project.

In September 2024, SJAFCA and DWR executed an amendment to the UFFR Agreement adding an additional \$75 million of funding (total State funding of \$80 million) to advance implementation of a portion of the approved UFFR Feasibility Study's preferred alternative. SJAFCA is now advancing preliminary design and CEQA independently utilizing State and local funds. SJAFCA's goal is to advance implementation of improvements ahead of Federal authorization of the Project. With this funding, SJAFCA will finalize the design of the improvements and advance construction of the Dryland Levee improvements.

Summary of Scope, Schedule & Cost

The 2016 Engineer's Report and 2021 Update identify two projects. These projects are listed below and, when fully implemented, will meet the objective of 200-year ULOP for the Mossdale Tract Area. These projects include:

1. **RD 17 LSRP** is being implemented in three phases:
 - a. Phase 1 (Completed 2008-09)
 - b. Phase 2 (Completed 2009-11)
 - c. Phase 3 (Completed 2024)
2. **SJAFCA ULOP Project⁶** is being pursued as Phase 4 and includes the following outlined steps:
 - a. ULDC engineering analysis and identification of deficiencies (completed March 22, 2016)
 - b. Additional Climate Change related analyses and update to the ULDC engineering analysis to consider SJAFCA's Adopted Climate Adaptation Policy (completed June 18, 2022)
 - c. Design and environmental evaluation of levee improvements to cure ULDC deficiencies (Commenced July 2022, Administrative Draft EIR completed in January 2023. A Final EIR to be completed in mid-2025.)
 - d. Implement levee improvements to cure ULDC deficiencies.

⁶ Throughout this report the Phase 4 Project was formerly known as the "Fix-In-Place" Project with the inclusion the extension of the dryland levee in Manteca.

- i. Early advancement of improvements through a State/Local Urban Flood Risk Reduction Program Project
- ii. USACE Implementation of a federally authorized Lower San Joaquin River Lathrop and Manteca, CA Project

Schedule

On April 30, 2024, the Governor signed into law SB 586 which modified the timeline requirement for ULOP for the Mossdale Tract. Current effective law extends the deadline to 2040. The following schedule of milestones provides the LFMA’s updated current plan to implement the levee improvements by 2040. The updated plan reflects a combined Local/State and USACE implementation plan where SJAFCA, with funding support from the State constructs a portion of the project, and the USACE constructs the balance. The Project Funding and Financing Approach outlines key milestones for implementation of the various funding mechanisms identified to support the revenue and financing requirements for the Project implementation.

Activity	Completion
<u>Phase 3: RD 17 LSRP</u>	<u>12/31/2023</u>
<u>Phase 4: SJAFCA Project</u>	
<u>State/Local Implementation</u>	
Environmental Documentation	6/30/2025
Right of Way Acquisition ⁷	12/31/2026
Engineering Design ⁸	12/31/2026
Construction	10/31/2029
Permitting & Compliance ⁹	12/31/2027
<u>USACE Implementation</u>	
Environmental Documentation	12/31/2028
Right of Way Acquisition ⁷	6/30/2030
Engineering Design	6/30/2032
Construction	10/31/2034
Permitting & Compliance ⁹	12/31/2034

Total Program Costs

Since the 2016 APR, updated cost estimates consolidating all components of the project into a single estimate have been prepared.

⁷ Completion is reflective of possession of the necessary rights to complete the improvements, not necessarily compensation.
⁸ It is expected that the project would be phased and the first package of engineering plans and specific would be completed in time to commence construction in 2026.
⁹ Reflects required permitting and ongoing mitigation and monitoring requirements.

Table 1 summarizes the total costs for the LSRP and SJAFCA Projects. The total design, permitting, and construction project costs of the LSRP in actual dollars to complete construction is estimated to be **\$80.96 million**. An updated cost estimate of SJAFCA’s Project has been prepared to reflect a single budget addressing ULDC deficiencies and SJAFCA’s Climate Adaptation policy through a combination of locally led and USACE led improvements. The cost estimate for the flood risk management components of the project was updated in early 2023 to reflect design updates to the project based upon the completion of UFRR Study and subsequent 35% preliminary design. More specifically, the cost estimate prepared in 2023 has been refined to reflect expected increased costs of mitigation as well as the requirements to incorporate multi-benefit eco-system restoration requirements needed to secure State cost sharing. The updated cost estimate, in 2023 dollars, is approximately **\$337.3 million**.¹⁰

¹⁰ Reference Appendix A - February 24, 2023, Technical Memorandum prepared by Kjeldsen Sinnock Neudeck, Inc. re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update.

**Table 1 - APR
 Mossdale Tract: 2024 Financing Plan
 Program Cost Summary**

Project Phase	Actual Costs to Complete	Updated Project Costs Including Climate Adaptation & Eco-System Restoration (2023\$)
LSRP Phase 1	\$2,795,761	
LSRP Phase 2 <i>(including Parks)</i>	\$13,068,589	
LSRP Phase 3	\$65,095,249	
SJAFCA ULOP Project		\$337,303,900
Total Cost	\$80,959,600	\$337,303,900

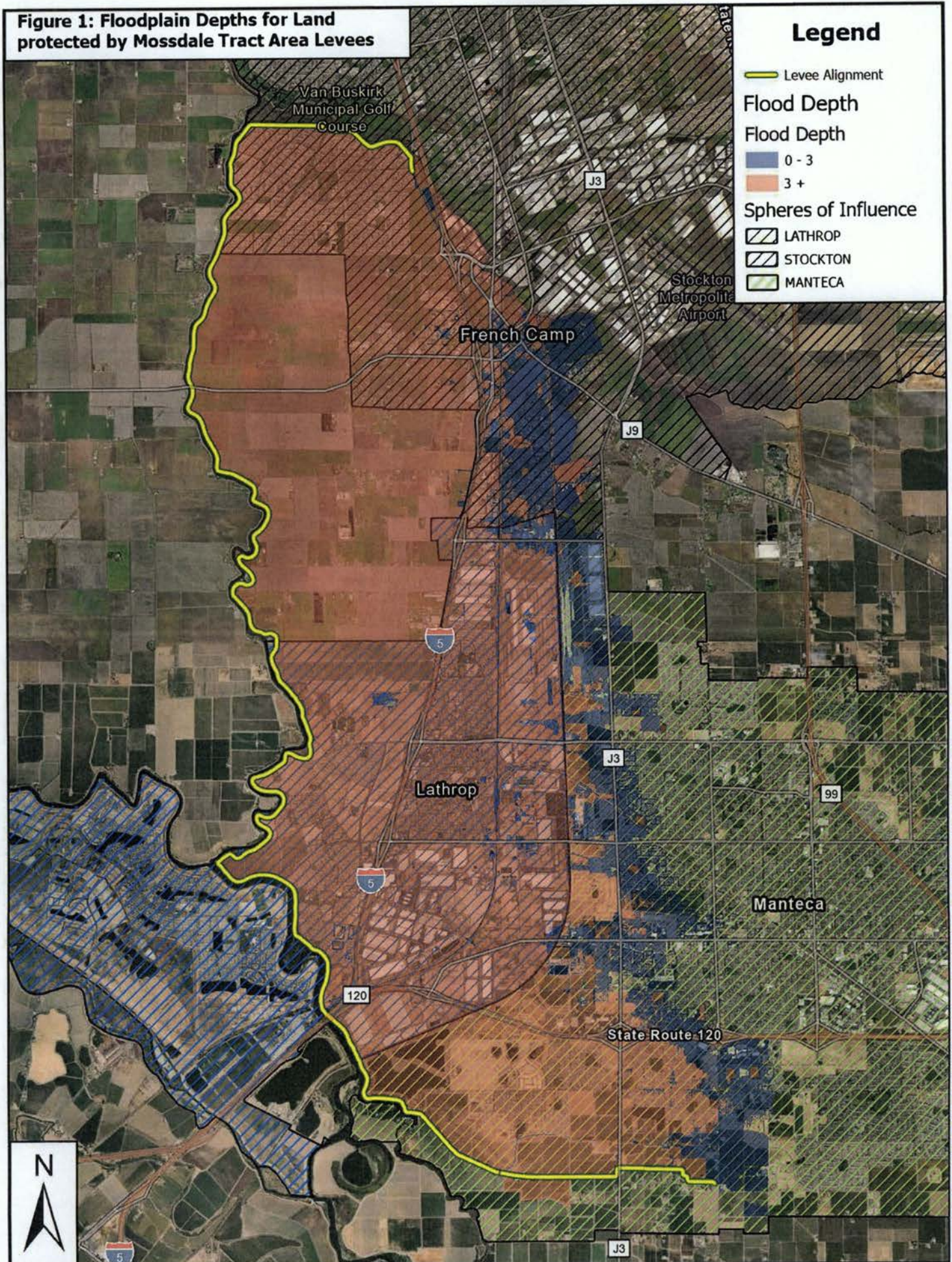
Source: Kjeldsen Sincock & Neudeck and Larsen Wurzel & Associates, inc.

Applicable Geographic Area Reliant on Adequate Progress Report

As noted in the 2016 APR and in the Annual Updates, the Adequate Progress Report applies to development afforded ULOP within the Mossdale Tract Area once the Project is complete. **Figure 1** shows the results of PBI's hydraulics analysis included as part of the Engineer's Report.¹¹ The overall area removed from the floodplain as a result of completion of the LSRP and SJAFCA Project is shown as the combined red and blue areas in **Figure 1**. More specifically, the area with greater than three-foot flood depths that would be subject to SB5 development restrictions without the completion of the LSRP and SJAFCA Project is shown in red.

¹¹ This figure has been updated to reflect updated hydraulics associated with climate change. Future versions of this annual report will reflect the increased area to the East as a result of climate change.

Figure 1: Floodplain Depths for Land protected by Mossdale Tract Area Levees



Project Funding and Financing Approach

In accordance with SB5, the 2016 APR provided documentation that revenues were identified to support implementation of the flood protection facilities. The following discussion restates and, where applicable, updates the revenue sources identified for the projects.

RD 17 began advancing the LSRP in 2008 with the formation of the RD 17 assessment and funding from the DWR's Early Implementation Projects (EIP) and Urban Flood Risk Reduction (UFRR) Programs. These revenues sources were utilized to complete the LSRP.

To fund SJAFCA's ULOP Project, the LFMA has identified the following local sources for the design, environmental review, permitting, and construction of ULOP improvements:

- SJAFCA 200-Year Development Impact Fee
 - A Regional SJAFCA 200-Year Development Impact Fee (Regional DIF) paid by property owners developing within the 200-year floodplain was adopted by SJAFCA in November 2018. Property already entitled and planned for development within the basin that benefits from the Project that has (or will in the future) advanced funds can apply that prior funding as credit towards the Project's fee obligation via a fee crediting arrangement. In March 2018, SJAFCA Adopted Resolution 19-15 formalizing a crediting program (**Appendix B**).
- A new Special Benefit Assessment District – the Mossdale Tract Overlay Assessment District
 - In July 2024, SJAFCA adopted a Resolution of Formation forming the Mossdale Tract Overlay Assessment District (OAD) (**Appendix C**). The OAD will commence levying assessment on properties (parcels) directly receiving flood damage reduction benefit from the construction and long-term O&M of the Project in Fiscal Year 2024/25.
- An Enhanced Infrastructure Financing District
 - An Enhanced Infrastructure Financing District (EIFD) captures a portion of the growth in general property taxes and dedicates the revenue toward the construction of the Project. In May 2019, SJAFCA commenced the formation effort and in July 2022 the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (PFA) approved the formation of the Mossdale Tract Enhanced Infrastructure Financing District. With EIFD's formation in July 2022, it started generating tax increment revenue in FY 2022/2023. In May 2023, SJAFCA and the PFA formalized the process for transferring funds generated by the EIFD to SJAFCA for the Project through the execution of a Memorandum of Understanding (**Appendix E**).

The above local funding sources, as well as future bond proceeds secured by annual OAD revenues, will be utilized by SJAFCA to match State Grant revenues and fund SJAFCA's share of the local sponsor obligations of a future USACE Project either through in-kind credit by constructing improvements ahead of the USACE and acquiring property, or by making direct cash payments to the USACE.

Governance Approach to Funding & Implementation

Prior to 2016, to facilitate the funding and implementation of the Project, the Cities of Lathrop and Manteca commissioned a governance evaluation. The 2016 APR outlined the governance structure that existed at the time in the Mossdale Tract Area for implementing the LSRP and outlined the entities that would be needed to support the implementation of the Phase 4 Project. The governance evaluation was completed in late 2017 and ultimately resulted in the reorganization of SJAFCA. SJAFCA is now the LFMA and Funding Entity, for the Mossdale Tract Area. SJAFCA now fulfills several distinct governance structures that were previously identified and evaluated to support the implementation, funding, and financing of the Project.

Project Funding and Financing Plan

In accordance with Government Code §65007(a), this portion of the 2023 Annual APR Update provides documentation that revenues have been identified to support implementation of the flood protection facilities and further, that sufficient revenues to fund each year of the project schedule have been identified. The 2016 APR presented a Funding and Financing Plan that has been refined and updated based on the actual progression of the Project's implementation and additional information obtained subsequent to that report. Further this section addresses the requirement to demonstrate that in any given year, and consistent with that schedule of identified revenues, at least 90 percent of the revenues scheduled to be received by that year have been appropriated and are currently being expended.

Remaining Project Costs

LSRP Project

This document has been updated since the preparation of the 2016 APR to reflect progress since May 2016 based on the completion of the RD 17's LRSR. **Table 2** has been updated to show that the LRSR is complete and there are no remaining costs.

Phase 4 Project Costs

Table 3 presents the Opinion of Probable Costs prepared by KSN for the Phase 4 Project as of February 2023 which are reflective of the Climate Adaptation update, the completed UFRR Study, and progress made on advancing the preliminary design of the project to a 35% design level. The cost estimates for the flood risk management components of the project were prepared by KSN and updated / augmented by LWA to incorporate the ecosystem and multi-benefit improvements and other required non-flood risk management components identified in the UFRR Study required to secure State cost sharing. The costs presented in Table 3 continue to be presented in 2023\$, however, the remaining cashflow and financing plan analyses presented within this report consider cost escalation.

Sources & Uses

An updated financing plan for the implementation of the required levee improvements has been prepared. **Table 4** presents a sources and uses statement based on the updated financing plan and a cash flow model reflective of the progress of the work over the past year and projected completion of the Project by 2040. Additionally, **Table 4** shows the identified revenues that provide the basis for the financing plan. The financing plan is governed by the following assumptions:

- The RD 17 Mossdale Tract Assessment and the associated bond issuances in combination with committed State funding from DWR's EIP / UFRR program have funded the seepage remediation work to full completion at the end of 2024. This financing plan reflects the change in the State cost sharing memorialized through a funding agreement amendment between DWR and RD 17. The State cost sharing split for the LRSR Project is 60%/40% State versus Local Funding.

- The following SJAFCA established funding mechanisms provide sufficient funding to match State Grant revenues to both implement the State/Local Urban Flood Risk Reduction Project then cost share in an authorized Lower San Joaquin Ricer Lathrop and Manteca, CA Project:
 - A Regional DIF program collecting revenues in 2018 and updated in 2022.¹²
 - The Mossdale Tract OAD established in July 2024 collecting annual revenues starting in FY 2024/2025.¹³
 - The Mossdale Tract EIFD, covering the properties directly benefiting from the project, with a base of FY 2021/2022, receiving allocated property tax revenues starting in FY 2022/2023.
 - A bond authorization and issuance secured by Mossdale Tract OAD revenues in FY 2026/27 with proceeds used to fund construction costs of the State / Local Urban Flood Risk Reduction Project.
- Congress authorizes the Lathrop and Manteca Project in 2028, SJAFCA, the Central Valley Flood Protection Board and the USACE enter into a Project Partnership Agreement whereby USACE constructs the remaining improvements needed after SJAFCA's Urban Flood Risk Reduction project.
- The Federal Share of costs of SJAFCA's Urban Flood Risk Reduction project implemented by SJAFCA are creditable toward SJAFCA and the State's share of the remaining Lathrop and Manteca Project improvements constructed by the USACE.

Detailed Cash Flow Analysis and Schedule of Expenses and Revenues

To support the Adequate Progress Findings, as described in the 2016 APR, the LFMA must document that 90% of the required revenue scheduled to be received have been appropriated and are being expended. **Table 5** presents an updated detailed cash flow analysis showing how planned expenditures are funded over time. This schedule is intended to be used by the LFMA to report annually to the CVFPB on the progress of the flood protection system. **Table 5** is supported by a series of tables (reflected in accompanying appendices) that provide details regarding the expenditure and revenues schedule for the LSRP and SJAFCA's Phase 4 Project.

Government Code §65007(a) (2) (A) Compliance

It is important to note that because ULOP for the Mossdale Tract Area is being implemented in multiple stages, by multiple agencies, the financing plan identified for ULOP takes into consideration multiple funding sources. This approach was outlined in the 2016 APR and continues here. The following discussion breaks the funding sources apart by project and discusses compliance with Government Code §65007(a).

As noted above, **Table 5** presents the updated schedule of revenue and expense projections to demonstrate progress of the project as it relates to the requirements of Government Code §65007(a)(2)(A). Consistent with Government Code §65007(a)(2)(A), all of the revenues for the LSRP have been identified, secured and expended to complete the project. The revenues include 1) State Funding from the EIP/UFRR Program and 2)

¹² Revenue projections for the Development Program have been updated based on the latest information provided by the land use agencies for projected development as of December 2024.

¹³ The Mossdale Tract OAD enrolled the first year of Assessment on the FY 2024/25 San Joaquin County secured property tax rolls.

RD 17 Mossdale Tract Assessment Revenues and Bond Proceeds. Further, consistent with the revised schedule, 90% of the revenues that are scheduled to be received by this year have either been appropriated by a granting agency (in this case the State) or have been set aside by RD 17 (reference **Table 6**). State funding for the RD 17 Project was included within prior State Budget Appropriations and the entirety of RD 17's grant agreement has been appropriated. As it relates to the local share of the funding, while RD 17 is not required to adopt an appropriated budget by law,¹⁴ they have set aside the funds for the Project and entered into contracts and/or are required by law based on the source of the revenues to expend those funds for the specific purpose of implementing the LSRP (this is consistent with the intent of a budgetary appropriation). More specifically, those contracts include the EIP Funding Agreement that RD 17 has entered into with DWR as well as the Indenture of Trust Agreements between the District and its Bond Trustee. Finally, as a matter of law, RD 17's Assessment Revenues must be utilized consistent with its Assessment Engineer's Report and annual resolution approving the levy of the assessment.

Finally, the last requirement of Government Code §65007(a)(2)(A) is that the revenues scheduled to be received by that year are currently being expended. As noted previously, RD 17 has expended the final amount of remaining costs, approximately \$890,000, since 2023 to complete the project.

For the SJAFCA ULOP Project, funding for SJAFCA's share of expenses is to come from a combination of State Funding and Local Funding. 100% of the State funding sources for the Urban Flood Risk Reduction Project have been identified and all funding that has been scheduled to be received has been appropriated by the State. Further, 100% of the revenues scheduled to be received have been expended. The remaining local funding for the program has been identified and there are no requirements of appropriations from local sources. **Table 6** shows the cumulative scheduled revenues through 2024, provides an explanation of the authority for the revenues and the associated compliance check with Government Code §65007(a)(2)(A).

Table 7 provides the assumed expenditure schedule for the Phase 4 Project. It is expected that these tables will continue to be refined over time as the planning and development of the Projects progresses.

¹⁴ Reference Reclamation District No. 17 Financial Statements and Independent Auditor's Report, June 30, 2017, Note A – Summary of Significant Accounting Policies (Page 13) – “Budgetary accounting: The District does not adopt an appropriated budget and is not required to adopt such a budget by law. However, the District does adopt a non-appropriated budget annually, which is approved by the Board of Trustees.”

Table 2
Mossdale Tract: 2024 Financing Plan
RD 17 LSRP Remaining Capital Cost Estimate & Cost Share

Item	Remaining Costs [1]	Local 40%	State 60%
LSRP - Project Remaining Costs			
Phase 1 ROW Remaining Costs	0	0	0
Phase 2 Remaining Costs	0	0	0
Phase 3 Remaining Costs	0	0	0
Total Remaining Cost	\$0	\$0	\$0
Remaining Costs as of 2023 APR (August 2024)	\$895,452		
Reduction in Remaining Costs	\$895,452		
% of August 2024 Remaining Project Completed	100%		

Source: Kjeldsen Sinnock & Neudeck (Updated by LWA)

[1] Estimated remaining Costs as of December 2024.

[2] Amounts are approximate and net of retention withheld by the State on prior incurred Cost by RD 17.

Table 3
Mossdale Tract: 2024 Financing Plan
ULDC Project Engineer’s Opinion of Probable Cost

Item	Base Project Total Costs (2023\$)
Soft Costs	
Admin / Planning	9,803,000
Environmental / Permitting	6,126,600
Surveying / Engineering	14,703,600
Construction Management	14,703,100
Mitigation	18,382,000
Subtotal: Soft Costs	63,718,300
Construction	122,520,400
Right-of-Way Acquisition	76,213,000
Contingency	38,435,300
Subtotal ULOP Project Costs	300,887,000
Multibenefit Improvements	36,416,900
Total Cost	\$337,303,900

Source: Kjeldsen Sinnock & Neudeck February 24, 2023 Technical Memorandum re: San Joaquin Area Flood Control Agency Mossdale Tract Area Urban Flood Risk Reduction Project: 2023 Cost Estimate Update and Larsen Wurzel & Associates, Inc.

Table 4
Mossdale Tract: 2024 Financing Plan
ULOP Adequate Progress Sources & Uses Statement (through 2035)

Item	Total 2010 to 2035	Notes
Project Uses		
<u>LSRP Expenditures</u>		
LSRP - Phase I	\$ 2,665,761	
LSRP - Phase II (including Parks)	\$ 10,405,033	
LSRP - Phase III [2]	\$ 67,888,905	
Subtotal: LSRP Expenditures	\$ 80,959,700	
<u>ULOP Program Planning & Implementation</u>		
Pre-Project Expenditures (PBI/LWA/ETC)	\$ 3,229,308	
Funding Program Implementation Costs	\$ 5,165,158	
Feasibility Study & Planning Efforts	\$ 3,222,928	
Subtotal: ULOP Program Planning & Implementation	\$ 11,617,394	
<u>SJAFCA Total Project Expenditures</u>		
Soft Costs	\$ 90,592,914	
Construction Costs	\$ 184,009,013	
Right-of-Way	\$ 120,862,516	
Contingency	\$ 56,627,076	
Multi-Benefit Improvements	\$ 45,055,415	
Subtotal: SJAFCA Total Project Expenditures	\$ 497,146,936	
(less) USACE Implemented Improvements	(\$ 264,166,251)	[1]
Total Project Uses	\$ 325,557,779	
Project Sources		
State Funding for LSRP (EIP Program)	\$ 39,585,578	[2]
State UFRR Funding (Preliminary Design Only)	\$ 3,833,330	[3]
State Funding (BCP - 0000743)	\$ 75,000,000	
State Funding (Future Share of NFS)	\$ 25,327,047	
<i>Subtotal Non-Local Funding</i>	<i>\$ 143,745,956</i>	
<i>Local Funding Sources</i>		
<u>LSRP Funding</u>		
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 23,449,180	[4]
LSRP - RD 17 Mossdale Tract (Bond Revenues)	\$ 35,603,685	[5]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 17,678,744)	[6]
<u>SJAFCA Project Funding</u>		
Developer Advances / City Funding	\$ 3,559,691	[7]
SJAFCA Overlay Assessment - ULDC	\$ 25,978,182	[8]
Development Fee Program	\$ 84,743,481	[9]
EIFD Revenues net of Refunding	\$ 19,149,084	[10]
Future Mossdale Tract OAD Financing (Bond Proceeds)	\$ 27,174,000	[11]
Future Mossdale Tract OAD Financing (Debt Service Carry)	(\$ 17,658,960)	[12]
<i>Subtotal Local Funding</i>	<i>\$ 184,319,595</i>	
Total Project Sources	\$ 328,065,555	
Total Project Sources less Uses	\$ 2,507,776	

Source: LWA

- [1] Portion of estimated project costs expected to be constructed by the USACE.
- [2] Assumed State Share of Funding for RD 17 LSRP
- [3] Balance of UFRR Study Funding Agreement for Pre Design and Environmental Review.
- [4] Assumed share of RD 17 Assessment Revenues that are used to fund Project Costs and Debt Service for the LSRP during the time frame of the Analysis
- [5] Bond Proceeds assumed to be available to fund Project Costs as calculated per the Cash Flow Analysis (Table 5)
- [6] Debt service for RD 17 PFA Financing during period of analysis.
- [7] Funding advanced by Cities and Developers from 2010 to 2016 for ULDC Analysis & Implementation of the Funding Program.
- [8] New overlay assessment revenues during period of implementation.
- [9] Development Impact fee revenues collected during period of implementation.
- [10] EIFD revenues collected during period of implementation net of any fee revenues allocated back to Participating Entities during the project's implementation.
- [11] Assumed financing secured by OAD Revenues.
- [12] Debt service for OAD Financing during period of analysis.

Table 5
 Mossdale Tract: 2024 Financing Plan
 ULOP Levee Program Cash Flow and Financing Analysis

Year Months	Reference (ULO P APR)	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
LSRP Beginning Balance				2,608,735	2,077,680	3,976,749	3,622,343	2,568,210	7,960,337	-	-	612,187
LSRP Expenditures												
LSRP - Phase I	Actual Cost	2,630,649	4,736	3,256	1,147	999	15,610	3,948	-	-	-	-
LSRP - Phase II (including Parks)	Actual Cost	3,756,668	4,105,206	1,435,354	202,792	23,748	33,658	123,106	16,423	68,108	-	27,959
LSRP - Phase III [2]	Table D4 & Table D1	625,090	1,628,635	1,131,541	662,440	924,784	1,768,943	1,292,907	7,701,385	1,062,214	1,814,977	5,435,604
Total LSRP Expenditures		80,959,700	7,012,406	2,101,050	854,866	949,531	1,818,211	1,419,961	7,717,808	1,130,322	1,814,977	5,463,563
State Sources												
State EIP Funding (State Share)	Table D3	1,991,867	2,355,408	420,838	1,041,086	-	-	-	-	-	354,808	9,470,247
State EIP Funding (Local Credit)	Table D3	1,077,608	473,025	31,194	576,149	-	-	-	-	-	1,637,387	412,081
Local Sources												
RD 17 Assessment Net Revenues - LSRP	Table D5	1,925,564	2,478,092	2,379,632	2,399,375	1,852,919	1,956,198	574,322	18,734	758,286	1,859,830	1,826,664
Total LSRP Revenues		63,034,758	4,995,039	5,306,525	2,831,664	1,852,919	1,956,198	574,322	18,734	758,286	3,852,025	11,708,992
Preliminary Ending Balance LSRP Expenditures												
		(7,012,406)	(743,538)	3,675,111	3,339,349	4,880,137	3,760,330	1,722,570	261,263	(372,036)	2,037,048	6,857,616
RD 17 Bond Financing - 2009												
Assumed Draws on Proceeds / Cash on Hand Debt Service	Calculated Table D5	2,402,937	193,077	-	-	-	-	-	1,163,292	1,793,535	-	1,426,267
		(1,659,399)	(1,259,453)	(1,261,669)	(1,262,675)	(1,257,794)	(1,192,120)	(1,238,474)	-	-	-	-
RD 17 Bond Refunding - 2016												
Net New Proceeds	Assumed [3]	7,476,240	-	-	-	-	-	7,476,240	-	-	-	-
Combined Debt Service post refunding	From OS	(8,547,160)	-	-	-	-	-	-	(1,424,554)	(1,421,499)	(1,424,861)	(1,426,267)
Ending Balance LSRP Expenditures		-	-	2,608,735	2,077,680	3,976,749	3,622,343	2,568,210	7,960,337	-	612,187	6,857,616

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
6,857,616	8,051,623	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
32,420	56,735	17,026	11,375	-	-	-	-	-	-	-	-	-	-	-	-
1,039,513	31,009,409	9,001,655	2,138,881	-	-	-	-	-	-	-	-	-	-	-	-
1,071,933	31,066,143	9,018,681	2,150,256	-	-	-	-	-	-	-	-	-	-	-	-
482,370	14,538,312	4,058,406	664,792	-	-	-	-	-	-	-	-	-	-	-	-
1,783,571	1,806,496	1,829,497	-	-	-	-	-	-	-	-	-	-	-	-	-
2,265,940	16,344,808	5,887,904	664,792	-	-	-	-	-	-	-	-	-	-	-	-
8,051,623	(6,669,711)	(3,130,777)	(1,485,464)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)
1,424,367	8,095,322	3,130,777	1,485,464	-	-	-	-	-	-	-	-	-	-	-	-
(1,424,367)	(1,425,611)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
8,051,623	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)	(0)

Table 5
 Mossdale Tract: 2024 Financing Plan
 ULOP Levee Program Cash Flow and Financing Analysis

Year Months	Reference	Total	Credit [1]	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
(ULO P AP) [ULCP AP]																					
SIACFA Project Beginning Balance																					
SIACFA Total Project Expenditures																					
Pre-Project Expenditures (P) (LVA/ETC)	Table B7	3,229,308	-	-	-	-	-	719,212	719,212	789,704	1,001,181	-	-	-	-	-	-	-	-	-	-
Funding Program Implementation Costs		5,165,158	-	-	-	-	-	-	-	-	17,032	85,912	511,702	753,140	1,184,256	1,339,518	1,195,583	78,015	-	-	-
Soft Costs	Table 7	3,222,928	-	-	-	-	-	-	-	-	-	-	-	81,085	263,539	756,826	1,254,978	577,657	288,834	-	-
Construction Costs	Table 7	90,592,914	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,836,866	9,064,197	7,149,321
Right-of-Way	Table 7	186,009,013	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4,254,980	19,360,161	-
Contingency	Table 7	120,862,516	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,451,213	-	-
Multi-Benefit Improvements	Table 7	56,627,076	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,371,568	-	-
		45,055,415	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5,339,240	-	-
(less) USACE Implemented Improvements	Assumed	(264,166,251)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	6,323,567	15,492,339
Total SIACFA Total Project Expenditures		244,598,079	-	-	-	-	-	719,212	719,212	789,704	1,018,213	85,912	511,702	834,225	1,447,795	2,096,344	2,450,561	1,739,282	9,497,267	31,433,197	47,608,422
SIACFA Project Revenues																					
State Sources		3,833,330	-	-	-	-	-	-	-	-	-	-	-	958,333	2,874,998	-	-	-	-	-	-
State UFRF Funding (PED Only)	UFRF Grant	75,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Funding (RCP - 0000743)		25,327,047	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
State Sources		103,160,377	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Local Sources		25,978,182	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SIACFA Overlay Assessment - Mossdale OAD	Overlay Model	3,559,691	-	-	-	-	-	719,212	719,212	789,704	1,018,213	208,901	104,450	-	-	-	-	-	-	-	-
Lathrop/Manteca/Developer Advance Funding	[4]	84,743,481	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Development Fee Program	Table B-2 [5]	45,377,677	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EI/ETI Revenues	Table 1	(26,228,593)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
EI/ETI Refunding	Assumed	237,590,815	-	-	-	-	-	719,212	719,212	789,704	1,137,392	1,095,886	1,993,018	2,326,724	7,704,604	2,412,968	7,487,842	5,330,906	15,959,411	31,906,126	38,689,475
Total SIACFA Project Revenues		237,590,815	-	-	-	-	-	719,212	719,212	789,704	1,137,392	1,095,886	1,993,018	2,326,724	7,704,604	2,412,968	7,487,842	5,330,906	15,959,411	31,906,126	38,689,475
Preliminary Ending Balance SIACFA Project		26,166,251	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LEVEE PROGRAM - STARTING BALANCE		26,166,251	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Cash Flow LSRP	[6]	2,608,735	-	-	-	-	-	3,976,749	3,622,343	2,568,210	7,960,337	119,179	1,069,154	3,162,656	10,900,584	18,351,401	10,616,402	15,653,682	19,245,306	25,707,449	26,182,379
Net Cash Flow SIACFA Project	[6]	(531,055)	-	-	-	-	-	(354,406)	(1,054,133)	5,392,127	(7,960,337)	-	612,187	6,245,429	1,194,008	(8,051,633)	-	-	-	-	-
Mossdale OAD Financing		27,174,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Proceeds		(17,658,960)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Debt Service Costs		9,515,040	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LEVEE PROGRAM - ENDING BALANCE		26,166,251	-	-	-	-	-	3,622,343	2,568,210	7,960,337	119,179	1,069,154	3,162,656	10,900,584	18,351,401	10,616,402	15,653,682	19,245,306	25,707,449	26,182,379	42,473,432
[1] Credit amounts shown for LSRP on Table D2																					
[2] All Remaining Costs are shown as Phase 3 Costs for ease of modeling																					
[3] Amount based on RD 17 refunding bond issuance																					
[4] Amount provided by Lathrop Council Actions. Amounts already committed by the Cities of Lathrop & Manteca from General, Enterprise and Developer committed funding. Reference Table B7.																					
[5] Actual and future assumed Development Impact Fee revenues based on projected absorption assumptions. To the extent that development absorption does not generate the needed development fee revenues, it is assumed the development interests advance fund development impact fees at a sufficient pace to cash flow the near term revenue shortfalls in order to cover projected expenditures in a similar fashion as has been done in the past.																					
[6] The net cash flows of the LSRP RD 17 Project and SIACFA's ULOP project are assumed to be required to independently cash flow the respective projects.																					

2028	2029	2030	2031	2032	2033	2034	2035
17,263,432	153,341	5,146,659	14,261,083	22,330,896	45,702,167	53,051,875	8,124,943
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
469,156	9,113,420	10,344,960	10,862,208	19,294,665	19,760,520	1,697,602	-
15,637,053	-	-	66,524,274	69,850,487	8,382,058	8,382,058	-
-	5,808,511	6,098,936	-	-	95,048,689	-	-
3,433,799	-	-	-	20,272,760	20,660,328	1,314,748	-
23,239,109	-	-	-	-	-	-	-
-	(9,336,326)	(9,803,143)	(95,747,758)	(99,519,860)	(49,759,143)	-	-
42,779,116	9,113,420	6,817,144	7,158,001	10,345,941	10,751,455	56,685,955	-
12,200,532	-	-	-	16,468,190	-	-	-
-	-	4,772,001	5,010,601	7,240,758	7,526,019	777,668	-
2,362,176	2,409,419	2,457,608	2,506,760	2,556,895	2,608,033	2,660,194	2,713,397
5,665,971	5,388,841	5,728,968	4,340,763	3,726,808	4,970,688	5,011,676	4,753,312
5,440,346	6,308,478	2,977,991	3,369,591	3,722,560	2,996,423	3,307,484	3,629,677
25,669,025	14,106,737	15,931,568	15,227,814	33,715,212	18,101,163	11,757,022	(15,132,207)
153,341	5,146,659	14,261,083	22,330,896	45,702,167	53,051,875	8,124,943	(7,007,264)
42,473,432	23,399,341	26,430,149	33,584,623	39,693,846	61,105,167	66,492,575	19,602,493
(17,110,091)	4,993,318	9,114,424	8,069,813	23,371,272	7,349,708	(44,926,933)	(15,132,207)
(1,964,000)	(1,962,510)	(1,959,950)	(1,960,590)	(1,959,950)	(1,962,300)	(1,963,150)	(1,962,510)
23,399,341	26,430,149	31,584,623	39,693,846	61,105,167	66,492,575	19,602,493	2,507,776

Table 6
 Mossdale Tract: 2024 Financing Plan
 Government Code 65007 (a) Analysis

Item	Total Revenues Scheduled to be Appropriated by December 2024 for each Identified Revenue <i>Per 2024 APR</i>	Appropriation Applicable <i>(Y, N or N/A)</i>	Note <i>if Y - Details</i>	65007 (a) Check % Appropriated if Required
Project Revenues - LSRP				
State Funding for LSRP (EIP Program)	\$ 39,585,578	N/A	Part of Prop1E Allocation 5096.821 Project 3860-P1E-203.	N/A [1]
<i>Local Funding Source:</i>				
LSRP - RD 17 Mossdale Tract Assessments (Net Revenues)	\$ 23,449,180	N/A	Annual RD 17 Budget	N/A [2]
LSRP - RD 17 Mossdale Tract (Bond Revenues/Cash Balance)	\$ 28,127,445	N/A	Annual RD 17 Budget	N/A [3]
LSRP - RD 17 Mossdale Tract (Debt Service)	(\$ 8,547,160)	N/A	Annual RD 17 Budget	N/A
Project Revenues - SJAFCA Project				
State UFRR Funding (PED Only)	\$ 3,833,330	Y	Part of Prop 1E Allocation 5096.821, Agreement No. 4600011771	100% [4]
State UFRR Funding (Implementation)	\$ 0	Y	FY 2023/24 State Budget - General Fund (Approved Budget Change Proposal 3860-031-COBCEP-02023-GB - Capital Outlay ID:0000743)	100%
State Funding (Future Share of NFS)	\$ 0	N	Future Source	N/A
SJAFCA Overlay Assessment	\$ 0	N/A	SJAFCA Resolution 24-22, SJAFCA Annual Budget	N/A [5]
Lathrop/Manteca/Developer Advance Funding	\$ 3,559,691	N/A	Agreement / City Council Actions	N/A [6]
Development Fee Program	\$ 21,466,734	N/A	City Council Actions (Fee Programs) / SJAFCA Collection Agreement	N/A [7]
EIFD Revenues	\$ 2,797,712	N/A	EIFD PFA / SJAFCA - PFA MOU, SJAFCA Annual Budget	N/A
Member Agency Advance Funding	\$ 0	N/A	Future Source, not projected to be needed.	N/A
Future Mossdale Tract OAD Financing (Bond Proceeds)	\$ 0	N/A	Future Source	N/A
Future Mossdale Tract OAD Financing (Debt Service Carry)	\$ 0	N/A	Related to Future Source	N/A

Source: LWA, Reclamation District No. 17, EMMA, the City of Lathrop.

[1] Based on information provided from RD 17. See Table D5 for RD 17 Annual Budgets / Financial Statement Information

[2] Reference Table D5 for supporting information on RD 17's budgets.

[3] Based on RD 17 Financing Authority's December 2016 Bond Issuance Official Statement and information from RD 17, represents use of Bond Proceeds and/or cash available to fund Capital Outlays.

[4] Based on the approved Agreement Amendment and updated budget per Amendment No. 1

[5] Mossdale Overlay Assessment District commenced levying assessment in FY 2024/25. The first apportionment of assessment revenues is not received until January 2025.

[6] Based on actual collected data and funds received by SJAFCA.

[7] As reported by SJAFCA based on actual collections and budgeted / projected revenues.

23

Table 7
Mossdale Tract: 2021 Adequate Progress Report
Future Expenditure Schedule for SJAFCA's ULOP Project

Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	Total
Soft Costs												
Admin / Planning	\$0	\$0	\$1,361,784	\$1,429,873	\$0	\$3,152,870	\$3,448,451	\$3,620,874	\$304,153	\$0	\$0	13,318,005
Environmental / Permitting	\$0	\$405,275	\$1,063,846	\$893,630	\$469,156	\$1,231,534	\$1,724,148	\$1,810,356	\$570,262	\$0	\$0	8,168,207
Surveying / Engineering	\$0	\$1,945,286	\$2,042,551	\$0	\$0	\$4,729,015	\$5,172,360	\$5,430,978	\$456,202	\$0	\$0	19,776,393
Construction Management	\$0	\$486,305	\$2,042,481	\$2,144,605	\$0	\$0	\$0	\$0	\$7,983,267	\$8,382,430	\$754,419	21,793,507
Mitigation	\$0	\$0	\$2,553,536	\$2,681,212	\$0	\$0	\$0	\$0	\$9,980,780	\$11,378,090	\$943,184	27,536,802
Subtotal Soft Costs	-	2,836,866	9,064,197	7,149,321	469,156	9,113,420	10,344,960	10,862,208	19,294,665	19,760,520	1,697,602	90,592,914
Construction	\$0	\$0	\$4,254,980	\$19,360,161	\$15,637,053	\$0	\$0	\$0	\$66,524,274	\$69,850,487	\$8,382,058	184,009,013
Real Estate (Wise Use)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,048,689	95,048,689
Real Estate (New)	\$1,083,600	\$6,371,568	\$6,451,213	\$0	\$0	\$0	\$5,808,511	\$6,098,936	\$0	\$0	\$0	25,813,827
Contingency	\$0	\$0	\$5,339,240	\$5,606,202	\$3,433,799	\$0	\$0	\$0	\$20,272,760	\$20,660,328	\$1,314,748	56,627,076
Multi-Benefit Improvements	\$0	\$0	\$6,323,567	\$15,492,739	\$23,239,109	\$0	\$0	\$0	\$0	\$0	\$0	45,055,415
Total Expenses	1,083,600	9,208,434	31,433,197	47,608,422	42,779,116	9,113,420	16,153,471	16,961,144	106,091,699	110,271,335	106,443,098	497,146,936

Source: KSN / PBI / LWA

Evaluation of Identified Revenues

This section identifies, describes, and presents the updated evaluation of the funding sources for the remaining levee improvement work previously identified in the 2016 APR. The combined use of these sources is dependent on several factors including implementation timing. A discussion of the implementation timing of the planned funding mechanisms follows this section.

RD 17 LSRP Project – RD 17 Assessment Revenues/State EIP Funding

Table 5 provides the historical expenditure schedule for the LSRP (actuals) as well as the actual revenues for implementation using funds from the RD 17 Mossdale Tract Assessment and DWR’s EIP program.

Development Fees & Advance Funding

Currently, SJAFCA, through an amended collection agreement with the Cities of Lathrop, Manteca, Stockton, and San Joaquin County is collecting fees as a condition of development within the Project’s benefit area. On July 12, 2022, SJAFCA adopted Resolution R-22-135 approving an Update to the Mossdale Tract Area Regional Urban Level of Flood Protection Nexus Study (Nexus Study Update) and a related collection agreement amendment (reference **Appendix B**). Subsequently, the Cities of Lathrop, Manteca, Stockton, and San Joaquin County adopted the Nexus Study Update and authorized the collection of the new fee between September and November 2022. As such, the portions of the Mossdale Tract Area that include planned development projects that lie within the 200-year Floodplain (the Phase 4 Project benefit area) will need to mitigate the impact of development in the floodplain and pay the Regional DIF. This funding will ensure that improvements can be made to flood control infrastructure to mitigate increases in expected annual damages.

To ensure that sufficient revenues are made available from this mechanism to meet the near-term cash flow demands of the project, the Land Use Agencies entered into agreements with landowners to advance some of the fee obligation and utilize this advanced funding as credit toward payment of the fee. An analysis showing an allocation of the costs to planned development is documented in the “Mossdale Tract Area: Regional Urban Level of Flood Protection Levee Impact Fee Final Nexus Study Update” dated November 16, 2022. The current financing plan reflected within this APR reflects the updated fee rate effective as of December 2022. **Appendix B** shows the actual revenues received through December 2024 and updated projections of the revenues to come from the Regional Fee Program overtime. In addition, the analysis considers the escalation of the fee rates over time based on the approved indexed escalation rate incorporated into the approved updated Fee.

To continue to advance the Phase 4 Project the Land Use Agencies have utilized Agency and developer advance funding and fee revenue collections. This funding has been utilized to support ongoing efforts including the formation of the EIFD and the planning and implementation of an Overlay Assessment expected in 2024. Early funding is expected to be reimbursed to the Agencies (in the future) or, in the case of developer advanced funding, creditable toward the DIF Program as described above.

Mossdale Tract Overlay Assessment District

Given the fact that a significant portion of the beneficiaries of the SJAFCA ULOP Project are already developed properties within the Mossdale Tract Area, the 2016 APR described a plan to move forward with the formation of a new special benefit assessment district that would overlay the existing RD 17 Mossdale Tract Assessment (the previously described OAD). In July 2024, after a successful Proposition 218 property owner ballot proceeding, SJAFCA formed the Mossdale Tract Overlay Assessment District with the adoption of a SJAFCA Resolution No. 24-22 (**Appendix C**). The new OAD will levy approximately \$2.24 million across all parcels within the Assessment District with an average residential per parcel assessment of approximately \$70. The revenues reflected in **Table 5** reflect the approved assessment and a conservative increase of 2% per year in annual revenues to support the project.

Enhanced Infrastructure Financing District

In July 2022 SJAFCA's Member Land Use Agencies formed the Mossdale Tract Enhanced Infrastructure Financing District. The EIFD allows for the use of Tax Increment Financing for the regional flood control improvements. The entities initiated the process by forming a new Public Financing Authority that includes members of the legislative bodies of the public agencies as well as two public members. The Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority (EUIFD PFA) prepared an Infrastructure Financing Plan (IFP) that describes the funding for the construction of regional flood control improvements that provide benefit to the Mossdale Tract Area. The IFP identifies the participating taxing entities within the EIFD and the share of Property Tax Increment each participating entity in the EIFD would allocate to the Project over time.

EIFD / Special Benefit District Financing

Appendix E provides reference to the location of IFP on SJAFCA's website. This document includes an analysis of the projected revenues to come from the proposed EIFD. The revenues projected within the IFP, which are reflected within the financing plan presented in this APR, have been updated to reflect actual revenues for the first 3 years of the EIFD. Tax Increment revenues will flow to the Mossdale Tract Enhanced Infrastructure Financing District Public Financing Authority which is the governance entity established pursuant to EIFD Law tasked with implementing the improvements identified within the IFP. The PFA and SJAFCA have entered into an MOU to document the terms for the transfer of Tax Increment funds from the PFA to SJAFCA.

To ensure sufficient revenues are available to finance the improvements, SJAFCA plans to issue debt secured by Overlay Assessment District revenues and utilize Tax Increment Revenues on a pay as you go basis to meet the local cost share obligation of the project. An updated analysis of the financing capacity of the proposed OAD has been prepared and is included within **Appendix D**. **Figure 2** below illustrates the revenues, proposed bond issuance, and debt service associated with the planned financing.

The updated Financing Plan assumes the following borrowing take place:

- One borrowing in 2027 yielding approximately \$27.17 million in proceeds (estimated \$30.16 Million Par) takes place. The borrowings would be secured by the proposed assessment district with 3 years of collection history and rate covenant of 1.2x Maximum Annual Debt Service. The current

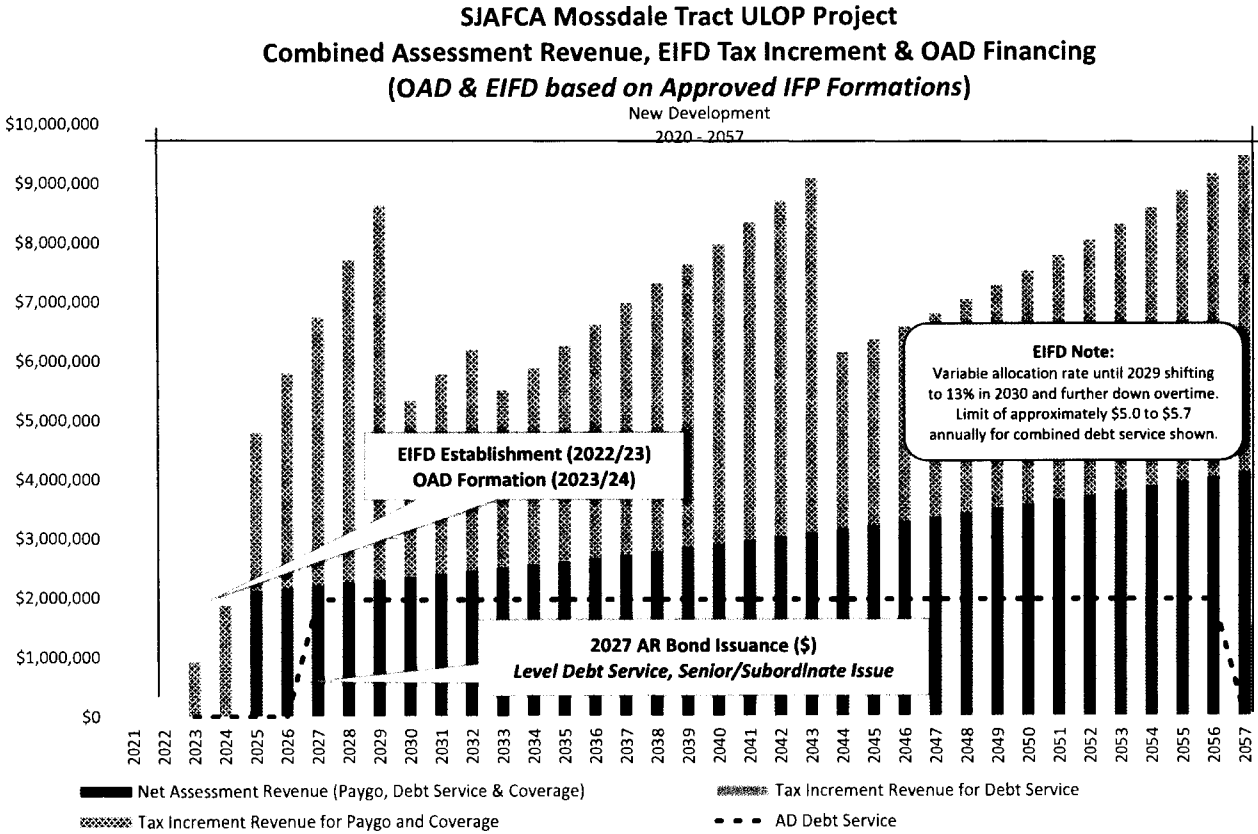
financing plan assumes a 30-year issue with 3.6% interest rates and level debt service. The issue is with an estimated 100% of Maximum Annual Debt Service reserve fund.

The Financing Plan presented with this 2024 Annual APR Update has refined the Overlay and EIFD Revenue Analyses previously presented. As shown in the IFP referenced in **Appendix D**, the EIFD revenue analysis has been prepared to present the following property tax revenue allocation rate scenarios as follows:

Affected Taxing Entity	EIFD Contribution Rate			
	Initial Years (2021-2029)	2030 - 2032	2033 - 2043	2044 -2061
Maximum Tax Rate Scenario				
City of Lathrop	10.0%	20.0%	20.0%	20.0%
City of Manteca	5.0%	20.0%	20.0%	20.0%
City of Stockton	1.0%	20.0%	20.0%	20.0%
San Joaquin County	47.3%	20.0%	20.0%	20.0%
Variable Tax Rate Scenario				
City of Lathrop	10.0%	13.0%	9.5%	4.5%
City of Manteca	5.0%	13.0%	9.5%	4.5%
City of Stockton	1.0%	13.0%	9.5%	4.5%
San Joaquin County	47.3%	13.0%	9.5%	4.5%

The Variable Tax Rate Scenario has been modeled and created additional capacity to provide the necessary revenues to cover project needs on a pay-as-you-go basis over time. Need is shown in **Table D-1** and demonstrated in the chart presented in **Figure 2**.

Figure 2: Assessment Revenue & EIFD Tax Increment Financing Approach



The OAD provides revenues sufficient for the required debt service and, in addition, the revenues needed to provide coverage for the bonds would be available and are authorized to provide ongoing operations and maintenance for the improved levee system.

Status and Schedule for Local Funding & Financing Implementation

The following matrix outlines a conceptual schedule and details the status for the implementation of the contemplated funding mechanisms and associated financing of the improvements.

Activity	Start	End	Duration [1]	Status
<i>Implement Funding Mechanisms</i>				
Regional Development Impact Fee Adoption	January 2018	December 2018	N/A	Completed
Regional Development Impact Fee Update	June 2021	November 2022	N/A	Completed
Overlay Assessment District Formation and Levy of Assessments	June 2018	July 2024	N/A	Completed Levy commenced December 2024
EIFD Adoption and EIFD Formation	September 2018	August 2022	N/A	Completed Administration Ongoing
<i>Implement Financing Entity / Mechanism</i>				
Issue Debt		2027	N/A	

The above information will continue to be updated annually as progress is made. The information above coincides with the cash flow model assumptions presented within **Table 5** and the supporting analysis appendices.

APPENDIX A:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 19-06:
RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN STANDARDS FOR THE
MOSSDALE TRACT AREA OF SJAFCA IN LIGHT OF CLIMATE CHANGE**

**FEBRUARY 24, 2023, TECHNICAL MEMORANDUM PREPARED BY KJELDEN
SINNOCK NEUDECK, INC. RE: SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA URBAN FLOOD RISK REDUCTION PROJECT: 2023 COST
ESTIMATE UPDATE**

Reso 19-06 SJAFCA Resolution Adopting Policy re: Climate Change A1

Tech Memo Technical Memo Detailing Updated Cost Estimate A7



RESOLUTION NO. SJAFCA 19-06

**SAN JOAQUIN AREA
FLOOD CONTROL AGENCY**



**RESOLUTION TO ADOPT POLICY ON ADAPTING DESIGN
STANDARDS FOR THE MOSSDALE TRACT AREA OF SJAFCA IN
LIGHT OF CLIMATE CHANGE**

WHEREAS, the overwhelming consensus of the international scientific community, as established by the Intergovernmental Panel on Climate Change and confirmed by the National Academy of Sciences, is that climate change is a real and increasingly urgent threat that demands action at every level of government; and

WHEREAS, the Sacramento-San Joaquin Delta (hereinafter Delta) is a unique natural and geographic feature of the State of California, and is the largest estuary on the Pacific Coast of the United States encompassing an area of over 730,000 acres with islands and tracts of rich fertile soil surrounded by miles of sloughs and winding channels protected by levees; and

WHEREAS, climate change is directly impacting San Joaquin County citizens through sea level rise, flooding, increased wildfires, drought, and air pollution harming the public health; and

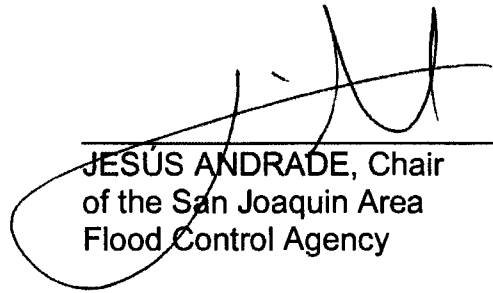
WHEREAS, further climate change is expected to impact the region's temperatures, precipitation and sea level with consequences for the area population, agriculture, environment and infrastructure; and

WHEREAS, to protect these critical resources, the San Joaquin Area Flood Control Agency must continually evaluate the risks and impacts from climate changer uncertainties and identify appropriate adaptation and mitigation strategies utilizing the best available science in conjunction with stakeholders for adapting design standards for the Mossdale Tract Area of SJAFCA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:

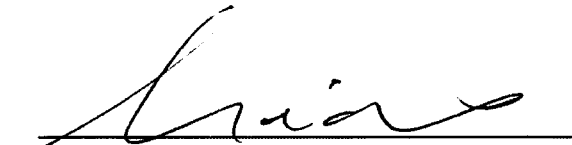
That the Policy on Climate Change is hereby approved and adopted, a copy of which is attached as Exhibit "A" and incorporated by this reference.

PASSED, APPROVED AND ADOPTED this 7th day of February, 2019.



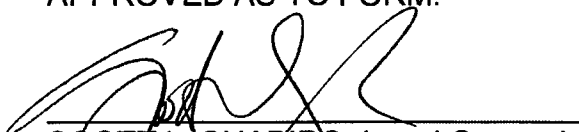
JESÚS ANDRADE, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



- CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

EXHIBIT “A”

San Joaquin Area Flood Control Agency Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in Light of Climate Change Uncertainties

February 7, 2019

Introduction

The San Joaquin Area Flood Control Agency (SJAFCA) is advancing a program for increasing the level of flood protection provided by the Mossdale Tract levees through (i) development of locally-funded improvements, (ii) partnering with the State on potential State funding of improvements, and/or (iii) the pursuit of a Federally-authorized set of improvements. In the development of locally-funded improvements and other improvements which may be cost-shared with the State and Federal governments, it is necessary to select the appropriate future hydrology, considering climate change estimates, to inform design-level work. Unfortunately, the uncertainties (magnitude, timing, and nature of frequency) associated with accurately predicting that future hydrology requires that the agency balance the flood risk associated with understating that hydrology with the financial costs associated with overstating that hydrology. The purpose of this document is to provide a Board-adopted policy for managing that risk specifically for the Mossdale Tract levees.

In addition, the passage of SB5 has imposed on communities in the Central Valley an obligation to ensure that future development will be subject to at least 200-year flood protection. The Department of Water Resources (DWR) has developed guidance for the Urban Level Of [Flood] Protection (ULOP) including findings that must be made

Available Data on Climate Change Through Hydrologic Studies

Climate change, as it applies to Mossdale Tract levees, is comprised of both tailwater conditions as well as watershed hydrology. Tailwater conditions are important because water surface profiles are calculated from downstream to upstream, and tailwater elevation (also known as “stage”) is an input to the model. In the case of the San Joaquin River, the downstream limit of the hydraulic model is roughly the Deep Water Ship Channel near the Smith Canal Gate project. The stage at that location is affected by sea level, tide cycles, hydraulics of the Delta, physical configuration of the Delta in a given event, storm surge, flood flows from the various tributary rivers and streams entering the Delta, and to some extent, wind setup (if all or part of the Delta were to become a large body of open water in the future, for instance). Sea level rise is an essential component of tailwater conditions to consider.

Although sea level rise at the Golden Gate Bridge has been studied extensively, the science and engineering of predicting San Joaquin River tailwater conditions and watershed hydrology is new. The only study to date to address both aspects of climate

EXHIBIT “A”

change for the San Joaquin River is the work by the State associated with the 2017 Update of the Central Valley Flood Protection Plan (CVFPP). That study concludes that significant changes are likely for both tailwater conditions and San Joaquin River flows as a result of climate change. For example, the 200-year event in the year 2067 is estimated by the 2017 CVFPP as a tailwater stage of 12.6', a stage which would overtop numerous Delta islands and overwhelm many existing and proposed facilities. In terms of watershed hydrology, the CVFPP also predicts a tripling of 200-year flood flows by the year 2067.

Additional Relevant Information

Until the development of the 2017 CVFPP Update, communities developing programs of improvements were required, under the ULOP guidelines, to address the risk of climate change without DWR generated estimates of tailwater conditions coupled with watershed hydrology. For example, in preparing adequate progress reports under ULOP for the River Islands Community of Lathrop, the City of Lathrop designed to the current hydrology, incorporated information from consensus sea level rise, and then added a further foot to the stage to address the uncertainty of changes to watershed hydrology as a result of climate change. Similarly, projects designed on the Sacramento River system have also incorporated additional stage or freeboard to address the uncertainty of changes to watershed hydrology as a result of climate change.

During the development of the 2017 CVFPP Update, commentators provided written comments to DWR regarding the significant changes projected by the Update and whether investment decisions should be made based on the Update. In response, DWR provided the following:

The 2017 CVFPP Update climate change analysis was used for system-scale planning and development of State policy in accordance with the directives and guidance of AB 2800, Executive Order B 30-15, Executive Order S-13-08, Public Resources Code 71155, and the California Natural Resources Agency publication, “Safeguarding California: Reducing Climate Risk (2014)” at a programmatic level. It has not been used to make investment-level decisions, project design, and implementation. While the 2017 CVFPP Update refines the overall near and long-term investment needs established in the 2017 CVFPP, it is not a decision document. Given the current state of climate change science and its uncertainties, application of the climate change projections for design purposes would not be appropriate at this time. A more detailed programmatic account of the climate change analyses and summary of the findings is presented in the supporting document “2017 CVFPP Update – Climate Change Analysis Technical Memorandum.” The document also recommends further study:

- Addressing uncertainty by evaluating a broader set of future climate scenarios, or sensitivity analyses.

EXHIBIT “A”

- Additional study to gain insight about reservoir climate vulnerability and potential adaptation needs.

The use of levee fragility and flood frequency curves is incorporated into the probabilistic methodology used for the CVFPP flood risk and potential life loss evaluations of the urban levee improvements and systemwide actions. Levee fragility data was developed based on the Nonurban/Urban Levee Evaluations program undertaken by the State. Further details on the methods and sources of data can be found in the “2017 CVFPP Update – Scenario Technical Analyses Summary Report” which supports the 2017 CVFPP Update.

Agency Policy

Based on the statement from DWR, it is not expected that SJAFCA use the 2017 CVFPP Update as a basis for design- and investment-level decisions. However, the trend of the 2017 CVFPP Update demonstrates that climate change will increase both the flows projected to flow down the San Joaquin River and increase the tailwater stages. DWR’s climate change estimates are for 50 years in the future only, and those estimates show the trends are still worsening at the end of that period with no eventual “leveling out” of the effects.

SJAFCA’s policy for design- and investment-level decisions must address this trend and the risk associated with uncertainty without using the DWR estimates which were not prepared for this purpose. The Board of Directors of the San Joaquin Area Flood Control Agency acknowledges that this policy may result in a future finding by a land use agency that the designed (or potentially constructed) project will not be able to provide 200-year flood protection in light of changing conditions caused by climate change or other factors, and that achieving and maintaining a particular level of flood protection often requires a community to recommit itself to implement further measures.

Therefore, it is the policy of the Board of Directors of the San Joaquin Area Flood Control Agency that design- and investment-level decisions shall incorporate the following elements (which are considered to be no, low, or medium regret to address the uncertainty of climate change) until such time as that uncertainty is reduced.

- Incorporation of additional stage at the downstream boundary of the San Joaquin River hydraulic model to cover “intermediate” estimates of sea level rise per U. S. Army Corps of Engineers guidance, plus an additional factor for uncertainty;
- The inclusion of some additional measure of stage in levee design. This additional stage will differ in different reaches to be determined by SJAFCA staff based upon input from consultants and partner agencies, but is expected to be in the zero to three-foot range;

EXHIBIT “A”

- Where real estate is being acquired for project improvements (and where land use coordination as described below is not adequate), SJAFCA will acquire the necessary real estate to support potential future levee raises and/or extensions based on the 2017 CVFPP climate change hydrology;
- Coordination with relevant land-use agencies in and around current and future levee alignments to ensure approved development can accommodate expanded levee footprints and extended levee alignments;
- At least every three years, and more often when the state of the science demands, staff shall review available studies and models and make recommendations to the Board whether this policy needs to be updated.
- SJAFCA will request that each land use agency within the Mossdale Tract annually provide to SJAFCA a summary of any findings made toward adequate progress;
- SJAFCA will develop cost estimates to provide SJAFCA with necessary resources to further study and evaluate this issue through and after project completion.

TECHNICAL MEMORANDUM

February 24, 2023

Project: San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project

Subject: 2023 Cost Estimate Update

Prepared by: Erik E. Almaas, PE

Reviewed by: Christopher H. Neudeck, PE

1. Introduction

Detailed analyses have previously been performed on the existing levee system conditions of Reclamation District No. 17 (RD17) in order to determine the extent of Urban Levee Design Criteria (ULDC) compliance. Documentation of the analyses in the form of a ULDC Engineer's Report in 2016 was performed by a team consisting of Peterson, Brustad, Inc. (PBI), Kjeldsen, Sinnock and Neudeck, Inc. (KSN), and ENGEIO, Inc. The results of the analyses indicated that substantial improvements were needed to the RD17 levees, including a proposed eastward extension of the RD17 Dryland Levee. The overall estimated cost of these improvements amounted to nearly \$137 million, based on 2015 dollars.

In 2019, a new climate change evaluation including hydrological and hydraulic analyses was performed by PBI to refine potential climate change impacts in accordance with San Joaquin Area Flood Control Agency (SJAFCA) policy. The results of this new evaluation indicated substantial elevated levels to the 200-year Design Water Surface Elevation (DWSE) along the RD17 levee, especially at the upstream end of the RD17 boundary. Additional improvements were identified based on the updated climate change evaluation, including the need to extend the proposed RD17 Dryland Levee extension even further to the east. The overall estimated cost of these incremental improvements amounted to nearly \$57 million, based on 2015 dollars.

In 2021, the cost estimates from the 2016 ULDC Engineer's Report and the 2019 climate change evaluation were consolidated into a single cost estimate and updated to 2021 dollars. As a result, the overall consolidated, estimated cost of all the improvements increased from \$194 million (2015 dollars) to approximately \$230 million (2021 dollars).

In 2023, project drawings were prepared by KSN at a 35% design level which included refinements to the proposed RD17 Dryland Levee extension alignment and other minor adjustments. Material quantities were also calculated as part of the 35% design and compared to previous assumptions.

The purpose of this technical memorandum is to update the 2021 cost estimate to 2023 dollars and incorporate the 35% design and material refinements.



2. Summary of 2021 Cost Estimate

The updated, consolidated cost estimate from 2021 was based on 14.47 miles fix-in-place levee improvements and 2.75 miles of new levee, and the overall project cost amounted to approximately \$230 million in 2021 dollars. As stated earlier, this cost estimate was based on assumptions developed in the 2016 ULDC Engineer’s Report and the 2019 climate change evaluation. A breakdown of the 2021 cost estimate is shown below in Table 1. A detailed breakdown of the improvement costs on a project-by-project basis for the 2021 cost estimate is included in **EXHIBIT 1**

Table 1 – Summary of 2021 Cost Estimate

Project ID	Station From	Station To	Project Name	Cost
1	119+50	148+00	Cutoff Wall	\$9,354,000
2	172+45	192+00	Cutoff Wall	\$5,331,000
3	190+50	247+00	Seepage Berm	\$17,002,000
4	255+50	259+50	Seepage Berm	\$1,138,000
5	270+00	297+75	Seepage Berm	\$7,389,000
6	311+00	362+50	Cutoff Wall	\$12,337,000
7	388+00	518+50	Cutoff Wall	\$30,954,000
8	570+00	822+80	Levee Raise @ San Joaquin River	\$17,390,000
9	703+00	741+30	Cutoff Wall	\$7,673,000
10	781+00	799+50	Cutoff Wall	\$3,716,000
11	822+80	853+50	Levee Raise @ Walthall Slough	\$1,941,000
12	853+50	959+00	Levee Raise & Seepage Berm @ Dryland Levee	\$38,374,000
13	0+00	959+00	Erosion Repairs	\$10,851,000
14	0+00	959+00	Right-of-Way (existing)	\$14,284,000
15	959+00	1104+20	Dryland Levee Extension	\$52,275,000
Total:				\$230,009,000

3. Data Sources

Existing data sources that were utilized in the levee assessment are as follows:

- Kjeldsen, Sinnock & Neudeck, Inc. *Urban Levee Design Criteria (ULDC) Evaluation – Identify Necessary Improvements and Cost Estimate*. March 3, 2016.
- Kjeldsen, Sinnock & Neudeck, Inc. *Mossdale Tract Area ULDC Adjustments for Climate Change – Cost Estimate*. December 12, 2019.
- Kjeldsen, Sinnock & Neudeck, Inc. *Mossdale Tract Area ULDC Climate Change Adjustment – Consolidated Cost Estimate*. January 2021.

4. Levee Assessment

This levee assessment covers the RD17 levee from Station 0+00 to Station 908+60. It also covers a proposed Dryland Levee Extension that is required to extend the existing Dryland Levee eastward in order to meet ULDC compliance. A summary of the levee segments that were analyzed is shown below in Table 2.



Table 2 - Summary of Analyzed Levee Segments

Levee Segment	2021 Cost Estimate			2023 Cost Estimate			Segment Status	
	Station From	Station To	Length (miles)	Station From	Station To	Length (miles)		
French Camp Slough	0+00	101+00	1.91	0+00	101+00	1.91	Existing	
San Joaquin River	101+00	822+80	13.67	101+00	822+80	13.67	Existing	
Walthall Slough	822+80	853+50	0.58	822+80	853+50	0.58	Existing	
Dryland Levee	853+50	959+00	2.00	853+50	908+60	1.04	Existing	
Dryland Levee Extension	959+00	1052+00 ⁽¹⁾	1.76	908+60	1030+53	2.31	Proposed	
Totals:			20.91				19.51	

Notes:

(1) The end station of the proposed Dryland Levee Extension was previously represented in the 2021 cost estimate as Station 1104+20. However, the actual assumed improvements used in the development of the cost estimate were based on an end station of Station 1052+00 pursuant to SJAFCA climate change policies.

5. Refinements from 35% Design

The existing RD 17 Dryland Levee begins at Station 853+50 at Woodward Avenue and meanders 2.51 miles to the east to Station 985+95 at nearly Airport Way. The recommendations described in the original 2016 ULDC Engineer's Report proposed to construct a new Dryland Levee Extension beginning at Station 972+25 and extending 3.29 miles to the east beyond Airport Way along an arbitrary alignment.

Since the original 2016 ULDC Engineer's Report, the alignment of the Dryland Levee Extension has continuously been refined with newer evaluations and analyses resulting in the updated cost estimates in 2021 and 2023. A summary of the various Dryland Levee Extension alignments is shown below in Table 3. A map of the two Dryland Levee Extension alignments is included in **EXHIBIT 2**.

Table 3 - Refinements to the New Dryland Levee Extension

Description	2021 Cost Estimate			2023 Cost Estimate		
	Station From	Station To	Length (miles)	Station From	Station To	Length (miles)
Fix-in-Place Repairs to RD 17 Dryland Levee	853+50	959+00	2.00	853+50	908+60	1.04
Dryland Levee Extension	959+00	1052+00 ⁽¹⁾	1.76	908+60	1030+53	2.31

Notes:

(1) The end station of the proposed Dryland Levee Extension was previously represented in the 2021 cost estimate as Station 1104+20. However, the actual assumed improvements used in the development of the cost estimate were based on an end station of Station 1052+00 pursuant to SJAFCA climate change policies

As the 35% design was being developed, quantities of construction materials were calculated. These quantities were compared to preliminary assumptions, and the 2023 cost estimate was updated with the new quantities accordingly. A map of the project sites pursuant to the 35% design is shown below in Figure 1.

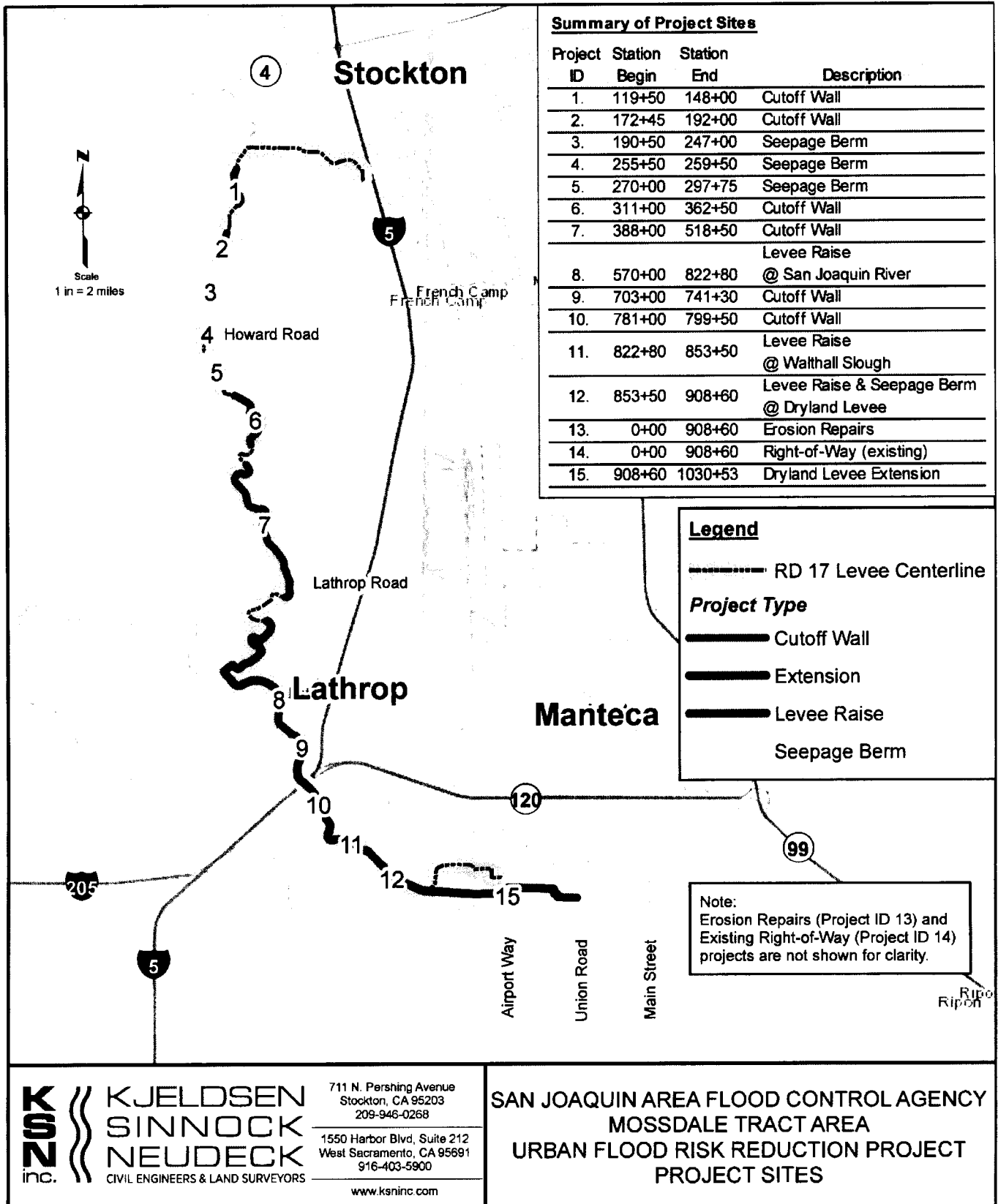


Figure 1 – 35% Design Project Sites

ZOK inc. **KJELDEN SINNOCK NEUDECK**
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SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA
URBAN FLOOD RISK REDUCTION PROJECT
PROJECT SITES

6. Update of Cost Estimate to 2023 Dollars

The update of the cost estimate from 2021 dollars to 2023 dollars was accomplished utilizing the Construction Cost Index (CCI) published monthly by Engineering News-Record (ENR). The CCI is an indicator of general construction costs and includes labor and materials components. ENR uses the CCI to measure how much it costs to purchase a hypothetical package of goods and services and compare it to what it was in a prior year. The CCIs that were used in this assessment are shown below in Table 4.

Table 4 - ENR CCIs and Escalation Factor

Description	Value
ENR CCI (January 2021)	11627.94
ENR CCI (February 2023)	13175.93
Escalation Factor	1.1331

The unit costs of the consolidated cost estimate were then adjusted by multiplying them by the above-described Escalation Factor. Afterwards, the adjusted unit costs were compared to bids from recent comparable projects in the area. All but four of the adjusted unit costs were determined to be reasonable, and a manual adjustment was made to the remaining four. A summary of the unit cost adjustments for these four items is shown below in.

Description	Unit	2021 Cost Estimate Unit Cost	2023 Cost Estimate	
			Calculated with ENR CCI	Manual Adjustment
Class 2 Aggregate Base	ton	\$29	\$33	\$45
Drain Rock Material	ton	\$35	\$40	\$45
Imported Engineered Fill	ton	\$18	\$20	\$25
Sand Filter Material	ton	\$29	\$33	\$45

7. Cost Estimate Conclusions

Overall, the project cost estimate increased by \$606,000 from 2021 to 2023. A breakdown of the general cost estimate adjustments is shown below in Table 5.

Table 5 - General Cost Estimate Adjustments

Description	Amount
2021 Cost Estimate	\$230,009,000
ENR CCI Adjustment from Jan 2021 to Feb 2023	+ \$61,296,000
Reconfiguration and Material Quantity Refinements at the Dryland Levee Extension in 35% Design	- \$50,746,000
Other Material Quantity Refinements in 35% Design	- \$9,944,000
2023 Cost Estimate	\$230,615,000

The updated 2023 cost estimate for the project is summarized below in Table 6. A detailed breakdown of the improvement costs on a project-by-project basis for the 2023 cost estimate is included in **EXHIBIT 3**.



Table 6 - Summary of 2023 Cost Estimate

Project ID	Station From	Station To	Project Name	Cost
1	119+50	148+00	Cutoff Wall	\$9,775,000
2	172+45	192+00	Cutoff Wall	\$4,459,000
3	190+50	247+00	Seepage Berm	\$20,255,000
4	255+50	259+50	Seepage Berm	\$1,545,000
5	270+00	297+75	Seepage Berm	\$9,131,000
6	311+00	362+50	Cutoff Wall	\$15,753,000
7	388+00	518+50	Cutoff Wall	\$36,056,000
8	570+00	822+80	Levee Raise @ San Joaquin River	\$23,115,000
9	703+00	741+30	Cutoff Wall	\$7,126,000
10	781+00	799+50	Cutoff Wall	\$3,307,000
11	822+80	853+96	Levee Raise @ Walthall Slough	\$1,273,000
12	853+96	908+60	Levee Raise & Seepage Berm @ Dryland Levee	\$15,800,000
13	0+00	908+60	Erosion Repairs	\$12,310,000
14	0+00	908+60	Right-of-Way (existing)	\$16,172,000
15	908+60	1030+53	Dryland Levee Extension	\$54,538,000
Total:				\$230,615,000

San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project
2023 Cost Estimate Update

EXHIBIT 1
2021 Cost Estimate Breakdown

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 1				STA 119+50 TO STA 148+00			
Construction				\$4,732,000		\$5,567,500	
1.	Mobilization			10%	\$418,800	10%	\$492,700
2.	Erosion Control			3%	\$125,700	3%	\$147,900
3.	Clearing and Grubbing	5.4	AC	\$2,000	\$10,800	\$2,400	\$13,000
5.	Deep Mix Method (DMM) Cutoff Wall	83,300	SF	\$20	\$1,666,000	\$24	\$1,999,200
6.	Tracer Wire	2,900	LF	\$2	\$5,800	\$3	\$8,700
7.	Imported Engineered Fill	23,900	TN	\$15	\$358,500	\$18	\$430,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 42" Pipe	6	EA	\$250,000	\$1,500,000	\$288,100	\$1,728,600
11.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
12.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
13.	42" Valve	6	EA	\$70,000	\$420,000	\$80,700	\$484,200
14.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
15.	Encroachment Modification	1	EA	\$20,000	\$20,000	\$23,100	\$23,100
16.	Hydroseeding	128,300	SF	\$0.10	\$12,900	\$0.12	\$15,400
Mangement / Environmental / Engineering				\$1,893,000		\$2,227,300	
1.	Administration			5%	\$236,600	5%	\$278,400
2.	Planning			3%	\$142,000	3%	\$167,100
3.	Environmental and Permitting			5%	\$236,600	5%	\$278,400
4.	Geotechnical Engineering			2%	\$94,700	2%	\$111,400
5.	Surveying and Civil Engineering			10%	\$473,200	10%	\$556,800
6.	Construction Management and Inspection			12%	\$567,900	12%	\$668,100
7.	Mitigation			3%	\$142,000	3%	\$167,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,325,000		\$1,559,000	
Project Totals				\$7,950,000		\$9,354,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 2				STA 175+45 TO STA 192+00			
Construction				\$2,656,400		\$3,173,000	
1.	Mobilization			10%	\$235,100	10%	\$280,800
2.	Erosion Control			3%	\$70,600	3%	\$84,300
3.	Clearing and Grubbing	3.7	AC	\$2,000	\$7,400	\$2,400	\$8,900
5.	Deep Mix Method (DMM) Cutoff Wall	88,000	SF	\$20	\$1,760,000	\$24	\$2,112,000
6.	Tracer Wire	2,000	LF	\$2	\$4,000	\$3	\$6,000
7.	Imported Engineered Fill	16,500	TN	\$15	\$247,500	\$18	\$297,000
8.	Class 2 Aggregate Base	1,500	TN	\$25	\$37,500	\$29	\$43,500
9.	Reconstruct Existing 8" Pipe	2	EA	\$45,000	\$90,000	\$51,900	\$103,800
10.	Reconstruct Existing 12" Pipe	1	EA	\$60,000	\$60,000	\$69,200	\$69,200
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	8" Valve	2	EA	\$2,500	\$5,000	\$2,900	\$5,800
14.	12" Valve	1	EA	\$4,000	\$4,000	\$4,700	\$4,700
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Encroachment Removal	3	EA	\$10,000	\$30,000	\$11,600	\$34,800
17.	Hydroseeding	88,000	SF	\$0.10	\$8,800	\$0.12	\$10,600
Management / Environmental / Engineering				\$1,062,900		\$1,269,400	
1.	Administration			5%	\$132,900	5%	\$158,700
2.	Planning			3%	\$79,700	3%	\$95,200
3.	Environmental and Permitting			5%	\$132,900	5%	\$158,700
4.	Geotechnical Engineering			2%	\$53,200	2%	\$63,500
5.	Surveying and Civil Engineering			10%	\$265,700	10%	\$317,300
6.	Construction Management and Inspection			12%	\$318,800	12%	\$380,800
7.	Mitigation			3%	\$79,700	3%	\$95,200
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$743,900		\$888,500	
Project Totals				\$4,464,000		\$5,331,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 3				SEEPAGE BERM STA 190+50 TO STA 247+00			
Construction				\$8,142,200		\$9,569,200	
1.	Mobilization			3%	\$230,500	3%	\$270,900
2.	Erosion Control			3%	\$230,500	3%	\$270,900
3.	Clearing and Grubbing	20.8	AC	\$2,000	\$41,600	\$2,400	\$50,000
4.	Imported Engineered Fill	159,200	TN	\$15	\$2,388,000	\$18	\$2,865,600
5.	Drain Rock Material	99,200	TN	\$30	\$2,976,000	\$35	\$3,472,000
6.	Sand Filter Material	49,400	TN	\$25	\$1,235,000	\$29	\$1,432,600
7.	Filter Fabric	675,300	SF	\$0.50	\$337,700	\$0.58	\$391,700
8.	Class 2 Aggregate Base	4,200	TN	\$25	\$105,000	\$29	\$121,800
9.	Reconstruct Existing 8" Pipe	4	EA	\$45,000	\$180,000	\$51,900	\$207,600
10.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
13.	Air Release Valve	8	EA	\$2,000	\$16,000	\$2,400	\$19,200
14.	8" Valve	4	EA	\$2,500	\$10,000	\$2,900	\$11,600
15.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
16.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
17.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
18.	Hydroseeding	743,100	SF	\$0.10	\$74,400	\$0.12	\$89,200
Mangement / Environmental / Engineering				\$3,257,300		\$3,828,000	
1.	Administration			5%	\$407,200	5%	\$478,500
2.	Planning			3%	\$244,300	3%	\$287,100
3.	Environmental and Permitting			5%	\$407,200	5%	\$478,500
4.	Geotechnical Engineering			2%	\$162,900	2%	\$191,400
5.	Surveying and Civil Engineering			10%	\$814,300	10%	\$957,000
6.	Construction Management and Inspection			12%	\$977,100	12%	\$1,148,400
7.	Mitigation			3%	\$244,300	3%	\$287,100
Real Estate				\$667,500		\$771,000	
1.	Land Valuation (Agricultural)	12.7	AC	\$25,000	\$317,500	\$28,900	\$367,100
2.	Easement Acquisition	7	EA	\$50,000	\$350,000	\$57,700	\$403,900
Contingency (20%)				\$2,413,400		\$2,833,700	
Project Totals				\$14,481,000		\$17,002,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 4				SEEPAGE BERM STA 255+50 TO STA 259+50			
Construction				\$528,800		\$621,000	
1.	Mobilization			3%	\$15,000	3%	\$17,600
2.	Erosion Control			3%	\$15,000	3%	\$17,600
3.	Clearing and Grubbing	1.4	AC	\$2,000	\$2,800	\$2,400	\$3,400
4.	Imported Engineered Fill	9,900	TN	\$15	\$148,500	\$18	\$178,200
5.	Drain Rock Material	6,000	TN	\$30	\$180,000	\$35	\$210,000
6.	Sand Filter Material	3,000	TN	\$25	\$75,000	\$29	\$87,000
7.	Filter Fabric	40,800	SF	\$0.50	\$20,400	\$0.58	\$23,700
8.	Class 2 Aggregate Base	300	TN	\$25	\$7,500	\$29	\$8,700
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
11.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
12.	Hydroseeding	45,600	SF	\$0.10	\$4,600	\$0.12	\$5,500
Mangement / Environmental / Engineering				\$211,800		\$248,800	
1.	Administration			5%	\$26,500	5%	\$31,100
2.	Planning			3%	\$15,900	3%	\$18,700
3.	Environmental and Permitting			5%	\$26,500	5%	\$31,100
4.	Geotechnical Engineering			2%	\$10,600	2%	\$12,500
5.	Surveying and Civil Engineering			10%	\$52,900	10%	\$62,100
6.	Construction Management and Inspection			12%	\$63,500	12%	\$74,600
7.	Mitigation			3%	\$15,900	3%	\$18,700
Real Estate				\$67,500		\$78,000	
1.	Land Valuation (Agricultural)	0.7	AC	\$25,000	\$17,500	\$28,900	\$20,300
2.	Easement Acquisition	1	EA	\$50,000	\$50,000	\$57,700	\$57,700
Contingency (20%)				\$181,700		\$189,600	
Project Totals				\$970,000		\$1,138,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 5				SEEPAGE BERM STA 270+00 TO STA 297+75			
Construction				\$3,512,500		\$4,127,500	
1.	Mobilization			3%	\$99,500	3%	\$116,900
2.	Erosion Control			3%	\$99,500	3%	\$116,900
3.	Clearing and Grubbing	9.1	AC	\$2,000	\$18,200	\$2,400	\$21,900
4.	Imported Engineered Fill	68,600	TN	\$15	\$1,029,000	\$18	\$1,234,800
5.	Drain Rock Material	41,600	TN	\$30	\$1,248,000	\$35	\$1,456,000
6.	Sand Filter Material	20,400	TN	\$25	\$510,000	\$29	\$591,600
7.	Filter Fabric	283,100	SF	\$0.50	\$141,600	\$0.58	\$164,200
8.	Class 2 Aggregate Base	2,100	TN	\$25	\$52,500	\$29	\$60,900
9.	Reconstruct Existing 10" Pipe	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
10.	Reconstruct Existing 12" Pipe	2	EA	\$60,000	\$120,000	\$69,200	\$138,400
11.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
12.	Air Release Valve	4	EA	\$2,000	\$8,000	\$2,400	\$9,600
13.	10" Valve	1	EA	\$3,000	\$3,000	\$3,500	\$3,500
14.	12" Valve	2	EA	\$4,000	\$8,000	\$4,700	\$9,400
15.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
16.	Hydroseeding	316,400	SF	\$0.10	\$31,700	\$0.12	\$38,000
Management / Environmental / Engineering				\$1,405,300		\$1,651,300	
1.	Administration			5%	\$175,700	5%	\$206,400
2.	Planning			3%	\$105,400	3%	\$123,900
3.	Environmental and Permitting			5%	\$175,700	5%	\$206,400
4.	Geotechnical Engineering			2%	\$70,300	2%	\$82,600
5.	Surveying and Civil Engineering			10%	\$351,300	10%	\$412,800
6.	Construction Management and Inspection			12%	\$421,500	12%	\$495,300
7.	Mitigation			3%	\$105,400	3%	\$123,900
Real Estate				\$327,500		\$378,200	
1.	Land Valuation (Agricultural)	5.1	AC	\$25,000	\$127,500	\$28,900	\$147,400
2.	Easement Acquisition	4	EA	\$50,000	\$200,000	\$57,700	\$230,800
Contingency (20%)				\$1,049,100		\$1,231,400	
Project Totals				\$6,295,000		\$7,389,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 6				STA 311+00 TO STA 362+50			
Construction				\$6,001,700		\$7,343,200	
1.	Mobilization			10%	\$531,200	10%	\$649,900
2.	Erosion Control			3%	\$159,400	3%	\$195,000
3.	Clearing and Grubbing	10.8	AC	\$2,000	\$21,600	\$2,400	\$26,000
4.	Degrade Existing Levee (1/3 Height)	23,500	CY	\$10	\$235,000	\$12	\$282,000
5.	Soil-Bentonite (SB) Cutoff Wall	354,200	SF	\$8	\$2,833,600	\$10	\$3,542,000
6.	Temporary Cap (Double Handle)	9,200	CY	\$10	\$92,000	\$12	\$110,400
7.	Tracer Wire	5,200	LF	\$2	\$10,400	\$3	\$15,600
8.	Imported Engineered Fill	108,800	TN	\$15	\$1,632,000	\$18	\$1,958,400
9.	Class 2 Aggregate Base	3,900	TN	\$25	\$97,500	\$29	\$113,100
10.	Reconstruct Existing 6" Pipe	1	EA	\$40,000	\$40,000	\$46,100	\$46,100
11.	Reconstruct Existing 8" Pipe	1	EA	\$45,000	\$45,000	\$51,900	\$51,900
12.	Reconstruct Existing 10" Pipe	3	EA	\$55,000	\$165,000	\$63,400	\$190,200
13.	Reconstruct Existing 14" Pipe	1	EA	\$75,000	\$75,000	\$86,500	\$86,500
14.	Air Release Valve	6	EA	\$2,000	\$12,000	\$2,400	\$14,400
15.	6" Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
16.	8" Valve	1	EA	\$2,500	\$2,500	\$2,900	\$2,900
17.	10" Valve	3	EA	\$3,000	\$9,000	\$3,500	\$10,500
18.	14" Valve	1	EA	\$7,000	\$7,000	\$8,100	\$8,100
19.	Hydroseeding	314,200	SF	\$0.10	\$31,500	\$0.12	\$37,800
Mangement / Environmental / Engineering				\$2,401,000		\$2,937,500	
1.	Administration			5%	\$300,100	5%	\$367,200
2.	Planning			3%	\$180,100	3%	\$220,300
3.	Environmental and Permitting			5%	\$300,100	5%	\$367,200
4.	Geotechnical Engineering			2%	\$120,100	2%	\$146,900
5.	Surveying and Civil Engineering			10%	\$600,200	10%	\$734,400
6.	Construction Management and Inspection			12%	\$720,300	12%	\$881,200
7.	Mitigation			3%	\$180,100	3%	\$220,300
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,680,800		\$2,056,200	
Project Totals				\$10,084,000		\$12,337,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 7				CUTOFF WALL STA 388+00 TO STA 518+50			
Construction				\$15,102,800		\$18,424,200	
1.	Mobilization			10%	\$1,336,600	10%	\$1,630,500
2.	Erosion Control			3%	\$401,000	3%	\$489,200
3.	Clearing and Grubbing	27.3	AC	\$2,000	\$54,600	\$2,400	\$65,600
4.	Degrade Existing Levee (1/3 Height)	59,500	CY	\$10	\$595,000	\$12	\$714,000
5.	Soil-Bentonite (SB) Cutoff Wall	827,000	SF	\$8	\$6,616,000	\$10	\$8,270,000
6.	Temporary Cap (Double Handle)	23,200	CY	\$10	\$232,000	\$12	\$278,400
7.	Tracer Wire	13,000	LF	\$2	\$26,000	\$3	\$39,000
8.	Imported Engineered Fill	275,600	TN	\$15	\$4,134,000	\$18	\$4,960,800
9.	Class 2 Aggregate Base	9,600	TN	\$25	\$240,000	\$29	\$278,400
10.	Reconstruct Existing 4" Pipe	1	EA	\$35,000	\$35,000	\$40,400	\$40,400
11.	Reconstruct Existing 6" Pipe	2	EA	\$40,000	\$80,000	\$46,100	\$92,200
12.	Reconstruct Existing 10" Pipe	2	EA	\$55,000	\$110,000	\$63,400	\$126,800
13.	Reconstruct Existing 12" Pipe	5	EA	\$60,000	\$300,000	\$69,200	\$346,000
14.	Reconstruct Existing 14" Pipe	2	EA	\$75,000	\$150,000	\$86,500	\$173,000
15.	Reconstruct Existing 16" Pipe	3	EA	\$80,000	\$240,000	\$92,200	\$276,600
16.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
17.	Reconstruct Existing 36" Pipe	1	EA	\$200,000	\$200,000	\$230,500	\$230,500
18.	Air Release Valve	17	EA	\$2,000	\$34,000	\$2,400	\$40,800
19.	4" Valve	1	EA	\$1,500	\$1,500	\$1,800	\$1,800
20.	6" Valve	2	EA	\$2,000	\$4,000	\$2,400	\$4,800
21.	10" Valve	2	EA	\$3,000	\$6,000	\$3,500	\$7,000
22.	12" Valve	5	EA	\$4,000	\$20,000	\$4,700	\$23,500
23.	14" Valve	2	EA	\$7,000	\$14,000	\$8,100	\$16,200
24.	16" Valve	3	EA	\$8,500	\$25,500	\$9,800	\$29,400
25.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
26.	36" Valve	1	EA	\$55,000	\$55,000	\$63,400	\$63,400
27.	Hydroseeding	796,000	SF	\$0.10	\$79,600	\$0.12	\$95,600
Mangement / Environmental / Engineering				\$6,041,400		\$7,370,200	
1.	Administration			5%	\$755,200	5%	\$921,300
2.	Planning			3%	\$453,100	3%	\$552,800
3.	Environmental and Permitting			5%	\$755,200	5%	\$921,300
4.	Geotechnical Engineering			2%	\$302,100	2%	\$368,500
5.	Surveying and Civil Engineering			10%	\$1,510,300	10%	\$1,842,500
6.	Construction Management and Inspection			12%	\$1,812,400	12%	\$2,211,000
7.	Mitigation			3%	\$453,100	3%	\$552,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$4,228,900		\$5,158,900	
Project Totals				\$25,374,000		\$30,954,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE			
ID 8				STA 570+00 TO STA 822+80			
Construction				\$8,370,100		\$9,925,400	
1.	Mobilization			3%	\$236,900	3%	\$281,000
2.	Erosion Control			3%	\$236,900	3%	\$281,000
3.	Clearing and Grubbing	43.6	AC	\$2,000	\$87,200	\$2,400	\$104,700
4.	Imported Engineered Fill	339,700	TN	\$15	\$5,095,500	\$18	\$6,114,600
5.	Floodwall (3' tall)	2,400	LF	\$125	\$300,000	\$145	\$348,000
6.	Class 2 Aggregate Base	18,800	TN	\$25	\$470,000	\$29	\$545,200
7.	Reconstruct Existing 12" Pipe	3	EA	\$60,000	\$180,000	\$69,200	\$207,600
8.	Reconstruct Existing 16" Pipe	1	EA	\$80,000	\$80,000	\$92,200	\$92,200
9.	Reconstruct Existing 18" Pipe	4	EA	\$85,000	\$340,000	\$98,000	\$392,000
10.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
11.	Reconstruct Existing 48" Pipe	1	EA	\$300,000	\$300,000	\$345,700	\$345,700
12.	Air Release Valve	10	EA	\$2,000	\$20,000	\$2,400	\$24,000
13.	12" Valve	3	EA	\$4,000	\$12,000	\$4,700	\$14,100
14.	16" Valve	1	EA	\$8,500	\$8,500	\$9,800	\$9,800
15.	18" Valve	4	EA	\$14,000	\$56,000	\$16,200	\$64,800
16.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
17.	48" Valve	1	EA	\$85,000	\$85,000	\$98,000	\$98,000
18.	Encroachment Removal	31	EA	\$10,000	\$310,000	\$11,600	\$359,600
19.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
20.	Hydroseeding	1,390,400	SF	\$0.10	\$139,100	\$0.12	\$166,900
Management / Environmental / Engineering				\$3,348,700		\$3,970,500	
1.	Administration			5%	\$418,600	5%	\$496,300
2.	Planning			3%	\$251,200	3%	\$297,800
3.	Environmental and Permitting			5%	\$418,600	5%	\$496,300
4.	Geotechnical Engineering			2%	\$167,500	2%	\$198,600
5.	Surveying and Civil Engineering			10%	\$837,100	10%	\$992,600
6.	Construction Management and Inspection			12%	\$1,004,500	12%	\$1,191,100
7.	Mitigation			3%	\$251,200	3%	\$297,800
Real Estate				\$515,300		\$595,100	
1.	Land Valuation (Agricultural)	8.6	AC	\$25,000	\$215,300	\$28,900	\$248,900
2.	Easement Acquisition	6	EA	\$50,000	\$300,000	\$57,700	\$346,200
Contingency (20%)				\$2,446,000		\$2,995,200	
Project Totals				\$14,681,000		\$17,390,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				CUTOFF WALL			
ID 9				STA 703+00 TO STA 741+30			
Construction				\$3,688,200		\$4,566,900	
1.	Mobilization			10%	\$326,400	10%	\$404,200
2.	Erosion Control			3%	\$98,000	3%	\$121,300
3.	Degrade Existing Levee (1/3 Height)	17,400	CY	\$10	\$174,000	\$12	\$208,800
4.	Soil-Bentonite (SB) Cutoff Wall	306,400	SF	\$8	\$2,451,200	\$10	\$3,064,000
5.	Temporary Cap (Double Handle)	6,700	CY	\$10	\$67,000	\$12	\$80,400
6.	Imported Engineered Fill	37,600	TN	\$15	\$564,000	\$18	\$676,800
7.	Tracer Wire	3,800	LF	\$2	\$7,600	\$3	\$11,400
Management / Environmental / Engineering				\$1,475,700		\$1,827,200	
1.	Administration			5%	\$184,500	5%	\$228,400
2.	Planning			3%	\$110,700	3%	\$137,100
3.	Environmental and Permitting			5%	\$184,500	5%	\$228,400
4.	Geotechnical Engineering			2%	\$73,800	2%	\$91,400
5.	Surveying and Civil Engineering			10%	\$368,900	10%	\$456,700
6.	Construction Management and Inspection			12%	\$442,600	12%	\$548,100
7.	Mitigation			3%	\$110,700	3%	\$137,100
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,032,800		\$1,273,800	
Project Totals				\$6,197,000		\$7,673,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT ID 10				CUTOFF WALL STA 781+00 TO STA 799+50			
Construction				\$1,785,900		\$2,211,200	
1.	Mobilization			10%	\$158,100	10%	\$195,700
2.	Erosion Control			3%	\$47,500	3%	\$58,800
3.	Degrade Existing Levee (1/3 Height)	8,500	CY	\$10	\$85,000	\$12	\$102,000
4.	Soil-Bentonite (SB) Cutoff Wall	148,000	SF	\$8	\$1,184,000	\$10	\$1,480,000
5.	Temporary Cap (Double Handle)	3,300	CY	\$10	\$33,000	\$12	\$39,600
6.	Imported Engineered Fill	18,300	TN	\$15	\$274,500	\$18	\$329,400
7.	Tracer Wire	1,900	LF	\$2	\$3,800	\$3	\$5,700
Management / Environmental / Engineering				\$714,600		\$884,900	
1.	Administration			5%	\$89,300	5%	\$110,600
2.	Planning			3%	\$53,600	3%	\$66,400
3.	Environmental and Permitting			5%	\$89,300	5%	\$110,600
4.	Geotechnical Engineering			2%	\$35,800	2%	\$44,300
5.	Surveying and Civil Engineering			10%	\$178,600	10%	\$221,200
6.	Construction Management and Inspection			12%	\$214,400	12%	\$265,400
7.	Mitigation			3%	\$53,600	3%	\$66,400
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$500,100		\$619,300	
Project Totals				\$3,001,000		\$3,716,000	

SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA

OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE @ WALTHALL SLOUGH			
ID 11				STA 822+80 TO STA 853+50			
Construction				\$969,000		\$1,154,700	
1.	Mobilization			3%	\$27,500	3%	\$32,700
2.	Erosion Control			3%	\$27,500	3%	\$32,700
3.	Clearing and Grubbing	5.3	AC	\$2,000	\$10,600	\$2,400	\$12,800
4.	Imported Engineered Fill	47,600	TN	\$15	\$714,000	\$18	\$856,800
5.	Class 2 Aggregate Base	2,300	TN	\$25	\$57,500	\$29	\$66,700
6.	Reconstruct Existing 20" Pipe	1	EA	\$95,000	\$95,000	\$109,500	\$109,500
7.	Air Release Valve	1	EA	\$2,000	\$2,000	\$2,400	\$2,400
8.	20" Valve	1	EA	\$18,000	\$18,000	\$20,800	\$20,800
9.	Hydroseeding	168,900	SF	\$0.10	\$16,900	\$0.12	\$20,300
Management / Environmental / Engineering				\$387,800		\$462,200	
1.	Administration			5%	\$48,500	5%	\$57,800
2.	Planning			3%	\$29,100	3%	\$34,700
3.	Environmental and Permitting			5%	\$48,500	5%	\$57,800
4.	Geotechnical Engineering			2%	\$19,400	2%	\$23,100
5.	Surveying and Civil Engineering			10%	\$96,900	10%	\$115,500
6.	Construction Management and Inspection			12%	\$116,300	12%	\$138,600
7.	Mitigation			3%	\$29,100	3%	\$34,700
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$271,400		\$325,500	
Project Totals				\$1,629,000		\$1,941,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE			
ID 12				STA 853+50 TO STA 972+25			
Construction				\$18,810,800		\$22,234,400	
1.	Mobilization			3%	\$532,400	3%	\$629,300
2.	Erosion Control			3%	\$532,400	3%	\$629,300
3.	Traffic Control	1	LS	\$50,000	\$50,000	\$57,700	\$57,700
4.	AC Pavement Repairs	20,000	SF	\$10	\$200,000	\$12	\$240,000
5.	Clearing and Grubbing	50.9	AC	\$2,000	\$101,800	\$2,400	\$122,200
6.	Imported Engineered Fill	569,900	TN	\$15	\$8,548,500	\$18	\$10,258,200
7.	Drain Rock Material	170,400	TN	\$30	\$5,112,000	\$35	\$5,964,000
8.	Sand Filter Material	79,800	TN	\$25	\$1,995,000	\$29	\$2,314,200
9.	Filter Fabric	928,400	SF	\$0.50	\$464,200	\$0.58	\$538,500
10.	Class 2 Aggregate Base	15,700	TN	\$25	\$392,500	\$29	\$455,300
11.	Encroachment Modification	1	EA	\$100,000	\$100,000	\$115,300	\$115,300
12.	Hydroseeding	1,519,200	SF	\$0.10	\$152,000	\$0.12	\$182,400
13.	Quarry Stone Riprap	14,000	TN	\$45	\$630,000	\$52	\$728,000
Mangement / Environmental / Engineering				\$7,524,700		\$8,894,200	
1.	Administration			5%	\$940,600	5%	\$1,111,800
2.	Planning			3%	\$564,400	3%	\$667,100
3.	Environmental and Permitting			5%	\$940,600	5%	\$1,111,800
4.	Geotechnical Engineering			2%	\$376,300	2%	\$444,700
5.	Surveying and Civil Engineering			10%	\$1,881,100	10%	\$2,223,500
6.	Construction Management and Inspection			12%	\$2,257,300	12%	\$2,668,200
7.	Mitigation			3%	\$564,400	3%	\$667,100
Real Estate				\$735,000		\$849,200	
1.	Land Valuation (Agricultural)	19.4	AC	\$25,000	\$485,000	\$28,900	\$560,700
2.	Easement Acquisition	5	EA	\$50,000	\$250,000	\$57,700	\$288,500
Contingency (20%)				\$5,412,100		\$6,388,000	
Project Totals				\$32,485,000		\$38,374,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				EROSION REPAIRS			
ID 13				STA 0+00 TO STA 959+00			
Construction				\$5,586,200		\$6,458,400	
1.	Mobilization			3%	\$158,100	3%	\$182,800
2.	Erosion Control			3%	\$158,100	3%	\$182,800
3.	Clearing and Grubbing	34.0	AC	\$2,000	\$68,000	\$2,400	\$81,600
4.	Quarry Stone Riprap	115,600	TN	\$45	\$5,202,000	\$52	\$6,011,200
Mangement / Environmental / Engineering				\$2,234,900		\$2,583,800	
1.	Administration			5%	\$279,400	5%	\$323,000
2.	Planning			3%	\$167,600	3%	\$193,800
3.	Environmental and Permitting			5%	\$279,400	5%	\$323,000
4.	Geotechnical Engineering			2%	\$111,800	2%	\$129,200
5.	Surveying and Civil Engineering			10%	\$558,700	10%	\$645,900
6.	Construction Management and Inspection			12%	\$670,400	12%	\$775,100
7.	Mitigation			3%	\$167,600	3%	\$193,800
Real Estate				\$0		\$0	
1.	Land Valuation (Agricultural)	0.0	AC	\$25,000	\$0	\$28,900	\$0
2.	Easement Acquisition	0	EA	\$50,000	\$0	\$57,700	\$0
Contingency (20%)				\$1,554,300		\$1,808,500	
Project Totals				\$9,386,000		\$10,851,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES)			
ID 14				STA 0+00 TO STA 959+00			
Real Estate				\$10,317,500		\$11,903,200	
1.	Land Valuation (Agricultural)	40.7	AC	\$25,000	\$1,017,500	\$28,900	\$1,176,300
2.	Land Valuation (Residential)	3.0	AC	\$250,000	\$750,000	\$288,100	\$864,300
3.	Land Valuation (Commercial)	1.0	AC	\$250,000	\$250,000	\$288,100	\$288,100
4.	Improvement Valuation (Residential)	15	EA	\$150,000	\$2,250,000	\$172,900	\$2,593,500
5.	Easement Acquisition	113	EA	\$50,000	\$5,650,000	\$57,700	\$6,520,100
6.	Easement Acquisition (Oak Shores)	1	EA	\$400,000	\$400,000	\$460,900	\$460,900
Contingency (20%)				\$2,083,000		\$2,380,700	
Project Totals				\$12,381,000		\$14,284,000	

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA ULDC COST ESTIMATE UPDATE TO 2021\$
 SAN JOAQUIN COUNTY, CALIFORNIA**

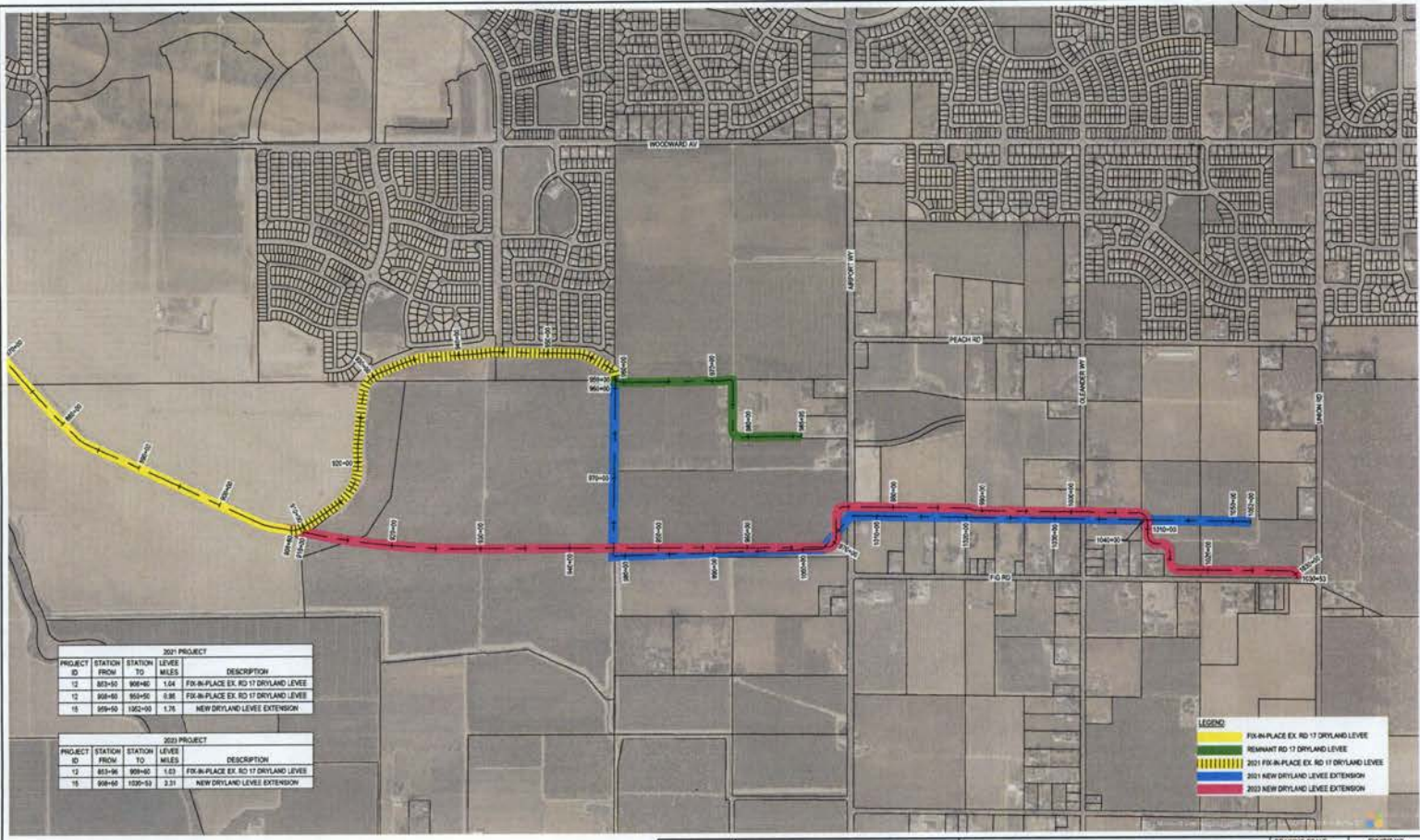
**OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	2015\$		2021\$	
				Unit Price	Total	Unit Price	Total
PROJECT				DRYLAND LEVEE EXTENSION			
ID 15				STA 959+00 TO STA 1104+20			
Construction				\$23,983,300		\$28,501,800	
1.	Mobilization			3%	\$678,800	3%	\$806,700
2.	Erosion Control			3%	\$678,800	3%	\$806,700
3.	Traffic Control	1	LS	\$120,000	\$120,000	\$138,300	\$138,300
4.	AC Pavement Repairs	70,000	SF	\$10	\$700,000	\$12	\$840,000
5.	Clearing and Grubbing	80.8	AC	\$5,000	\$404,200	\$5,800	\$468,900
6.	Excavate Levee Keyway	38,800	CY	\$10	\$388,000	\$12	\$465,600
7.	Imported Engineered Fill	958,800	TN	\$15	\$14,382,000	\$18	\$17,258,400
8.	Drain Rock Material	110,100	TN	\$30	\$3,303,000	\$35	\$3,853,500
9.	Sand Filter Material	33,100	TN	\$25	\$827,500	\$29	\$959,900
10.	Filter Fabric	742,500	SF	\$0.50	\$371,300	\$0.58	\$430,700
11.	Class 2 Aggregate Base	10,800	TN	\$25	\$270,000	\$29	\$313,200
12.	Encroachment Removal	2	EA	\$50,000	\$100,000	\$57,700	\$115,400
13.	Encroachment Modification	3	EA	\$100,000	\$300,000	\$115,300	\$345,900
14.	Relocate Ditch	9,100	LF	\$10	\$91,000	\$12	\$109,200
15.	Hydroseeding	1,761,100	SF	\$0.10	\$176,200	\$0.12	\$211,400
16.	Quarry Stone Riprap	26,500	TN	\$45	\$1,192,500	\$52	\$1,378,000
Management / Environmental / Engineering				\$9,593,500		\$11,401,000	
1.	Administration			5%	\$1,199,200	5%	\$1,425,100
2.	Planning			3%	\$719,500	3%	\$855,100
3.	Environmental and Permitting			5%	\$1,199,200	5%	\$1,425,100
4.	Geotechnical Engineering			2%	\$479,700	2%	\$570,100
5.	Surveying and Civil Engineering			10%	\$2,398,400	10%	\$2,850,200
6.	Construction Management and Inspection			12%	\$2,878,000	12%	\$3,420,300
7.	Mitigation			3%	\$719,500	3%	\$855,100
Real Estate				\$3,167,500		\$3,659,500	
1.	Land Valuation (Agricultural)	82.7	AC	\$25,000	\$2,067,500	\$28,900	\$2,390,100
2.	Easement Acquisition	22	EA	\$50,000	\$1,100,000	\$57,700	\$1,269,400
Contingency (20%)				\$7,348,000		\$8,712,500	
Project Totals				\$44,094,000		\$52,275,000	

San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project
2023 Cost Estimate Update

EXHIBIT 2
Dryland Levee Extension Comparison

FILE: P:\2025\Projects\Maparea\TDC\Exhibition\0040_LPMO_DP_Support\08_Conf\003_Plan\003_CAD\Locks\1\04_Lock\1 for Dist Estimate Update.dwg
 PLOT DATE: Apr 24, 2025 11:53:58am



2017 PROJECT				
PROJECT ID	STATION FROM	STATION TO	LEVEE	DESCRIPTION
12	803+00	906+40	1.04	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
12	906+40	953+50	0.98	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
15	959+00	1052+00	1.75	NEW DRYLAND LEVEE EXTENSION

2021 PROJECT				
PROJECT ID	STATION FROM	STATION TO	LEVEE	DESCRIPTION
12	803+00	908+60	1.03	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
15	908+60	1039+00	2.31	NEW DRYLAND LEVEE EXTENSION

LEGEND	
	FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
	REINSTATE RD 17 DRYLAND LEVEE
	2021 FIX-IN-PLACE EX. RD 17 DRYLAND LEVEE
	2023 NEW DRYLAND LEVEE EXTENSION

 NORTH ORIENTATION	 ZWK KJELDSEN SINNOCK NEUDECK <small>CIVIL ENGINEERS & LAND SURVEYORS</small> www.zwkinc.com	711 N. Peckling Avenue Stockton, CA 95203 209-940-0180 1802 Harbor Blvd., Suite 212 West Sacramento, CA 95691 916-453-9900	SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA URBAN FLOOD RISK REDUCTION PROJECT DRYLAND LEVEE EXTENSION COMPARISON	DRAWING SCALE 1" = 500' ORIGINAL DRAWING SCALE 0' 1/2" 1"	EXHIBIT NO. 2 PAGE NO. 1
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San Joaquin Area Flood Control Agency
Mossdale Tract Area
Urban Flood Risk Reduction Project
2023 Cost Estimate Update

EXHIBIT 3
2023 Cost Estimate Breakdown

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 1					CUTOFF WALL STA 119+50 TO STA 148+00
Construction					\$5,818,000
1.	Mobilization			10%	\$514,900
2.	Erosion Control			3%	\$154,500
3.	Clearing and Grubbing	5.4	AC	\$2,700	\$14,600
4.	Degrade Existing Levee (1/3 Height)	12,100	CY	\$14	\$169,400
5.	Soil-Bentonite (SB) Cutoff Wall	69,100	SF	\$11	\$760,100
6.	Temporary Cap (Double Handle)	5,100	CY	\$14	\$71,400
7.	Imported Engineered Fill	51,900	TN	\$25	\$1,297,500
8.	Class 2 Aggregate Base	2,200	TN	\$45	\$99,000
9.	Reconstruct Existing 8" Pipe	2	EA	\$58,800	\$117,600
10.	Reconstruct Existing 42" Pipe	6	EA	\$326,400	\$1,958,400
11.	Air Release Valve	8	EA	\$2,700	\$21,600
12.	8" Valve	2	EA	\$3,300	\$6,600
13.	42" Valve	6	EA	\$91,400	\$548,400
14.	Encroachment Removal	3	EA	\$13,100	\$39,300
15.	Encroachment Modification	1	EA	\$26,700	\$26,700
16.	Hydroseeding	128,300	SF	\$0.14	\$18,000
Management / Environmental / Engineering					\$2,327,400
1.	Administration			5%	\$290,900
2.	Planning			3%	\$174,600
3.	Environmental and Permitting			5%	\$290,900
4.	Geotechnical Engineering			2%	\$116,400
5.	Surveying and Civil Engineering			10%	\$581,800
6.	Construction Management and Inspection			12%	\$698,200
7.	Mitigation			3%	\$174,600
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$1,629,100
Project Totals					\$9,775,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 2					CUTOFF WALL STA 175+45 TO STA 192+00
Construction					\$2,653,500
1.	Mobilization			10%	\$234,900
2.	Erosion Control			3%	\$70,500
3.	Clearing and Grubbing	3.7	AC	\$2,700	\$10,000
4.	Degrade Existing Levee (1/3 Height)	13,400	CY	\$14	\$187,600
5.	Soil-Bentonite (SB) Cutoff Wall	80,500	SF	\$11	\$885,500
6.	Temporary Cap (Double Handle)	3,500	CY	\$14	\$49,000
7.	Imported Engineered Fill	30,500	TN	\$25	\$762,500
8.	Class 2 Aggregate Base	1,500	TN	\$45	\$67,500
9.	Reconstruct Existing 8" Pipe	2	EA	\$58,800	\$117,600
10.	Reconstruct Existing 12" Pipe	1	EA	\$78,400	\$78,400
11.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
12.	Air Release Valve	4	EA	\$2,700	\$10,800
13.	8" Valve	2	EA	\$3,300	\$6,600
14.	12" Valve	1	EA	\$5,300	\$5,300
15.	16" Valve	1	EA	\$11,100	\$11,100
16.	Encroachment Removal	3	EA	\$13,100	\$39,300
17.	Hydroseeding	88,000	SF	\$0.14	\$12,400
Management / Environmental / Engineering					\$1,061,800
1.	Administration			5%	\$132,700
2.	Planning			3%	\$79,700
3.	Environmental and Permitting			5%	\$132,700
4.	Geotechnical Engineering			2%	\$53,100
5.	Surveying and Civil Engineering			10%	\$265,400
6.	Construction Management and Inspection			12%	\$318,500
7.	Mitigation			3%	\$79,700
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$743,100
Project Totals					\$4,459,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					SEEPAGE BERM
ID 3					STA 190+50 TO STA 247+00
Construction					\$11,432,800
1.	Mobilization			3%	\$323,600
2.	Erosion Control			3%	\$323,600
3.	Clearing and Grubbing	20.8	AC	\$2,700	\$56,200
4.	Imported Engineered Fill	195,100	TN	\$25	\$4,877,500
5.	Drain Rock Material	78,600	TN	\$45	\$3,537,000
6.	Sand Filter Material	19,700	TN	\$45	\$886,500
7.	Filter Fabric	675,300	SF	\$0.66	\$445,700
8.	Class 2 Aggregate Base	4,300	TN	\$45	\$193,500
9.	Reconstruct Existing 8" Pipe	4	EA	\$58,800	\$235,200
10.	Reconstruct Existing 10" Pipe	2	EA	\$71,900	\$143,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
12.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
13.	Air Release Valve	8	EA	\$2,700	\$21,600
14.	8" Valve	4	EA	\$3,300	\$13,200
15.	10" Valve	2	EA	\$4,000	\$8,000
16.	16" Valve	1	EA	\$11,100	\$11,100
17.	20" Valve	1	EA	\$23,600	\$23,600
18.	Hydroseeding	743,100	SF	\$0.14	\$104,100
Mangement / Environmental / Engineering					\$4,573,400
1.	Administration			5%	\$571,700
2.	Planning			3%	\$343,000
3.	Environmental and Permitting			5%	\$571,700
4.	Geotechnical Engineering			2%	\$228,700
5.	Surveying and Civil Engineering			10%	\$1,143,300
6.	Construction Management and Inspection			12%	\$1,372,000
7.	Mitigation			3%	\$343,000
Real Estate					\$872,400
1.	Land Valuation (Agricultural)	12.7	AC	\$32,700	\$415,300
2.	Easement Acquisition	7	EA	\$65,300	\$457,100
Contingency (20%)					\$3,376,800
Project Totals					\$20,255,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					SEEPAGE BERM
ID 4					STA 255+50 TO STA 259+50
Construction					\$856,400
1.	Mobilization			3%	\$24,300
2.	Erosion Control			3%	\$24,300
3.	Clearing and Grubbing	1.4	AC	\$2,700	\$3,800
4.	Imported Engineered Fill	16,700	TN	\$25	\$417,500
5.	Drain Rock Material	4,500	TN	\$45	\$202,500
6.	Sand Filter Material	1,200	TN	\$45	\$54,000
7.	Filter Fabric	40,800	SF	\$0.66	\$27,000
8.	Class 2 Aggregate Base	400	TN	\$45	\$18,000
9.	Reconstruct Existing 10" Pipe	1	EA	\$71,900	\$71,900
10.	Air Release Valve	1	EA	\$2,700	\$2,700
11.	10" Valve	1	EA	\$4,000	\$4,000
12.	Hydroseeding	45,600	SF	\$0.14	\$6,400
Mangement / Environmental / Engineering					\$342,900
1.	Administration			5%	\$42,900
2.	Planning			3%	\$25,700
3.	Environmental and Permitting			5%	\$42,900
4.	Geotechnical Engineering			2%	\$17,200
5.	Surveying and Civil Engineering			10%	\$85,700
6.	Construction Management and Inspection			12%	\$102,800
7.	Mitigation			3%	\$25,700
Real Estate					\$88,200
1.	Land Valuation (Agricultural)	0.7	AC	\$32,700	\$22,900
2.	Easement Acquisition	1	EA	\$65,300	\$65,300
Contingency (20%)					\$177,500
Project Totals					\$1,545,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					SEEPAGE BERM
ID 5					STA 270+00 TO STA 297+75
Construction					\$5,128,900
1.	Mobilization			3%	\$145,200
2.	Erosion Control			3%	\$145,200
3.	Clearing and Grubbing	9.1	AC	\$2,700	\$24,600
4.	Imported Engineered Fill	94,000	TN	\$25	\$2,350,000
5.	Drain Rock Material	31,400	TN	\$45	\$1,413,000
6.	Sand Filter Material	7,900	TN	\$45	\$355,500
7.	Filter Fabric	283,100	SF	\$0.66	\$186,900
8.	Class 2 Aggregate Base	2,100	TN	\$45	\$94,500
9.	Reconstruct Existing 10" Pipe	1	EA	\$71,900	\$71,900
10.	Reconstruct Existing 12" Pipe	2	EA	\$78,400	\$156,800
11.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
12.	Air Release Valve	4	EA	\$2,700	\$10,800
13.	10" Valve	1	EA	\$4,000	\$4,000
14.	12" Valve	2	EA	\$5,300	\$10,600
15.	16" Valve	1	EA	\$11,100	\$11,100
16.	Hydroseeding	316,400	SF	\$0.14	\$44,300
Mangement / Environmental / Engineering					\$2,051,800
1.	Administration			5%	\$256,500
2.	Planning			3%	\$153,900
3.	Environmental and Permitting			5%	\$256,500
4.	Geotechnical Engineering			2%	\$102,600
5.	Surveying and Civil Engineering			10%	\$512,900
6.	Construction Management and Inspection			12%	\$615,500
7.	Mitigation			3%	\$153,900
Real Estate					\$428,000
1.	Land Valuation (Agricultural)	5.1	AC	\$32,700	\$166,800
2.	Easement Acquisition	4	EA	\$65,300	\$261,200
Contingency (20%)					\$1,521,800
Project Totals					\$9,131,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 6					CUTOFF WALL STA 311+00 TO STA 362+50
Construction					\$9,376,600
1.	Mobilization			10%	\$829,800
2.	Erosion Control			3%	\$249,000
3.	Clearing and Grubbing	10.8	AC	\$2,700	\$29,200
4.	Degrade Existing Levee (1/3 Height)	31,600	CY	\$14	\$442,400
5.	Soil-Bentonite (SB) Cutoff Wall	328,200	SF	\$11	\$3,610,200
6.	Temporary Cap (Double Handle)	9,200	CY	\$14	\$128,800
7.	Imported Engineered Fill	135,800	TN	\$25	\$3,395,000
8.	Class 2 Aggregate Base	4,000	TN	\$45	\$180,000
9.	Reconstruct Existing 6" Pipe	1	EA	\$52,300	\$52,300
10.	Reconstruct Existing 8" Pipe	1	EA	\$58,800	\$58,800
11.	Reconstruct Existing 10" Pipe	3	EA	\$71,900	\$215,700
12.	Reconstruct Existing 14" Pipe	1	EA	\$98,000	\$98,000
13.	Air Release Valve	6	EA	\$2,700	\$16,200
14.	6" Valve	1	EA	\$2,700	\$2,700
15.	8" Valve	1	EA	\$3,300	\$3,300
16.	10" Valve	3	EA	\$4,000	\$12,000
17.	14" Valve	1	EA	\$9,200	\$9,200
18.	Hydroseeding	314,200	SF	\$0.14	\$44,000
Mangement / Environmental / Engineering					\$3,750,900
1.	Administration			5%	\$468,900
2.	Planning			3%	\$281,300
3.	Environmental and Permitting			5%	\$468,900
4.	Geotechnical Engineering			2%	\$187,600
5.	Surveying and Civil Engineering			10%	\$937,700
6.	Construction Management and Inspection			12%	\$1,125,200
7.	Mitigation			3%	\$281,300
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$2,625,500
Project Totals					\$15,753,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					CUTOFF WALL
ID 7					STA 388+00 TO STA 518+50
Construction					\$21,461,200
1.	Mobilization			10%	\$1,899,300
2.	Erosion Control			3%	\$569,800
3.	Clearing and Grubbing	27.3	AC	\$2,700	\$73,800
4.	Degrade Existing Levee (1/3 Height)	66,100	CY	\$14	\$925,400
5.	Soil-Bentonite (SB) Cutoff Wall	760,800	SF	\$11	\$8,368,800
6.	Temporary Cap (Double Handle)	23,300	CY	\$14	\$326,200
7.	Imported Engineered Fill	277,000	TN	\$25	\$6,925,000
8.	Class 2 Aggregate Base	9,900	TN	\$45	\$445,500
9.	Reconstruct Existing 4" Pipe	1	EA	\$45,700	\$45,700
10.	Reconstruct Existing 6" Pipe	2	EA	\$52,300	\$104,600
11.	Reconstruct Existing 10" Pipe	2	EA	\$71,900	\$143,800
12.	Reconstruct Existing 12" Pipe	5	EA	\$78,400	\$392,000
13.	Reconstruct Existing 14" Pipe	2	EA	\$98,000	\$196,000
14.	Reconstruct Existing 16" Pipe	3	EA	\$104,500	\$313,500
15.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
16.	Reconstruct Existing 36" Pipe	1	EA	\$261,200	\$261,200
17.	Air Release Valve	17	EA	\$2,700	\$45,900
18.	4" Valve	1	EA	\$2,000	\$2,000
19.	6" Valve	2	EA	\$2,700	\$5,400
20.	10" Valve	2	EA	\$4,000	\$8,000
21.	12" Valve	5	EA	\$5,300	\$26,500
22.	14" Valve	2	EA	\$9,200	\$18,400
23.	16" Valve	3	EA	\$11,100	\$33,300
24.	20" Valve	1	EA	\$23,600	\$23,600
25.	36" Valve	1	EA	\$71,900	\$71,900
26.	Hydroseeding	796,000	SF	\$0.14	\$111,500
Mangement / Environmental / Engineering					\$8,584,900
1.	Administration			5%	\$1,073,100
2.	Planning			3%	\$643,900
3.	Environmental and Permitting			5%	\$1,073,100
4.	Geotechnical Engineering			2%	\$429,300
5.	Surveying and Civil Engineering			10%	\$2,146,200
6.	Construction Management and Inspection			12%	\$2,575,400
7.	Mitigation			3%	\$643,900
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$6,000,000
Project Totals					\$36,056,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT					LEVEE RAISE
ID 8					STA 570+00 TO STA 822+80
Construction					\$13,277,500
1.	Mobilization			3%	\$375,800
2.	Erosion Control			3%	\$375,800
3.	Clearing and Grubbing	43.6	AC	\$2,700	\$117,800
4.	Imported Engineered Fill	350,900	TN	\$25	\$8,772,500
5.	Floodwall (3' tall)	1,300	LF	\$164	\$213,200
6.	Class 2 Aggregate Base	19,300	TN	\$45	\$868,500
7.	Reconstruct Existing 12" Pipe	3	EA	\$78,400	\$235,200
8.	Reconstruct Existing 16" Pipe	1	EA	\$104,500	\$104,500
9.	Reconstruct Existing 18" Pipe	4	EA	\$111,000	\$444,000
10.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
11.	Reconstruct Existing 48" Pipe	1	EA	\$391,700	\$391,700
12.	Air Release Valve	10	EA	\$2,700	\$27,000
13.	12" Valve	3	EA	\$5,300	\$15,900
14.	16" Valve	1	EA	\$11,100	\$11,100
15.	18" Valve	4	EA	\$18,300	\$73,200
16.	20" Valve	1	EA	\$23,600	\$23,600
17.	48" Valve	1	EA	\$111,000	\$111,000
18.	Encroachment Removal	31	EA	\$13,100	\$406,100
19.	Encroachment Modification	3	EA	\$130,600	\$391,800
20.	Hydroseeding	1,390,400	SF	\$0.14	\$194,700
Management / Environmental / Engineering					\$5,311,300
1.	Administration			5%	\$663,900
2.	Planning			3%	\$398,400
3.	Environmental and Permitting			5%	\$663,900
4.	Geotechnical Engineering			2%	\$265,600
5.	Surveying and Civil Engineering			10%	\$1,327,800
6.	Construction Management and Inspection			12%	\$1,593,300
7.	Mitigation			3%	\$398,400
Real Estate					\$673,400
1.	Land Valuation (Agricultural)	8.6	AC	\$32,700	\$281,600
2.	Easement Acquisition	6	EA	\$65,300	\$391,800
Contingency (20%)					\$3,352,500
Project Totals					\$23,115,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 9					CUTOFF WALL STA 703+00 TO STA 741+30
Construction					\$4,241,300
1.	Mobilization			10%	\$375,400
2.	Erosion Control			3%	\$112,600
3.	Degrade Existing Levee (1/3 Height)	35,500	CY	\$14	\$497,000
4.	Soil-Bentonite (SB) Cutoff Wall	287,500	SF	\$11	\$3,162,500
5.	Temporary Cap (Double Handle)	6,700	CY	\$14	\$93,800
6.	Imported Engineered Fill	0	TN	\$25	\$0
Management / Environmental / Engineering					\$1,696,900
1.	Administration			5%	\$212,100
2.	Planning			3%	\$127,300
3.	Environmental and Permitting			5%	\$212,100
4.	Geotechnical Engineering			2%	\$84,900
5.	Surveying and Civil Engineering			10%	\$424,200
6.	Construction Management and Inspection			12%	\$509,000
7.	Mitigation			3%	\$127,300
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$1,187,700
Project Totals					\$7,126,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 10					CUTOFF WALL STA 781+00 TO STA 799+50
Construction					\$1,967,700
1.	Mobilization			10%	\$174,200
2.	Erosion Control			3%	\$52,300
3.	Degrade Existing Levee (1/3 Height)	17,300	CY	\$14	\$242,200
4.	Soil-Bentonite (SB) Cutoff Wall	132,200	SF	\$11	\$1,454,200
5.	Temporary Cap (Double Handle)	3,200	CY	\$14	\$44,800
6.	Imported Engineered Fill	0	TN	\$25	\$0
Management / Environmental / Engineering					\$787,400
1.	Administration			5%	\$98,400
2.	Planning			3%	\$59,100
3.	Environmental and Permitting			5%	\$98,400
4.	Geotechnical Engineering			2%	\$39,400
5.	Surveying and Civil Engineering			10%	\$196,800
6.	Construction Management and Inspection			12%	\$236,200
7.	Mitigation			3%	\$59,100
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$351,100
Project Totals					\$3,307,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 11		LEVEE RAISE @ WALTHALL SLOUGH STA 822+80 TO STA 853+96			
Construction					\$757,000
1.	Mobilization			3%	\$21,500
2.	Erosion Control			3%	\$21,500
3.	Clearing and Grubbing	5.3	AC	\$2,700	\$14,400
4.	Imported Engineered Fill	16,700	TN	\$25	\$417,500
5.	Class 2 Aggregate Base	2,400	TN	\$45	\$108,000
6.	Reconstruct Existing 20" Pipe	1	EA	\$124,100	\$124,100
7.	Air Release Valve	1	EA	\$2,700	\$2,700
8.	20" Valve	1	EA	\$23,600	\$23,600
9.	Hydroseeding	168,900	SF	\$0.14	\$23,700
Mangement / Environmental / Engineering					\$303,200
1.	Administration			5%	\$37,900
2.	Planning			3%	\$22,800
3.	Environmental and Permitting			5%	\$37,900
4.	Geotechnical Engineering			2%	\$15,200
5.	Surveying and Civil Engineering			10%	\$75,700
6.	Construction Management and Inspection			12%	\$90,900
7.	Mitigation			3%	\$22,800
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$212,100
Project Totals					\$1,273,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT		LEVEE RAISE & SEEPAGE BERM @ DRYLAND LEVEE			
ID 12		STA 853+96 TO STA 908+60			
Construction					\$8,717,600
1.	Mobilization			3%	\$246,800
2.	Erosion Control			3%	\$246,800
3.	Traffic Control	1	LS	\$65,300	\$65,300
4.	AC Pavement Repairs	20,000	SF	\$14	\$280,000
5.	Clearing and Grubbing	50.9	AC	\$2,700	\$137,500
6.	Imported Engineered Fill	144,300	TN	\$25	\$3,607,500
7.	Drain Rock Material	51,900	TN	\$45	\$2,335,500
8.	Sand Filter Material	13,000	TN	\$45	\$585,000
9.	Filter Fabric	481,600	SF	\$0.66	\$317,900
10.	Class 2 Aggregate Base	4,100	TN	\$45	\$184,500
11.	Encroachment Modification	1	EA	\$130,600	\$130,600
12.	Hydroseeding	1,067,300	SF	\$0.14	\$149,500
13.	Quarry Stone Riprap	7,300	TN	\$59	\$430,700
Mangement / Environmental / Engineering					\$3,487,400
1.	Administration			5%	\$435,900
2.	Planning			3%	\$261,600
3.	Environmental and Permitting			5%	\$435,900
4.	Geotechnical Engineering			2%	\$174,400
5.	Surveying and Civil Engineering			10%	\$871,800
6.	Construction Management and Inspection			12%	\$1,046,200
7.	Mitigation			3%	\$261,600
Real Estate					\$960,900
1.	Land Valuation (Agricultural)	19.4	AC	\$32,700	\$634,400
2.	Easement Acquisition	5	EA	\$65,300	\$326,500
Contingency (20%)					\$3,683,200
Project Totals					\$15,800,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 13				EROSION REPAIRS STA 0+00 TO STA 908+60	
Construction					\$7,327,000
1.	Mobilization			3%	\$207,400
2.	Erosion Control			3%	\$207,400
3.	Clearing and Grubbing	34.0	AC	\$2,700	\$91,800
4.	Quarry Stone Riprap	115,600	TN	\$59	\$6,820,400
Mangement / Environmental / Engineering					\$2,931,200
1.	Administration			5%	\$366,400
2.	Planning			3%	\$219,900
3.	Environmental and Permitting			5%	\$366,400
4.	Geotechnical Engineering			2%	\$146,600
5.	Surveying and Civil Engineering			10%	\$732,700
6.	Construction Management and Inspection			12%	\$879,300
7.	Mitigation			3%	\$219,900
Real Estate					\$0
1.	Land Valuation (Agricultural)	0.0	AC	\$32,700	\$0
2.	Easement Acquisition	0	EA	\$65,300	\$0
Contingency (20%)					\$2,051,700
Project Totals					\$12,310,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT ID 14		RIGHT-OF-WAY ACQUISITION (EXISTING DEFICIENCIES) STA 0+00 TO STA 908+60			
Real Estate					\$13,476,200
1.	Land Valuation (Agricultural)	40.7	AC	\$32,700	\$1,330,900
2.	Land Valuation (Residential)	3.0	AC	\$326,400	\$979,200
3.	Land Valuation (Commercial)	1.0	AC	\$326,400	\$326,400
4.	Improvement Valuation (Residential)	15	EA	\$195,900	\$2,938,500
5.	Easement Acquisition	113	EA	\$65,300	\$7,378,900
6.	Easement Acquisition (Oak Shores)	1	EA	\$522,300	\$522,300
Contingency (20%)					\$2,700,000
Project Totals					\$16,172,000

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY
 MOSSDALE TRACT AREA
 URBAN FLOOD RISK REDUCTION PROJECT
 SAN JOAQUIN COUNTY, CALIFORNIA**

**2023 OPINION OF PROBABLE COSTS
 DETAILS OF PROPOSED IMPROVEMENTS**

Item	Description	Qty	Unit	Unit Price	Total
PROJECT				DRYLAND LEVEE EXTENSION	
ID 15				STA 908+60 TO STA 1030+53	
Construction					\$29,504,900
1.	Mobilization			3%	\$835,100
2.	Erosion Control			3%	\$835,100
3.	Traffic Control	1	LS	\$159,400	\$159,400
4.	AC Pavement Repairs	70,000	SF	\$14	\$980,000
5.	Clearing and Grubbing	80.8	AC	\$6,700	\$541,700
6.	Excavate Levee Keyway	32,600	CY	\$14	\$456,400
7.	Imported Engineered Fill	781,600	TN	\$25	\$19,540,000
8.	Drain Rock Material	58,100	TN	\$45	\$2,614,500
9.	Sand Filter Material	14,600	TN	\$45	\$657,000
10.	Filter Fabric	391,700	SF	\$0.66	\$258,600
11.	Class 2 Aggregate Base	9,300	TN	\$45	\$418,500
12.	Encroachment Removal	2	EA	\$66,500	\$133,000
13.	Encroachment Modification	3	EA	\$130,600	\$391,800
14.	Relocate Ditch	9,100	LF	\$14	\$127,400
15.	Hydroseeding	1,761,100	SF	\$0.14	\$246,600
16.	Quarry Stone Riprap	22,200	TN	\$59	\$1,309,800
Management / Environmental / Engineering					\$11,802,200
1.	Administration			5%	\$1,475,300
2.	Planning			3%	\$885,200
3.	Environmental and Permitting			5%	\$1,475,300
4.	Geotechnical Engineering			2%	\$590,100
5.	Surveying and Civil Engineering			10%	\$2,950,500
6.	Construction Management and Inspection			12%	\$3,540,600
7.	Mitigation			3%	\$885,200
Real Estate					\$4,140,900
1.	Land Valuation (Agricultural)	82.7	AC	\$32,700	\$2,704,300
2.	Easement Acquisition	22	EA	\$65,300	\$1,436,600
Contingency (20%)					\$9,588,800
Project Totals					\$54,538,000

APPENDIX B:

**SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 22-07:
RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE
AGENCIES TO FINALIZE THE MOSSDALE TRACT URBAN LEVEL OF FLOOD
PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND AUTHORIZING THE
EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT
*(EXCLUDING THE FINAL NEXUS STUDY UPDATE)***

**AMENDED AGREEMENT FOR COLLECTION OF SAN JOAQUIN AREA FLOOD
CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
PROTECTION DEVELOPMENT IMPACT FEE *(PARTIAL EXECUTION COPY)***

DEVELOPMENT IMPACT FEE PROGRAM SUPPORTING TABLES

Reso 22-07 SJAFCA Resolution Adopting Regional Impact Fee Program B1

Agmt Amended Collection Agreement for Regional Impact Fee B3

Table B1 Development Fee Summary B20

Table B2 Total Development Impact Fee Revenue Estimate B21

Table B3 Development Impact Fee Revenue Estimate - Single Family B22

Table B4 Development Impact Fee Revenue Estimate – Multifamily B23

Table B5 Development Impact Fee Revenue Estimate – Commercial B24

Table B6 Development Impact Fee Revenue Estimate – Industrial B25

Table B7 Creditable Pre-Project Expenditures B26

RESOLUTION NO. SJAFCA 22-07

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY



RESOLUTION DIRECTING STAFF TO WORK WITH THE MEMBER LAND USE AGENCIES TO FINALIZE THE MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE UPDATE AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED COLLECTION AGREEMENT

WHEREAS, in November 2018 the SJAFCA Board of Directors approved the Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Program ("Impact Fee Program") Nexus Study and authorized the execution of a collection agreement for said program with its member land use agencies; and


WHEREAS, since the approval of the Impact Fee Program Nexus Study, several key factors reflected in the Nexus have changed including changes to the overall costs of the levee improvement program, the approach to financing the improvements and projections of development upon which the Nexus Study apportions the cost necessitating and update to the Nexus Study and associated collection agreement; and

WHEREAS, SJAFCA now desires to work with its member Land Use Agencies to implement an update to the Impact Fee Program.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY, AS FOLLOWS:


1. The SJAFCA Board of Directors hereby directs staff to work with the member Land Use Agencies to finalize for adoption by the member land use agencies the Draft Mosssdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee - Nexus Study Update Dated February 23, 2022 attached hereto as **Exhibit 1**.
2. The Development Fee will be collected by the Land Use Agencies in accordance with an Amended Agreement for Collection of San Joaquin Area Flood Control Agency Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee. The Board authorizes the Executive Director, after consultation with Agency Counsel, to execute a collection agreement substantially in the form attached hereto as **Exhibit 2**.

PASSED, APPROVED AND ADOPTED this 17th day of March 2022.



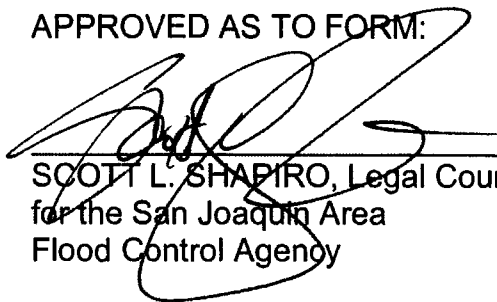
DAN WRIGHT, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

AMENDED AGREEMENT FOR COLLECTION OF
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF
FLOOD PROTECTION DEVELOPMENT IMPACT FEE

This Agreement for Collection of San Joaquin Area Flood Control Agency Mosssdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("Agreement") is made and entered into on the date it is effective pursuant to Section 12 by and among the following parties:

- a. City of Stockton, hereinafter referred to as "Stockton";
- b. County of San Joaquin, hereinafter referred to as "County";
- c. City of Lathrop, hereinafter referred to as "Lathrop;"
- d. City of Manteca, hereinafter referred to as "Manteca," and,
- e. The San Joaquin Area Flood Control Agency, herein referred to as "SJAFCA."

A signatory to this Agreement is referred to herein as a Party, and collectively each Party is referred to as the Parties.

RECITALS

WHEREAS, in January of 2018, Stockton, the County, the San Joaquin County Flood Control and Water Conservation District ("SJCFWCWD"), Lathrop, and Manteca executed an Amended and Restated Joint Exercise of Powers Agreement ("JEPA") to reform the San Joaquin Area Flood Control Agency ("Agency") with a common goal of expanding the Agency to allow a coordinated effort to reduce flood risk in the Mosssdale Tract Area (the "Program").

WHEREAS, SJAFCA, through certain state legislation and through the execution of the Amended and Restated Joint Exercise of Powers Agreement, has legal authority to prescribe, revise and collect fees as a condition of development of land (JEPA Section 7.m) for the purpose of assisting in the financing of flood control facilities, including the authority to make such fees applicable to development of land within the County, Stockton, Lathrop, and Manteca (collectively, "the Land Use Agencies").

WHEREAS, SJAFCA exercised this authority for the purpose of assisting in the financing of levee improvements and related flood risk reduction measures necessary to provide at least a 200-year level of flood protection to lands within the 200-year floodplain along the San Joaquin River in the Mossdale Tract Area ("Program Area") and to thereby offset the increase in damageable property that is placed in the levee protected floodplain as new development occurs in this area.

WHEREAS, SJAFCA prepared a Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee Nexus Study ("Nexus Study") dated November 8, 2018 that described and determined the applicable Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee ("DIF").

WHEREAS, SJAFCA has now prepared an updated Nexus Study, dated February 23, 2022, that again describes and determines an updated DIF.

WHEREAS, each of the Parties has adopted or will adopt the updated Nexus Study which creates an updated DIF for the Program Area.

WHEREAS, SJAFCA has requested that the Land Use Agencies, as a condition of issuance of a building permit for new development in the Program Area, as shown on Figure 1 in the Nexus Study, that is within each of the Land Use Agency's land use authority, collect and transmit to SJAFCA the updated DIF for the development project for which such building permit is to be issued.

WHEREAS, the Land Use Agencies are willing and desire to collect the DIF and to transmit the DIF to SJAFCA, and the Land Use Agencies and SJAFCA desire to set forth the standards applicable to the collection of the DIF.

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Parties hereto agree as follows:

1. Incorporation of Recitals. The above recitals are incorporated in this Agreement by reference.

2. Collection and Transmission of DIF. Commencing with the effective date of the updated DIF, the Land Use Agencies shall collect the updated DIF as a condition of issuance of a building permit for any building, for which a building permit is required, located in the Program Area. The Land Use Agencies shall transmit to SJAFCA all amounts of the DIF that have been collected, minus the hold-back processing fee for the Land Use Agencies adopted pursuant to the Nexus Study. The methodology for computing the DIF, together with other procedural criteria, are specified in the Nexus Study.

3. Deposit of DIF. SJAFCA shall maintain a separate capital facilities account into which the Land Use Agencies shall, at least quarterly, deposit the DIF funds collected by the Land Use Agencies. Any interest earned on the DIF while held by the Land Use Agency shall also be deposited by the Land Use Agency.

4. Periodic Update of the DIF. SJAFCA shall promptly notify the Land Use Agencies of any necessary adjustments to the DIF to be made by the Parties from time to time.

5. Application of Fee Crediting and Reimbursement Policies. The Parties agree that in order to have a fair application of this Agreement, the DIF and the funds it will generate within each Land Use Agency, it is necessary to agree to principles which will be applied by any Land Use Agency when certain conditions occur. In such cases, the Land Use Agencies agree to apply the principles contained in Exhibit B to Collection Agreement. The relevant conditions are as follows:

- a. The Land Use Agency has previously collected funds pursuant to a funding agreement with a developer in advance of when the fee would otherwise be due pursuant to the DIF Resolution and the funds are to be used to plan, design, and/or construct a portion of the Program; or,
- b. The Land Use Agency has entered into an agreement with a developer to plan, design and/or construction a portion of the Program; or,
- c. The Land Use Agency itself has funded the planning, design and/or construction a portion of the Program.

6. Refunds. In the event that a Land Use Agency collects the DIF or a portion of the DIF in error, the Land Use Agency will recalculate the correct DIF amount, process a refund to the customer, if necessary, and notify SJAFCA of this action. SJAFCA shall promptly refund any amount due to the Land Use Agency as a result of such error, or upon request of the Land Use Agency shall work with the Land Use Agency to true-up amounts owing in conjunction with the Land Use Agency forwarding future DIFs. In the event that a Land Use Agency requests that SJAFCA process a refund due to a building permit expiring without construction taking place, SJAFCA shall promptly process such refund to the Land Use Agency minus any costs incurred by SJAFCA in processing such refund.

7. Payment of DIF under Protest. Pursuant to Title 7, Division 1, Chapter 9 of the California Government Code, commencing with §66020, any aggrieved landowner shall be entitled to pay the applicable DIF to a Land Use Agency under protest. The protest procedures set forth therein shall apply to the DIF paid under protest.

8. Appeal. SJAFCA's Board of Directors shall hear all appeals for waiver or reduction in SJAFCA's DIF. The Board of Directors may adopt such policies as it wishes for the processing of the appeal and shall have the sole authority to grant or deny the

appeal. Within 5 business days following the final action of its Board of Directors regarding an appeal, SJAFCA shall notify the affected Land Use Agency in writing of its determination.

9. Compensation of Land Use Agencies. In consideration for collecting the DIF and consistent with the hold-back provided for in Section 2, SJAFCA shall reimburse the Land Use Agencies for their cost of time and materials for calculating, reporting, collecting, and processing functions. Such costs shall include the time and materials expended by, but not limited to, employees of the relevant Community Services Department, the Auditor-Controller's department, the Land Use Agencies' administrative office, and the information technology department. The Parties agree that a charge of 3% of the DIF is a reasonable estimate of the Land Use Agencies' cost of time and materials for calculating, reporting, collecting, and processing of the DIF. Each Land Use Agency and SJAFCA may agree to a different amount that reflects the Land Use Agency's actual cost of collection by executing a letter agreement without the need to amend this Agreement.

10. Relationship to Enhanced Infrastructure Financing District.

The Parties acknowledge that as a separate action, the Land Use Agencies are also collaborating on the creation of an enhanced infrastructure financing district ("EIFD") which will collect funds from a portion of property taxes paid in the Program Area to also fund, in addition to the DIF, levee improvements protecting the Program Area. For the EIFD, the Land Use Agencies have agreed that the County will contribute a larger share of EIFD payments for an initial period, in exchange for the County receiving priority repayment of some of those funds from the DIF collected under this Agreement. Attached hereto as Exhibit A are the key terms showing the mechanism of such priority repayment and each of the Land Use Entities agrees to such priority repayment.

11. Indemnification.

a. Except as provided in Section 11.b., SJAFCA agrees to indemnify, hold harmless and defend the Land Use Agencies, their Board of Supervisors or City

Council, officers, directors, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any action taken by the Land Use Agencies to collect the DIF and/or their performance of the obligations of this Agreement. This indemnification shall extend and apply to any claim, demand, or litigation pertaining to the lawfulness or validity of the SJAFCA DIF.

b. Each Land Use Agency agrees to indemnify, hold harmless and defend SJAFCA, its Board of Director, officers, agents and employees from and against any and all demands, liabilities, claims, actions, costs, damages, losses, litigation or expenses (including attorney's fees) arising out of or in any way related to, directly or indirectly, any criminal, reckless, or wrongful action taken by the Land Use Agency or its employees in the collection or processing of the DIF.

12. Notices. Notice to be provided to any Party to this Agreement arising out of matters pertaining to this Agreement shall be addressed as follows:

For County and SJCFCWCD:

San Joaquin County Department of Public Works
ATTN: Public Works Director
P.O. Box 1810
Stockton, California 95201

For City of Lathrop:

City of Lathrop
ATTN: Teresa Vargas, City Clerk
390 Towne Centre Drive
Lathrop, CA 95330

For City of Manteca:

City of Manteca
ATTN: City Clerk

1001 W. Center Street
Manteca, CA 95337

For City of Stockton:

City of Stockton Community Development Department
ATTN: Community Development Director
424 N. El Dorado Street
Stockton, CA 95202

Any party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other Parties, which shall be effective upon receipt.

13. Term. This Agreement shall be effective as to SJAFCA and any Land Use Agency, once SJAFCA and the Land Use Agency both execute this Agreement and also adopt the DIF, and shall be effective as to each additional Land Use Agency once this Agreement is executed by that Land Use Agency and the DIF is adopted, and shall end when either (i) SJAFCA terminates the Agreement in accordance with Section 14, or (ii) all adopting Land Use Agencies have terminated the Agreement in accordance with Section 14.

14. Withdrawal from Agreement. Any Land Use Agency that has executed this Agreement, or SJAFCA, may withdraw from this Agreement by giving the other Parties at least six (6) months written notice of withdrawal. In the event of withdrawal by a Land Use Agency, that Land Use Agency shall, within 10 days of effective withdrawal, cause to be deposited into SJAFCA's separate capital facilities account all DIF funds collected prior to withdrawal.

15. Modifications. This Agreement contains the entire understanding of the Parties and no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by all Parties. Waiver by any Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

16. Governing Laws and Jurisdiction. This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in the Superior Court of San Joaquin County, California.

17. Assignment; Binding on Successors. The rights and duties of the Parties may not be assigned or delegated without the written consent of all other Parties. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Parties hereto, respectively. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Agency then in effect.

18. Interpretation. This Agreement shall be deemed to have been prepared equally by all of the Parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one Party on the basis that another Party prepared it.

19. Entire Agreement. This Agreement constitutes the entire contract between the Parties regarding the collection, deposit, and reporting of the DIF. Any prior agreements, regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

20. Severability. Should any part, term or provision of this Agreement be decided by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

21. Duplicate Counterparts. This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by SJAFCA and at least one of the Land Use Agencies.

22. Interpretation. For purposes of this Agreement, references to "he" shall mean and include "she," references to "him" shall mean and include "her," and references to "his" shall mean and include "hers."

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above-written.

COUNTY OF SAN JOAQUIN
a political subdivision of the State of California

CITY OF STOCKTON,
a municipal Corporation

By: 
Jerome Wilverding
County Administrator

By: _____

ATTEST:

ATTEST:

Clerk of the Board of Supervisors
of the County of San Joaquin,
State of California


Clerk of the City of Stockton

By: _____
RACHÉL DeBORD
Deputy Clerk

By: _____


RECOMMENDED FOR APPROVAL:

APPROVED AS TO FORM

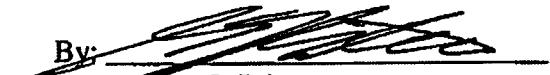
By: 
FRITZ BUCHMAN, C.E. T.E., CFM
Interim Director of Public Works

By: _____


APPROVED AS TO FORM:

By: 
Matthew Dacey
Deputy County Counsel

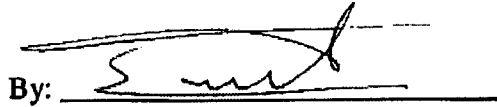
CITY OF LATHROP,
a municipal Corporation

By: 
Stephen J. Salvatore
City Manager

ATTEST:
Clerk of the City of Lathrop

By: 
Teresa Vargas
City Clerk

APPROVED AS TO FORM:

By: 
Salvador Navarrete
City Attorney

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

By: 
CHRIS ELIAS
Executive Director

CITY OF MANTECA,
a municipal Corporation

By: _____
Title:


ATTEST:
Clerk of the City of Manteca

By: _____
Title:

APPROVED AS TO FORM:

By: _____
Title:

APPROVED AS TO FORM:

By: 
SCOTT L. SHAPIRO
Agency Counsel

CITY OF LATHROP,
a municipal Corporation

CITY OF MANTEGA,
a municipal Corporation

By: _____

By: *[Signature]*

Title:

Title: *Interim City Manager*

ATTEST:

ATTEST:

Clerk of the City of Lathrop

Clerk of the City of Manteca

By: _____

By: *[Signature]*

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: *[Signature]*

Title:

Title: *City Attorney*

SAN JOAQUIN AREA FLOOD CONTROL
AGENCY

APPROVED AS TO FORM:

By: _____
CHRIS ELIAS
Executive Director

By: _____
SCOTT L. SHAPIRO
Agency Counsel

EXHIBIT A

SAN JOAQUIN AREA FLOOD CONTROL AGENCY MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION DEVELOPMENT IMPACT FEE

Key Terms Related to the Repayment of EIFD Payments to Land Use Entities from Impact Fees

1. Development Impact Fees "Impact Fees" collected after the Initial Years (ending in 2029), would be paid to each jurisdiction to help offset the general fund impacts associated with debt service requirements of the EIFD, subject first to priority reimbursement of "County Additional EIFD Contributions," as defined below. (i.e., the Impact Fees would be directly paid to the County until they have fully repaid the cumulative County Additional EIFD Contributions. After that repayment, Impact Fees would be used to offset the agencies' impacts to their respective general funds from prior EIFD property tax allocations, the "Impact Fee Offset," as further described below).

2. During the Initial Years, the following EIFD funding participation is proposed:
 - a) San Joaquin County proposed to contribute a total flat rate of 47% of property tax increment, comprised of its Initial Base Rate plus an additional 37% of property tax increment, with such additional amount defined as "County Additional EIFD Contribution".
 - b) Cities will each provide their respective Initial Base Rates.

3. Following the Initial Years, the following EIFD Funding participation and other financial arrangements are proposed:
 - a) The Initial Base Rates would no longer apply and all agencies, including the County, would provide proportional EIFD contributions (i.e., the same percentage rate of total tax increment) to meet the debt service needs of any debt issued and secured by EIFD revenues subject to the Maximum Rate (20%) of total property tax increment. The contributions provided after the Initial Years would be subject to the Maximum Rate and are defined as the "Post Project Annual Contribution."
 - b) The cumulative County Additional EIFD Contribution shall be repaid to the County using Impact Fees. County to receive 100% of Impact Fees until the cumulative Additional County EIFD Contribution is repaid with interest compounded quarterly on at the annual County Pooled Treasury Rate for that quarter plus 200 basis points.

- c) Following retirement of the cumulative County Additional EIFD Contribution with interest from Impact Fees, the Impact Fee Offset would be implemented as follows. All Impact Fees received by SJAFCA after repayment to the County would be allocated and paid to the Cities and the County to offset prior general fund impacts of previous EIFD contributions. The proportionate share of the cumulative total of each participating agency's Initial Contributions and Post Project Annual Contributions are defined as each agency's "Base EIFD Share." DIF revenues would be paid to each Agency based on its Base EIFD Share.
- d) The duration (i.e., term) of Impact Fee Offset payments is yet to be determined. The term will be finalized during the process of updating the SJAFCA Mossdale ULOP Program Impact Fee Nexus Study. As part of the Impact Fee Update process, the Member Agencies will have an opportunity to weigh in on duration of the impact fee program.

EXHIBIT B
FEE CREDITING PRINCIPLES

EXHIBIT B
SAN JOAQUIN AREA FLOOD CONTROL AGENCY
MOSSDALE TRACT AREA REGIONAL URBAN LEVEL OF FLOOD PROTECTION
~~LEVEE IMPACT FEE CREDIT & REIMBURSEMENT POLICIES~~

UNDERLYING ASSUMPTIONS

The following are the underlying assumptions that predicate the establishment of credits and reimbursements:

- All funding, in-kind services, or construction of facilities in furtherance of providing an Urban Level of Flood Protection to Mossdale Tract Area, "Prior Advance Funding," was provided in advance of the Reclamation District 17 Interim Levee Impact Fee (Interim Levee Fee) and San Joaquin Area Flood Control Agency (SJAFC) Regional Levee Fee (Regional DIF) (collectively, the Levee Fee) on behalf of development projects will be identified by the tables in a "Credit & Reimbursement Analysis," to be prepared by SJAFC.
- All Prior Advance Funding of the Levee Fee will be proportionately allocable to the individual tract maps/phases/units/villages in projects based upon a project's gross developable acreage.
- Development within a project is assumed to have an obligation to fund levee improvements for all undeveloped gross developable acreage as of April 7, 2017 in Lathrop and April 22, 2017 in Manteca, the effective dates of the Interim Fees adopted by Lathrop and Manteca.
- Units within a project are assumed to have been previously absorbed if a permit for the unit has been applied for before January 8, 2019, the effective date of SJAFC's Regional DIF.
- The Levee Fee obligation for all remaining developable acreage in a project absorbed before January 8, 2019 are the Initial Fee Rates as identified in the November 8, 2018, Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Nexus Study as adopted by SJAFC Resolution ____-18 on November 8, 2018 (reference Table 1 of that Nexus Study).
- The credit for Prior Advance Funding will be expressed in terms of GDAs and will be determined by taking the amount of prior advance funding and dividing it by the Initial Fee Rates per GDA. The amount of GDA credit will be set by this methodology and will not be recalculated in the future by the escalating fee rate.
- All permits that have previously been applied for before January 8, 2019, (i.e., absorbed) are assumed to have been fully funded with credit from prior advance funding and no additional Levee Fees will be required to be paid for these units.
- For multiple projects that are being developed by a common landowner, if one project is determined to have advance funded Levee Fees in excess of its obligation and is due a reimbursement, the reimbursement will be applied and added to the credit of the next project currently underway with the consent of the landowner.

CREDITING POLICY FOR PRIOR ADVANCE FUNDING

The Crediting Policy will allow for the use of the accumulated credit on a proportionate basis as the remainder of a project is developed. The basis for the proportionality will be the ratio of Remaining Credit Acreage to Total Remaining Acres to be developed.

- **“Remaining Credit Acreage”** will be defined as the credit accumulated by the prior advance funding less the amount of credit utilized by units that have been absorbed prior to January 8, 2019.
- **“Total Remaining Acres”** to be developed will be defined as the difference between the total developable GDAs in a project and the amount of acres absorbed before January 9, 2019, or as subsequently revised by the Land Use Agency and the Landowner.

Use of Prior Advance Funding Credit

As homes and/or projects are constructed by permits applied for after January 9, 2019, the landowner will fund a portion of the Levee Fee based on the relative proportionality between the remainder of a project not able to be funded from the Remaining Credit Acreage and the Total Remaining Acres left in the project after all previously absorbed units.

To implement this policy, the Land Use Agency will calculate this remaining amount of the Levee Fee due as the Individual building permits are issued for units to be constructed in the project. Collection of the Levee Fee can be deferred consistent with any adopted fee deferral program by the Land Use agency.

CREDITING POLICY FOR CONSTRUCTION OF FACILITIES

Any Developer constructed facilities will be constructed pursuant to an agreement entered into between the Land Use Agency and SJAFCA. The agreement will specify the maximum amount of credit that will be afforded for the construction of the facility which will be the lesser of the estimated cost of the facility which was the basis for the development fee program or the Developer's actual construction cost (“Constructed Facilities Funding Credit”). Constructed Facilities Funding Credit will be documented and provided when a completed facility is accepted by the appropriate entity.

Use of Constructed Facilities Funding Credit

Use of Constructed Facilities Funding Credit will be consistent with the “Use of Advance Funding Credit” described above.

REIMBURSEMENT POLICY FOR PRIOR ADVANCE FUNDING

For Development Projects due a reimbursement as a result of funding in excess of a Project's Levee Impact Fee Obligation

The reimbursement policy will be consistent with the following underlying principles.

- Reimbursements will be only be paid from levee impact fees collected from other development projects.
- No reimbursements should be paid to a party advancing funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.

- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- ~~The Board should consider the timing of repayment of capital to those investing in the levee improvement program.~~

For Land Use Agencies due a reimbursement as a result of funding provided to advance the Levee Improvement Program in advance of January 1, 2018

The reimbursement policy will be consistent with the following underlying principles.

- No reimbursements should be paid from development fees to a land use agency that advanced funds into the levee improvement program until all levee improvement project costs are paid and the levee improvement program has been completed and certified, unless otherwise determined by SJAFCA that payment of such reimbursements is financially feasible and legally defensible by SJAFCA.
- The Board should make decisions that consider the impact to the Project and the services provided to SJAFCA beneficiaries at large.
- The Board should make decisions that consider the proportionality of the investment made into the levee improvement program.
- The Board should consider the timing of repayment of capital to those investing in the levee improvement program.

For Land Use Agencies due repayment pursuant to the Interim Seed Money Funding Agreement dated June 12, 2018

- Repayment will be made consistent with Section 6 of that Agreement.

Table B-1
Mossdale Tract: 2024 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Fee Rate Summary

Fee Rate Summary (Current Adopted)					
Land Use	Cost Share Per Acre	Administrative Fee	Fee Rate Per Acre	<i>Demonstrative Purposes Only</i>	
				Units / 1,000 Building Sq Ft Per Acre	Fee Rate per Unit / 1,000 Building Sq Ft
Reference	[1]	3%			[2]
Single-Family	\$23,217	\$23,217	\$23,217	5.86	\$3,959
Multifamily	\$21,726	\$21,726	\$21,726	18.89	\$1,150
Commercial	\$21,968	\$21,968	\$21,968	12.21	\$1,800
Industrial	\$17,207	\$17,207	\$17,207	15.55	\$1,106

[1] Regional Development Impact Fee Rates for FY 24/25.

[2] Single-Family and Multifamily shown in units; Commercial and Industrial shown in 1,000's of square feet.

[3] The Development Impact Fee will escalate annually based on the Engineering News Record's Construction Cost Index 20-City Average (ENR CCI) for the most recent December bears to the December 2018 index.

Table B-2
Mossdale Tract: 2024 Financing Plan
Updated Regional Development Fee Revenue Analysis
Total Development Impact Fee Revenue Estimate

Revenue by Land Use						
Year	Single Family	Multifamily	Commercial	Industrial	Increase Factor [1] 0%	Total Fee Revenue [1]
	<i>Table B-3</i>	<i>Table B-4</i>	<i>Table B-5</i>	<i>Table B-6</i>		
2016	N/A	N/A	N/A	N/A	N/A	\$ 0
2017	N/A	N/A	N/A	N/A	N/A	\$ 0
2018 [2]	N/A	N/A	N/A	N/A	N/A	\$ 826,986
2019 [3]	N/A	N/A	N/A	N/A	N/A	\$ 1,888,567
2020 [4]	N/A	N/A	N/A	N/A	N/A	\$ 1,368,391
2021 [5]	N/A	N/A	N/A	N/A	N/A	\$ 4,829,607
2022 [6]	N/A	N/A	N/A	N/A	N/A	\$ 2,412,968
2023 [7]	N/A	N/A	N/A	N/A	N/A	\$ 6,562,533
2024 [8]	\$ 1,889,515	\$ 144,956	\$ 689,041	\$ 734,990	1.00	\$ 3,458,502
2025	\$ 3,873,287	\$ 344,021	\$ 1,548,040	\$ 1,562,387	1.00	\$ 7,327,735
2026	\$ 4,343,271	\$ 424,364	\$ 1,539,347	\$ 3,204,312	1.00	\$ 9,511,293
2027	\$ 2,923,532	\$ 348,236	\$ 1,639,371	\$ 1,939,554	1.00	\$ 6,850,692
2028	\$ 2,020,012	\$ 51,032	\$ 1,616,992	\$ 1,977,935	1.00	\$ 5,665,971
2029	\$ 2,004,608	\$ 51,813	\$ 1,751,684	\$ 1,580,736	1.00	\$ 5,388,841
2030	\$ 1,611,120	\$ 350,368	\$ 2,525,204	\$ 1,242,276	1.00	\$ 5,728,968
2031	\$ 1,099,562	\$ 47,916	\$ 1,926,163	\$ 1,267,121	1.00	\$ 4,340,763
2032	\$ 1,121,553	\$ 150,697	\$ 1,162,095	\$ 1,292,464	1.00	\$ 3,726,808
2033	\$ 1,143,984	\$ 103,859	\$ 1,338,918	\$ 2,383,927	1.00	\$ 4,970,688
2034	\$ 1,166,298	\$ 105,936	\$ 1,365,938	\$ 2,373,504	1.00	\$ 5,011,676
2035	\$ 975,717	\$ 108,054	\$ 1,324,944	\$ 2,344,596	1.00	\$ 4,753,312
2036	\$ 546,494	\$ 110,216	\$ 1,245,073	\$ 2,392,143	1.00	\$ 4,293,925
2037	\$ 557,424	\$ 112,420	\$ 895,433	\$ 1,931,971	1.00	\$ 3,497,248
2038	\$ 480,958	\$ 47,301	\$ 702,905	\$ 1,315,440	1.00	\$ 2,546,604
2039	\$ 0	\$ 0	\$ 715,987	\$ 1,341,749	1.00	\$ 2,057,736
2040	\$ 0	\$ 0	\$ 415,259	\$ 1,368,584	1.00	\$ 1,783,843
2041	\$ 0	\$ 0	\$ 452,140	\$ 486,934	1.00	\$ 939,074
2042	\$ 0	\$ 0	\$ 461,183	\$ 496,673	1.00	\$ 957,856
2043	\$ 0	\$ 0	\$ 480,968	\$ 505,603	1.00	\$ 986,571
2044	\$ 0	\$ 0	\$ 417,467	\$ 0	1.00	\$ 417,467
2045	\$ 0	\$ 0	\$ 425,817	\$ 0	1.00	\$ 425,817
2046	\$ 0	\$ 0	\$ 434,333	\$ 0	1.00	\$ 434,333
2047	\$ 0	\$ 0	\$ 412,189	\$ 0	1.00	\$ 412,189
2048	\$ 0	\$ 0	\$ 384,393	\$ 0	1.00	\$ 384,393
2049	\$ 0	\$ 0	\$ 392,081	\$ 0	1.00	\$ 392,081
Total	\$ 25,757,334	\$ 2,501,188	\$ 26,262,966	\$ 31,742,899		\$ 104,153,438

[1] Total projected fee revenue assumes a 2% escalation in the ENR Index.

[2] Total revenues received January 2018 through December 2018. Amounts include interest for the program.

[3] Total revenues received January 2019 through December 2019. Amounts include interest for the program.

[4] Total revenues received January 2020 through December 2020. Amounts include interest for the program.

[5] Total revenues received January 2021 through December 2021. Amounts include interest for the program.

[6] Total revenues received January 2022 through November 2022. Amounts include interest for the program.

[7] Reflects an imputed amount based on the total revenues received through December 2024 less the above noted amounts.

[8] Assumes 50% of the projected revenues estimated on Tables B3 through B6 based on 2024 data through December reflected in 2023.

Table B-3
Mosssdale Tract: 2024 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Single Family

Single Family Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Base Fee Revenue
				<i>Initial Fee Rate/Acre</i>		<i>Table B-1 \$ 23,217</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	5.3	157.5	0.0	0.0	162.8	\$ 3,779,031
2025	5.3	131.0	0.0	27.3	163.6	\$ 3,873,287
2026	20.5	125.3	6.7	27.3	179.8	\$ 4,343,271
2027	15.2	62.7	13.5	27.3	118.7	\$ 2,923,532
2028	15.2	24.4	13.5	27.3	80.4	\$ 2,020,012
2029	15.2	24.4	11.3	27.3	78.2	\$ 2,004,608
2030	15.2	26.0	0.0	20.4	61.6	\$ 1,611,120
2031	15.2	26.0	0.0	0.0	41.2	\$ 1,099,562
2032	15.2	26.0	0.0	0.0	41.2	\$ 1,121,553
2033	15.2	26.0	0.0	0.0	41.2	\$ 1,143,984
2034	15.2	26.0	0.0	0.0	41.2	\$ 1,166,298
2035	15.2	18.6	0.0	0.0	33.8	\$ 975,717
2036	0.0	18.6	0.0	0.0	18.6	\$ 546,494
2037	0.0	18.6	0.0	0.0	18.6	\$ 557,424
2038	0.0	15.7	0.0	0.0	15.7	\$ 480,958
2039	0.0	0.0	0.0	0.0	0.0	\$ 0
2040	0.0	0.0	0.0	0.0	0.0	\$ 0
2041	0.0	0.0	0.0	0.0	0.0	\$ 0
2042	0.0	0.0	0.0	0.0	0.0	\$ 0
2043	0.0	0.0	0.0	0.0	0.0	\$ 0
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	168.2	726.6	44.9	156.8	1,096.5	\$27,646,849

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mosssdale Tract Area, Development Absorption Projections Acres (ac)

Table B-4
Mossdale Tract: 2024 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Multifamily

Multifamily Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i>
						\$ 21,726
						<i>Initial Fee Rate/Acre</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	5.4	7.9	0.0	0.0	13.3	\$ 289,913
2025	5.4	10.1	0.0	0.0	15.5	\$ 344,021
2026	5.4	5.8	7.5	0.0	18.8	\$ 424,364
2027	5.4	2.2	7.5	0.0	15.1	\$ 348,236
2028	0.0	2.2	0.0	0.0	2.2	\$ 51,032
2029	0.0	2.2	0.0	0.0	2.2	\$ 51,813
2030	1.9	12.4	0.0	0.0	14.3	\$ 350,368
2031	1.9	0.0	0.0	0.0	1.9	\$ 47,916
2032	1.9	0.0	4.0	0.0	5.9	\$ 150,697
2033	0.0	0.0	4.0	0.0	4.0	\$ 103,859
2034	0.0	0.0	4.0	0.0	4.0	\$ 105,936
2035	0.0	0.0	4.0	0.0	4.0	\$ 108,054
2036	0.0	0.0	4.0	0.0	4.0	\$ 110,216
2037	0.0	0.0	4.0	0.0	4.0	\$ 112,420
2038	0.0	0.0	1.7	0.0	1.7	\$ 47,301
2039	0.0	0.0	0.0	0.0	0.0	\$ 0
2040	0.0	0.0	0.0	0.0	0.0	\$ 0
2041	0.0	0.0	0.0	0.0	0.0	\$ 0
2042	0.0	0.0	0.0	0.0	0.0	\$ 0
2043	0.0	0.0	0.0	0.0	0.0	\$ 0
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	27.5	42.7	40.7	0.0	110.9	\$2,646,144

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-5
Mossdale Tract: 2024 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Commercial

Commercial Acres By Jurisdiction [1]						
Year	Lathrop	Manteca	Stockton	Unincorp County	Total	Fee Revenue
						<i>Table B-1</i> \$ 21,968
						<i>Initial Fee Rate/Acre</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	40.1	16.5	2.3	3.8	62.7	\$ 1,378,082
2025	40.1	20.3	2.3	6.3	69.1	\$ 1,548,040
2026	38.4	20.3	2.3	6.3	67.4	\$ 1,539,347
2027	38.4	21.4	2.3	8.3	70.3	\$ 1,639,371
2028	38.4	19.1	2.3	8.3	68.0	\$ 1,616,992
2029	38.4	23.3	2.3	8.3	72.2	\$ 1,751,684
2030	49.1	42.4	2.3	8.3	102.1	\$ 2,525,204
2031	42.5	23.3	2.3	8.3	76.3	\$ 1,926,163
2032	12.4	22.2	2.3	8.3	45.2	\$ 1,162,095
2033	12.4	22.2	2.3	14.1	51.0	\$ 1,338,918
2034	12.4	22.2	2.3	14.1	51.0	\$ 1,365,938
2035	12.4	22.2	2.3	11.6	48.5	\$ 1,324,944
2036	12.4	18.4	2.3	11.6	44.7	\$ 1,245,073
2037	12.4	5.2	2.3	11.6	31.5	\$ 895,433
2038	12.4	3.8	2.3	5.7	24.3	\$ 702,905
2039	12.4	3.8	2.3	5.7	24.2	\$ 715,987
2040	0.0	3.8	2.3	7.6	13.8	\$ 415,259
2041	0.9	3.8	2.3	7.6	14.7	\$ 452,140
2042	0.9	3.8	2.3	7.6	14.7	\$ 461,183
2043	0.9	3.8	2.3	8.0	15.0	\$ 480,968
2044	0.9	3.8	2.3	5.7	12.8	\$ 417,467
2045	0.9	3.8	2.3	5.7	12.8	\$ 425,817
2046	0.9	3.8	2.3	5.7	12.8	\$ 434,333
2047	0.9	3.8	2.3	4.8	11.9	\$ 412,189
2048	0.9	3.8	2.3	3.8	10.9	\$ 384,393
2049	0.9	3.8	2.3	3.8	10.9	\$ 392,081
Total	432.9	344.9	59.8	201.0	1,038.7	\$26,952,007

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B-6
Mossdale Tract: 2024 Financing Plan
Updated Regional Development Fee Revenue Analysis
Development Impact Fee Revenue Estimate - Industrial

Year	Industrial Acres By Jurisdiction				Total	Fee Revenue
	Lathrop	Manteca	Stockton	Unincorp County		
						<i>Table B-1</i> \$ 17,207
						<i>Initial Fee Rate/Acre</i>
2016	0.0	0.0	0.0	0.0	0.0	\$ 0
2017	0.0	0.0	0.0	0.0	0.0	\$ 0
2018	0.0	0.0	0.0	0.0	0.0	\$ 0
2019	0.0	0.0	0.0	0.0	0.0	\$ 0
2020	0.0	0.0	0.0	0.0	0.0	\$ 0
2021	0.0	0.0	0.0	0.0	0.0	\$ 0
2022	0.0	0.0	0.0	0.0	0.0	\$ 0
2023	0.0	0.0	0.0	0.0	0.0	\$ 0
2024	64.3	21.1	0.0	0.0	85.4	\$ 1,469,979
2025	64.3	24.7	0.0	0.0	89.0	\$ 1,562,387
2026	154.3	24.7	0.0	0.0	179.0	\$ 3,204,312
2027	102.6	3.6	0.0	0.0	106.2	\$ 1,939,554
2028	102.6	3.6	0.0	0.0	106.2	\$ 1,977,935
2029	79.6	3.6	0.0	0.0	83.2	\$ 1,580,736
2030	60.5	3.6	0.0	0.0	64.1	\$ 1,242,276
2031	60.5	3.6	0.0	0.0	64.1	\$ 1,267,121
2032	60.5	3.6	0.0	0.0	64.1	\$ 1,292,464
2033	60.5	3.6	23.0	28.9	115.9	\$ 2,383,927
2034	60.5	3.6	20.2	28.9	113.2	\$ 2,373,504
2035	60.5	0.0	20.2	28.9	109.6	\$ 2,344,596
2036	60.5	0.0	20.2	28.9	109.6	\$ 2,392,143
2037	37.7	0.0	20.2	28.9	86.8	\$ 1,931,971
2038	37.7	0.0	20.2	0.0	57.9	\$ 1,315,440
2039	37.7	0.0	20.2	0.0	57.9	\$ 1,341,749
2040	37.7	0.0	20.2	0.0	57.9	\$ 1,368,584
2041	0.0	0.0	20.2	0.0	20.2	\$ 486,934
2042	0.0	0.0	20.2	0.0	20.2	\$ 496,673
2043	0.0	0.0	20.2	0.0	20.2	\$ 505,603
2044	0.0	0.0	0.0	0.0	0.0	\$ 0
2045	0.0	0.0	0.0	0.0	0.0	\$ 0
2046	0.0	0.0	0.0	0.0	0.0	\$ 0
2047	0.0	0.0	0.0	0.0	0.0	\$ 0
2048	0.0	0.0	0.0	0.0	0.0	\$ 0
2049	0.0	0.0	0.0	0.0	0.0	\$ 0
Total	1,142.3	99.3	225.0	144.3	1,610.9	\$32,477,888

Source: Updated Development Absorption Projections dated December 18, 2024
Table 2, SJAFCA Mossdale Tract Area, Development Absorption Projections Acres (ac)

Table B7
Mossdale Tract: 2024 Financing Plan
Creditable Pre-Project Expenditures

Pre-Project Expenditure - Contractor (Amendment/Task Order)	Cost	Funding Source	Amount
Peterson Brustad - Agreement No. 1 <i>Funding 11/2014 Staff Report</i>	\$123,244	Manteca River Islands Saybrook CLSP Richland Lathrop Gateway/Lazares Saybrook CLSP	\$61,622 \$15,500 \$13,020 \$14,415 \$3,720 \$14,967
	\$123,244		\$123,244
Peterson Brustad - Agreement No. 2	\$7,500	Lathrop	\$7,500
	\$7,500		\$7,500
Peterson Brustad - Agreement No. 3	\$17,499	Lathrop	\$17,499
	\$17,499		\$17,499
Peterson Brustad - Agreement No. 4	\$50,000	Saybrook CLSP Lathrop	\$25,000 \$25,000
	\$50,000		\$50,000
Peterson Brustad - Agreement No. 5	\$2,589,197	Manteca Lathrop Saybrook CLSP Others	\$863,066 \$750,000 \$500,000 \$476,131
	\$2,589,197		\$2,589,197
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (A) <i>Financial Planning / Grant Application</i>	\$63,540	Lathrop Manteca	\$42,360 \$21,180
	\$63,540		\$63,540
Larsen Wurzel & Associates, Inc. - Agreement No. 1 (B) <i>Financial Plan for ULOP</i>	\$80,010	Lathrop Manteca	\$53,340 \$26,670
	\$80,010		\$80,010
Larsen Wurzel & Associates, Inc. - Agreement No. 3 <i>Financial Plan Implementation & Analysis</i> <i>Task Order No. 1</i>	\$172,018	Lathrop Manteca	\$114,679 \$57,339
<i>Task Order No. 2</i>	\$126,300	RD 17	\$126,300
	\$298,318		\$298,318
SJAFCA Seed Funding Agreement Loans & Interest in Fund:	\$313,351	Lathrop Manteca Stockton SJ County Interest (Use of Money)	\$115,000 \$65,000 \$65,000 \$65,000 \$3,351
	\$313,351		\$313,351
Total Cost / Sources	\$3,542,659	Lathrop Lathrop Gateway/Lazares Manteca Stockton SJ County Others Richland River Islands Saybrook CLSP RD 17	\$1,126,621 \$3,720 \$1,095,580 \$65,703 \$65,703 \$476,131 \$14,415 \$15,500 \$552,987 \$126,300
	\$3,542,659		\$3,542,659

Source: City of Lathrop, LWA

APPENDIX C:

SAN JOAQUIN AREA FLOOD CONTROL AGENCY RESOLUTION NO. 24-22: RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY APPROVING FINAL ENGINEER'S REPORT, FORMING THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT AND ORDERING THE LEVY OF ASSESSMENT BEGINNING IN FISCAL YEAR 2024-25

Reso 24-22 SJAFCA Mossdale OAD Resolution of Formation C-1

RESOLUTION NO. SJAFCA 24-22

SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY APPROVING FINAL ENGINEER'S REPORT, FORMING THE MOSSDALE TRACT OVERLAY ASSESSMENT DISTRICT AND ORDERING LEVY OF ASSESSMENTS BEGINNING IN FISCAL YEAR 2024-25

WHEREAS, the San Joaquin Area Flood Control Agency (the "Agency") is a joint powers agency that was created in May 1995 between the City of Stockton ("Stockton"), San Joaquin County ("County") and the San Joaquin County Flood Control and Water Conservation District ("SJCFWCD"), for the purpose of providing flood protection services for the City of Stockton and surrounding unincorporated areas of the County;

WHEREAS, in January of 2018 Stockton, the County, the SJCFWCD, the City of Lathrop ("Lathrop"), and the City of Manteca ("Manteca") executed an Amended and Restated Joint Exercise of Powers Agreement to reform the Agency by adding Lathrop and Manteca as members;

WHEREAS, in February 2018, SJAFCA, as part of the reformulation of the Agency's Joint Exercise of Powers Agreement to include the Cities of Lathrop and Manteca as members of the Agency, assumed the role of Local Flood Management Agency ("LFMA") as part of the efforts to provide Urban Level of Flood Protection to the area that includes the community of Weston Ranch in south Stockton, south to the City of Lathrop and west to the western portions of the City of Manteca commonly referred to as the "Mossdale Tract Area." In its role as LFMA, SJAFCA has advanced a funding program to generate the funds needed to implement improvements to the levee system protecting the Mossdale Tract Area ("the Project") to ensure the levees can meet Urban Levee Design Criteria ("ULDC") and the Area can achieve an Urban Level of Flood Protection ("ULOP");

WHEREAS, on June 28, 2018, in its role as LFMA, the Agency transmitted its first Annual Report of Adequate Progress toward Urban Level of Flood Protection to the Central Valley Flood Protection Board pursuant to Government Code §65007 (a)(5). The Annual Adequate Progress Report includes the details of a funding and financing plan to generate the needed local funding for the Project. The Annual Adequate Progress Report identified three new funding mechanisms to generate the local funding; a Regional Development Impact Fee program; an Enhanced Infrastructure Financing District; and the Mossdale Tract Overlay Assessment District ("Mossdale Tract OAD");

WHEREAS, in September 2019, the Agency entered into a contract with Willdan Financial Services to provide Assessment Engineering Services for the proposed Mossdale Tract OAD to provide a portion of the funding for ULOP related improvements and services;

WHEREAS, the Agency now plans to establish the Mossdale Tract OAD to fund a portion of the costs of constructing 200-year improvements to the levee and flood control system providing protection to Mossdale Tract Area, and ensure proper maintenance and operation of the related levees and flood control facilities (collectively, the "Services");

WHEREAS, the Services will provide special benefits to certain land in the Mosssdale Tract Area (the "Properties") within the proposed boundaries of the Mosssdale Tract OAD;

WHEREAS, the Agency has engaged the firm of Willdan Financial Services, to have a registered professional engineer certified by the State of California prepare a detailed Engineer's Report ("Engineer's Report") establishing a methodology to determine and apportion the special benefits received by the Properties from the Services and to allocate the costs of the Services in proportion to said special benefits;

WHEREAS, the proposed boundaries of the Mosssdale Tract OAD area include all the Properties that receive special benefit from the Services, while excluding properties not receiving special benefits from the Services and any incidentally-benefited properties in adjacent areas;

WHEREAS, the Board of Directors of the Agency has determined to undertake proceedings pursuant to the Benefit Assessment Act of 1982, Government Code section 54703 et. seq. ("Act") to establish the Mosssdale Tract OAD and to levy assessments to pay costs of the Services for the Properties to be included within the Mosssdale Tract OAD boundary;

WHEREAS, the imposition of a new special assessment is subject to constitutional procedural requirements, including a ballot procedure involving the owners of the parcels proposed to be assessed;

WHEREAS, on April 18, 2024, the Board of Directors of the Agency adopted Resolution No. 24-07, which:

- Proposed forming the Mosssdale Tract OAD and levying a special benefit assessment;
- Identified the Mosssdale Tract OAD's proposed boundary;
- Preliminarily approved the Engineer's Report;
- Fixed the time of a public hearing to hear public comment on the proposed Mosssdale Tract OAD and special benefit assessment; and,
- Directed the Agency's consultants and staff to undertake the procedural and approval processes including the mailing of notices and ballots which are necessary for the establishment of the Mosssdale Tract OAD and levying of a special assessment proportional to the special benefits to be provided by the Services;

WHEREAS, also on April 18, 2024, the Board of Directors of the Agency adopted Resolution No. 24-08, which adopted Proposition 218 procedures to be followed in the implementation of the provisions of Proposition 218 relating to the proposed Mosssdale Tract OAD (the "218 Procedures"), and the 218 Procedures have been followed in connection with the activities directed by Resolution No. 24-07;

WHEREAS, during May and June of 2024 the Agency conducted an assessment ballot proceeding pursuant to Proposition 218 in which the landowners that would be specially benefited by the Services were provided by mail with notice of the proposed special assessment and public hearing and also provided the opportunity to complete a ballot as to whether the Agency should form the proposed Mosssdale Tract OAD and levy the assessment;

WHEREAS, on June 20, 2024, the Board received a report from Staff and Consultants which included as Attachment 1 Addendum No. 1 to the San Joaquin Area Flood Control Agency Preliminary Engineer's Report Formation of Mossdale Tract Overlay Assessment District prepared by Willdan Financial Services dated April 18, 2024;

WHEREAS, as part of the assessment ballot proceeding, the Board of Directors of the Agency held a public hearing on June 20, 2024 at 6:00 PM in the City Council Chambers, Lathrop City Hall, located at 390 Towne Centre Dr., Lathrop, California for the purpose of receiving comments on and protests to the proposed benefit assessment and for accepting new or changed ballots from specially benefited landowners; and

WHEREAS, during the public hearing, the Board of Directors of the Agency heard and considered all public comments.

WHEREAS, on June 20, 2024, upon the conclusion of the public hearing, the Board of Directors of the Agency adopted Resolution No. 24-19 receiving Addendum No. 1 to the Preliminary Engineer's Report for the Mossdale Tract Overlay Assessment District and directing the tabulation of the ballots for the formation of the Mossdale Tract Overlay Assessment District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Joaquin Area Flood Control Agency as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Resolution by this reference.

2. **Ballot Proceeding.** A total of 2,430 assessment ballots were returned and received prior to the close of the public input portion of the public hearing on June 20, 2024. Of the assessment ballots returned, 2,335 assessment ballots were deemed valid, and 95 assessment ballots were declared invalid in that they were either not marked with a "Yes" or "No", were marked with both a "Yes" and a "No", were not signed, or for some other reason. In addition, ballots that were mutilated in such a way where the property ownership and barcode information was illegible or missing were excluded from the tabulation counts above.

3. **Ballot Tabulation.** The canvass of the assessment ballots submitted by property owners is complete and was certified by the Larsen Wurzel & Associates, Inc., and the votes cast were as follows:

Total Number of Valid Ballots Received: 2,335
Total Mossdale Tract OAD Amount of Valid Ballots: \$458,106.48

Total Number of Valid "Yes" Votes: 1,434
Total Weighted Value of "Yes" Votes: \$344,283.70
Total Weighted Percentage of "Yes" Votes: 75.15%

Total Number of Valid "No" Votes: 901
Total Weighted Value of "No" Votes: \$113,822.78
Total Weighted Percentage of "No" Votes: 24.85%

Total Number of "Invalid" Ballots: 95
Total Mossdale Tract OAD Amount of "Invalid" Ballots: \$23,457.78

After the ballots were weighted according to the proportional financial obligation of the affected property, the tabulation shows that 75.15% of the valid ballots were cast in support of the Mossdale Tract OAD formation. Since a majority protest, as defined by Article XIII D of the California Constitution, did not exist, the Board may levy the assessment as described in the Final Engineer's Report to pay the costs and expenses of the Services identified therein.

4. **Final Engineer's Report.** The Final Engineer's Report for the Mossdale Tract OAD, which reflects the information in Addendum No. 1 presented at the June 20, 2024 public hearing, together with the diagram of the Mossdale Tract OAD contained therein, and the proposed Benefit Assessment Roll for fiscal year 2024-25 contained therein, has been presented to the Board of Directors at this meeting and is incorporated herein by reference, are hereby confirmed and approved.

5. **Findings.** That based on the oral and documentary evidence, including the Final Engineer's Report, offered and received at the public hearing, the Board finds and determines that: (a) each of the several assessed lots and parcels of land within the Mossdale Tract OAD will be specially benefited by the Services (as described in the Final Engineer's Report) in at least the amount of the benefit assessment apportioned against such lots and parcels of land, respectively; and (b) there is substantial evidence to support, and the weight of the evidence is in favor of, this finding and determination as to special benefit to property within the LCMA Assessment District from the Services to be financed with assessment proceeds.

6. **Mossdale Tract OAD Formation.** The Mossdale Tract OAD is hereby formed, and assessments consistent with the Final Engineer's Report, as modified by successful appeals, are hereby levied, pursuant to the Act.

7. **Annual Levy of Assessments.** The first assessments to be levied on property in the Mossdale Tract OAD will be for fiscal year 2024-25 with authorized maximum assessment.

8. **Authorized Services.** The Services to be financed with assessment proceeds described in the Final Engineer's Report are hereby ordered.

9. **Maximum Assessment Adjustment per CPI.** As described in the Final Engineer's Report, to ensure that the Agency can provide the needed Services over time the Board of Directors of the Agency will have the authority, pursuant to Government Code Section 53739 (b), to levy the assessment within a designated range on an annual basis. The designated range will be from a minimum assessment, up to and including the authorized maximum assessment, as adjusted annually based on the CPI as described below.

Beginning in Fiscal Year 2025-26, the maximum authorized assessment may be increased subject to an annual inflationary escalator, based on the annual change in the Consumer Price Index February to February CPI-W for the San Francisco-Oakland-Hayward all Items, with Base Year 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics, subject to a minimum of 0% and a maximum of 4% in any given year as described in the "Annual Inflationary Adjustment (Assessment Range Formula)" section of the Final Engineer's Report.

10. **Filing of Map & Collection of Assessment.** SJAFCA staff is directed to file or cause to be filed the diagram of Mossdale Tract OAD, the Final Engineer's Report and a certified copy of this Resolution with the Auditor/Controller of San Joaquin County. Upon such filing, commencing in Fiscal Year 2024-25 and each year thereafter upon approval by the Board of Directors of the Agency, the County/Auditor Controller shall enter on the County tax roll opposite

each lot or parcel of land in the Mossdale Tract OAD the amount of assessment thereupon as shown in the Final Engineer's Report and described in this Resolution. The benefit assessment shall be collected at the same time and in the same manner as County ad valorem taxes are collected and all laws providing for the collection and enforcement of County ad valorem taxes shall apply to the collection and enforcement of the assessments. After collection by the County Tax Collector, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Agency for the purposes of the Mossdale Tract OAD.

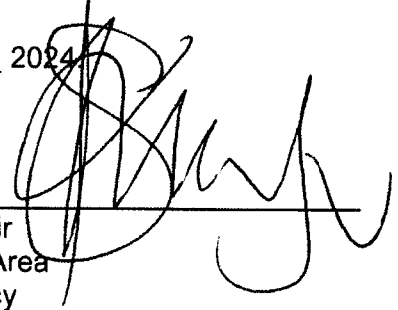
11. **Separate Fund Requirement.** The monies representing assessments collected shall be deposited in a separate fund or funds designated for the Mossdale Tract OAD. Amounts deposited to such fund(s) shall be expended only for the Services that specially benefit the lands within the Mossdale Tract OAD as described in the Final Engineers Report.

12. **Administrative Corrections.** The assessment, as it applies to any parcel, may be corrected, cancelled or a refund granted as appropriate, by order of the Board of Directors or by order of the Executive Director of the Agency. Any such corrections, cancellations or refunds shall be limited to current or future fiscal years and shall not be granted retroactively. The Agency may adopt, in the future, as the need arises, additional policies or procedures as needed to efficiently and effectively administer the Mossdale Tract OAD.

13. **CEQA Compliance.** The creation of the assessment funding mechanism is exempt from CEQA because it provides a funding mechanism in support of future actions which will be separately analyzed as projects under CEQA. Agency staff is directed to prepare and file or cause to be filed a Notice of Exemption to that effect with the proper office.

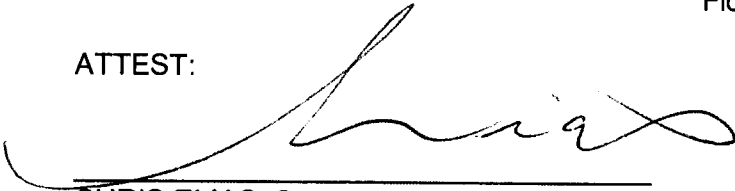
14. **Proposition 218 Compliance.** The assessment is in compliance with all laws pertaining to it, including Article XIII-D of the California Constitution (Proposition 218), and as described in the Final Engineers Report, the assessment is being levied without regard to property valuation.

PASSED, APPROVED AND ADOPTED this 18th day of July, 2024



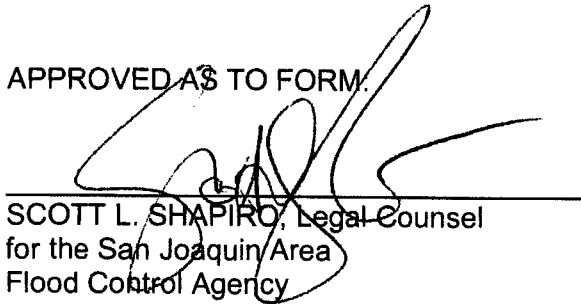
PAUL AKINJO, Chair
of the San Joaquin Area
Flood Control Agency

ATTEST:



CHRIS ELIAS, Secretary
of the San Joaquin Area
Flood Control Agency

APPROVED AS TO FORM:



SCOTT L. SHAPIRO, Legal Counsel
for the San Joaquin Area
Flood Control Agency

**APPENDIX D:
EIFD ANALYSIS SUPPORTING INFORMATION**

Reference the

**MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT –
INFRASTRUCTURE FINANCING PLAN FINAL REPORT
PREPARED BY ECONOMIC & PLANNING SYSTEMS, INC.
DATED JUNE 2, 2022**

Available on SJAFCA’s Website:

<https://www.sjafca.org/home/showpublisheddocument/1275/637902252871700000>

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN JOAQUIN AREA
FLOOD CONTROL AGENCY AND THE MOSSDALE TRACT ENHANCED
INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY
DATED JUNE 15, 2023**

SJAFCA-PFA MOU	D-1
Table D1 Updated EIFD & Financing Supporting Tables – Financing Revenues and Debt Service.....	D-10

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SAN JOAQUIN AREA FLOOD CONTROL AGENCY AND
THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING
DISTRICT PUBLIC FINANCING AUTHORITY**

This Memorandum of Understanding (this “MOU”) is dated as of June 15, 2023 (the “Effective Date”), and is entered into by and between the MOSSDALE TRACT INFRASTRUCTURE FINANCING DISTRICT PUBLIC FINANCING AUTHORITY, a public agency (the “Authority”), and the SAN JOAQUIN AREA FLOOD CONTROL AGENCY, a joint powers authority (“SJAFCA”). Authority and SJAFCA are sometimes referred to in this MOU, individually, as a “Party” and, collectively, as the “Parties.” The Parties enter into this MOU with reference to the following recited facts (each, a “Recital”):

RECITALS

A. The California Legislature enacted California Government Code (the “Code”) sections 53398.50 through 53398.88 (the “EIFD Law”) authorizing cities and counties to form enhanced infrastructure financing districts and use specified property tax increment revenue generated within such districts to finance certain infrastructure and community benefit projects; and

B. In enacting the EIFD Law, the California Legislature found and determined that with the dissolution of redevelopment agencies, public benefits will accrue, if local agencies finance public infrastructure and community benefit projects authorized under the EIFD Law;

C. On January 13, 2022 the City Council of the City of Lathrop adopted its resolution stating its intention to establish the Mossdale Tract Enhanced Infrastructure Financing District (the “EIFD”);

D. on January 18, 2022, the City Council of the City of Manteca adopted its resolution of intent to participate in the proposed EIFD;

E. on February 8, 2022, the City Council of the City of Stockton adopted its resolution of intent to participate in the proposed EIFD;

F. on February 15, 2022, the San Joaquin County Board of Supervisors adopted its resolution of intent to participate in the proposed EIFD;

G. on March 2, 2022, the Authority directed the preparation of an Infrastructure Financing Plan (the “IFP”) for the District;

H. on June 14, 2022, the City of Stockton, adopted its resolution approving the IFP;

I. on June 21, 2022, the County of San Joaquin, adopted its resolution approving the IFP;

- J. on June 21, 2022, the City of Manteca, adopted its resolution approving the IFP;
- K. on July 11, 2022, the City of Lathrop, adopted its resolution approving the IFP;
- L. on July 21, 2022, the Authority adopted its resolution adopting the IFP for the EIFD and forming the EIFD;

M. The IFP provides for the EIFD to financially assist certain public flood control infrastructure projects including, but not limited to, public flood risk reduction infrastructure associated with ensuring that the resulting levee system complies with the Urban Levee Design Criteria promulgated by the California Department of Water Resources and SJAFCA’s Resolution No. 19-06 and SJAFCA’s Adopted Policy for Adapting Design Standards for the Mossdale Tract Area of SJAFCA in light of Climate Change;

N. SJAFCA and Authority desire to provide for an efficient process for the Authority to provide financial assistance to the identified SJAFCA infrastructure projects and for SJAFCA to provide staff resources for the efficient operation of the District;

NOW THEREFORE, in consideration of the above Recitals, the covenants, conditions and agreements set forth in this MOU, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. TERM. This MOU shall commence on the Effective Date and shall continue until amended by the parties or modified pursuant to Section 3.1.2, subject to the rights of the Parties under Section 7. Notwithstanding any provision of this MOU to the contrary, the term shall not exceed the duration of the EIFD.

2. ANNUAL INFRASTRUCTURE PROGRAM PROCESS. SJAFCA and Authority acknowledge and agree that all of the public infrastructure projects identified in the IFP for financing thru the EIFD constitute the Authority capital improvement projects (“Authority CIP(s)”) and are part of a larger group of SJAFCA capital improvement projects (“CIPs”) that will be designed, contracted for and constructed by SJAFCA, or by other public entities pursuant to contribution agreements with SJAFCA for SJAFCA to reimburse costs of construction of the capital improvements to the public entities.

3.1. Implementation. In order to provide for implementation of the Authority CIPs, SJAFCA and Authority agree that, by the end of the third fiscal year quarter of each fiscal year during which this MOU is in effect, SJAFCA shall deliver to Authority a list (the “List”) of the Authority CIPs that SJAFCA plans to implement (whether one or more project phases or the complete Authority CIPs) during the immediately following fiscal year and request Authority transfer of funding for such Authority CIPs (“Approved Authority CIPs”).

3.1.1. To the extent that Authority has funds currently on-hand and/or that are projected to be received and available (not previously committed to Authority operating expenses in the applicable Authority fiscal year budget or other Authority CIPs identified by SJAFCA for implementation) to finance Authority CIPs (“Available Funds”) and SJAFCA has indicated that it needs such Available Funds for the planning, permitting, design and construction of the CIPs on the List, Authority shall allocate such Available

Funds to SJAFCA for the Approved Authority CIPs on the List in the order of priority presented by SJAFCA.

3.1.2. Notwithstanding this Section 3.1, for fiscal years 2023-24, 2024-2025, 2025-2026, and 2026-2027, if SJAFCA has not used the funding provided by the Authority within two years of receipt of that funding, then the Authority or one of its member agencies may request that the Authority and SJAFCA meet and confer as to the need and timing of future funding. Such meet and confer shall occur as between the Authority and SJAFCA and shall include a representative of each of the member agencies. The meeting shall discuss whether (i) any additional funding is needed from the Authority in the next or future fiscal years; (ii) the timing of any future funding; and (iii) whether the funding that has not been used should be returned to the Authority to be further returned back to the agency that provided the property tax increment, subject to compliance with any applicable Authority and/or SJAFCA financing obligations and covenants and applicable Federal tax law. Absent agreement of the Authority, SJAFCA, and the representatives of the member agencies, Available Funds shall continue to be allocated.

3.1.3. Allocation of funds projected to be received is subject to actual receipt of such funds by the Authority. The amount of Available Funds allocated to any Authority CIP shall be equal to the estimated cost of such Authority CIP not funded from other financing sources, until Authority has no more Available Funds or the amount of the estimated cost of such Authority CIP not funded from other financing sources has been allocated to SJAFCA, whichever occurs first.

3.1.4. Authority shall consider allocation of Available Funds to SJAFCA for the Authority CIPs identified for implementation in the immediately following fiscal year, to the extent practical, by the end of the third fiscal year quarter of each fiscal year, or as otherwise docketed for consideration by the Authority.

3.2. Funding Reallocation. If and to the extent that SJAFCA's priorities change for Authority CIPs identified for implementation, whether due to emergency, unforeseen circumstances accelerating or slowing project progress, other funding becoming available, increasing or decreasing costs, etc., SJAFCA may reallocate all or a portion of money allocated by Authority to another Authority CIP in compliance with the IFP and subject to approval by the Authority.

3.2.1. SJAFCA shall only spend money from the Authority on Authority CIPs in accordance with SJAFCA's then current process for budgeting and executing its projects.

3.2.2. If and to the extent that an Authority CIP allocated funds by Authority will not proceed to completion of the entire project, phase(s), or other elements for which Authority provided funding, such funding shall be either allocated by SJAFCA to another Authority CIP allocated funding by Authority or returned to Authority.

4. AUTHORITY BUDGET. Authority will endeavor to adopt a budget for its operating expenses and Authority CIP expenditures for Authority's immediately following fiscal year by the end of the third fiscal year quarter of each fiscal year. Authority's operating expense portion of its budget shall include funds allocated to reimburse SJAFCA for staff services provided to Authority pursuant to Section 5. When SJAFCA delivers to Authority the list of Authority CIPs that SJAFCA

plans to implement during the immediately following fiscal year, pursuant to Section 3, SJAFCA shall also deliver a budget estimate to Authority for SJAFCA staff services and Authority program operating expenses to Authority for the immediately following fiscal year.

5. SJAFCA STAFFING OF AUTHORITY. SJAFCA shall provide the employees, consultants, and legal services (“SJAFCA Staff”) for the Authority on an as needed basis. Authority shall pay SJAFCA for the documented time of SJAFCA Staff who provide services to Authority at each person’s then applicable hourly SJAFCA salary rate, including applicable overhead and load, or such rates as are charged to SJAFCA for non-SJAFCA employees. All SJAFCA Staff expenses incurred by Authority shall be billed to Authority and paid to SJAFCA using a billable internal order of SJAFCA.

5.1. At the request of Authority, SJAFCA shall send detailed accounting records of SJAFCA staff costs incurred in staffing the Authority. The costs of SJAFCA staff incurred by Authority shall accrue during any time period that Authority does not have revenue to pay such costs and shall be payable when Authority has revenue available to pay such costs.

5.2 SJAFCA and Authority acknowledge that employees, consultants, and legal counsel are providing services to both and hereby waive any conflicts that may arise from providing such services, recognizing the significant overlapping functions of SJAFCA and Authority and that Authority has been created for the exclusive purpose of providing needed funding to SJAFCA for the Authority CIPs.

6. COMPLIANCE WITH LAWS AND POLICIES. The Parties shall comply with all applicable laws, statutes, rules, regulations, orders, ordinances, resolutions, permits, requirements, and policies of the Federal, State, SJAFCA and other local governments to the extent applicable to their performance under this MOU.

7. REMEDIES FOR NON-PERFORMANCE. Notwithstanding any provision of this MOU to the contrary, if a Party fails to comply with any term or condition of this MOU, the other Party may exercise any or all of the following remedies: (a) any remedy specified in this MOU for such non-performance; or (b) any remedy available to the Party at law or in equity for such non-performance. The rights and remedies of the Parties under this MOU are cumulative and exercise of any one or more of such rights or remedies shall not limit, waive, or deny any of a Party’s other rights or remedies under this MOU, at law or in equity, existing as of the Effective Date or later enacted or established, that may be available to a Party.

8. INFORMAL DISPUTE RESOLUTION. If the Parties have any dispute as to their respective rights, obligations, or duties under this MOU, or the meaning or interpretation of any provision contained in this MOU, they shall first attempt to resolve such dispute by informal discussion between their respective representatives. Within five (5) calendar days of determining the existence of any such dispute, the Party determining there is such a dispute may give Notice to the other Party of the existence of the dispute and the need to meet informally to resolve such dispute. The Parties shall endeavor, thereafter, to meet within five (5) calendar days of the second Party’s receipt of such Notice, or at such time as is reasonable under the circumstances.

9. AUTHORITY INDEMNIFICATION OF SJAFCA. Authority shall defend, indemnify, protect, and hold harmless SJAFCA, its elected officials, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including injury to Authority members or Authority officers, employees, invitees, guests, or agents that arise from, or are connected with, or are caused, or claimed to be caused by, this MOU, or by one or more acts or omissions of Authority, Authority members, or Authority or Authority officers, employees, invitees, guests, or agents in performing this MOU, and all expenses of investigating and defending against same, including attorney's fees and costs. However, Authority's duty to indemnify and hold harmless pursuant to this Section 9 shall not include any claims or liability arising from the established sole negligence or willful misconduct of SJAFCA, its elected officials, officers, employees, representatives, or agents. SJAFCA may, at its sole discretion, conduct or participate in its own defense of any claim subject to this Section 9. If SJAFCA elects to conduct or participate in its own defense, or obtain independent legal counsel in defense of any claim subject to this Section 9, Authority shall pay SJAFCA for all costs related thereto, including attorney's fees and costs. Authority shall pay SJAFCA any and all costs SJAFCA incurs enforcing the indemnity and defense provisions set forth in this Section 9.

10. SJAFCA INDEMNIFICATION OF AUTHORITY. SJAFCA shall defend, indemnify, protect, and hold harmless Authority, its board members, and Authority or Authority, officers, employees, representatives, and agents from and against any and all claims asserted, or liability established, for damages or injuries to any person or property, including injury to SJAFCA's elected officials, officers, employees, invitees, guests, or agents that arise from, or are connected with, or are caused, or claimed to be caused by, this MOU, or by one or more acts or omissions of SJAFCA, its elected officials, officers, employees, invitees, guests, or agents in performing this MOU, and all expenses of investigating and defending against same, including attorney's fees and costs. However, SJAFCA's duty to indemnify and hold harmless pursuant to this Section 10 shall not include any claims or liability arising from the established sole negligence or willful misconduct of Authority, Authority members, or Authority or Authority officers, employees, representatives, or agents. Authority may, at its sole discretion, conduct or participate in its own defense of any claim subject to this Section 10. If Authority elects to conduct or participate in its own defense or obtain independent legal counsel in defense of any claim subject to this Section 10, SJAFCA shall pay Authority for all costs related thereto, including attorney's fees and costs. SJAFCA shall pay Authority any and all costs Authority incurs enforcing the indemnity and defense provisions set forth in this Section 10.

11. NOTICE. In all cases where Notice is required under this MOU, Notice may be given by electronic mail, messenger, nationally recognized overnight (one-business day) courier, or United States Postal Service first class mail. A Notice shall be effective on the date sent by electronic mail, if sent before 3:00 p.m. Pacific Time, the date personally delivered by messenger to the Notice recipient, the first business day after deposit with an overnight courier for next business day delivery, or the third business day after the Notice is deposited with the United States Postal Service, in each case with all applicable postage or delivery costs paid and addressed to SJAFCA or Authority as specified below. SJAFCA or Authority may change its Notice address by Notice delivered in accordance with this Section 11.

If to the SJAFCA: San Joaquin Area Flood Control Agency
22 E. Weber Avenue, Room 301
Stockton, CA 95202

Telephone: (209) 937-8211
Attention: Board Secretary

If to the Authority: Mossdale Tract Infrastructure Financing District Public
Financing Authority
22 E. Weber Avenue, Room 301
Stockton, CA 95202
Telephone:
Attention: Authority Secretary

12. NO ASSIGNMENT. Neither Party shall have any right to assign all or any portion of this MOU to a third person. Any putative assignment of either Party's rights, obligations, or duties under this MOU shall not create a contractual relationship between the other Party and any putative assignee, and any such assignment shall be ineffective, null and void. Any assignment in violation of this Section 12 is grounds for immediate termination of this MOU, at the sole and absolute discretion of the Party not making the assignment.

13. MISCELLANEOUS PROVISIONS.

13.1. Governmental Powers. Nothing contained in this MOU shall be construed as a limitation upon the powers of SJAFCA or the Authority.

13.2. Governing Law. The terms and conditions of this MOU shall be construed and interpreted in accordance with the laws of the State.

13.3. Jurisdiction and Venue. The Parties agree to submit to the personal jurisdiction of, and that venue shall be in, any State court within the County of San Joaquin, State of California, for any dispute, claim, or matter arising out of, or related to, this MOU.

13.4. Integration and Amendment. This MOU, and any exhibits attached to this MOU, fully express all understandings of the Parties concerning the matters covered in this MOU. Any and all prior negotiations and agreements between the Parties regarding the subject matter of this MOU are merged into this MOU. No change, alteration, amendment, or modification of the terms or conditions of this MOU, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid, unless made in the form of a written amendment to this MOU signed by both Parties. The Parties agree to enter into any and all amendments to this MOU that are necessary to comply with any and all new or modified Federal or State laws affecting this MOU.

13.5. No Waiver. No failure of either SJAFCA or Authority to insist upon the strict performance by the other of any term, covenant, or condition of this MOU, nor any failure to exercise any right or remedy consequent upon a breach of any term, covenant, or condition of this MOU, shall constitute a waiver of any such breach or the requirement to comply with such term, covenant, or condition. No waiver of any breach shall affect or alter this MOU, and each and every term, covenant, and condition, in this MOU shall continue in full force and effect regarding any existing or subsequent breach.

13.6. Successors in Interest. This MOU, and all rights, obligations, or duties under this MOU, shall be in full force and effect, whether or not any Party to this MOU has been succeeded by another entity, and all rights, obligations, or duties under this MOU shall be vested and binding on any Party's successor in interest, subject to the limitations in this MOU on assignment of this MOU.

13.7. Severability. The unenforceability, invalidity, or illegality of any provision of this MOU shall not render any other provision of this MOU unenforceable, invalid, or illegal.

13.8. Conflicts between Terms. If an apparent conflict or inconsistency exists between the main body of this MOU and any exhibit attached to this MOU, the main body of this MOU shall control. If a conflict exists between an applicable Federal, State, SJAFCA, or other law, rule, regulation, order, or code and this MOU, then the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this MOU, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this MOU.

13.9. Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this MOU. A word, term or phrase defined in this MOU may be used in the singular, plural, past tense or future tense, regardless of how it is defined, all in accordance with ordinary principles of English grammar, which shall govern all language in this MOU.

13.10. Counterparts. This MOU may be signed in multiple counterparts, which, when taken together, shall constitute a single signed original, as though all Parties had signed the same MOU.

13.11. Headings. All headings in this MOU are for convenience of reference only and shall not affect the interpretation of this MOU.

13.12. Exhibits Incorporated. All exhibits referenced in this MOU are incorporated into this MOU.


13.13. Survival of Obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this MOU, and all continuing obligations set forth in this MOU, shall survive expiration or earlier termination of this MOU.

13.14. Incorporation of Recitals. The Recitals preceding this MOU are true and correct and are incorporated into and made a part of this MOU.

13.15. Time of Essence. Time is of the essence of each provision of this MOU, unless otherwise specified in this MOU.

IN WITNESS WHEREOF, this MOU is entered into as of the date set forth above by SJAFCA, acting by and through its Board President or designee, and by the Authority, by and through the signature of the Authority's authorized representative(s), all as set forth below.

**SAN JOAQUIN AREA FLOOD CONTROL
AGENCY**

By: 
SCOTT L. SHAPIRO, Legal Counsel

**MOSSDALE TRACT INFRASTRUCTURE
FINANCING DISTRICT PUBLIC FINANCING
AUTHORITY**


By: 
CHRIS ELIAS, Executive Director

Table D-1
Mossdale Tract: 2024 Financing Plan
Updated OAD and EIFD Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues [1]	Gross EIFD Revenues <i>Table 1: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Total Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [2]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [2]
2016	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2017	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2022	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2023	\$0	\$925,309	\$925,309	\$0	\$0	\$0	\$0	\$925,309
2024	\$0	\$1,872,403	\$1,872,403	\$0	\$0	\$0	\$0	\$1,872,403
2025	\$2,241,378	\$2,676,559	\$4,917,937	\$0	\$0	\$0	\$2,241,378	\$2,676,559
2026	\$2,292,929	\$3,627,251	\$5,920,180	\$0	\$0	\$0	\$2,292,929	\$3,627,251
2027	\$2,338,788	\$4,528,503	\$6,867,291	\$1,964,000	\$1,964,000	\$0	\$374,788	\$4,528,503
2028	\$2,385,564	\$5,440,346	\$7,825,910	\$1,964,000	\$1,964,000	\$0	\$421,564	\$5,440,346
2029	\$2,433,275	\$6,308,478	\$8,741,752	\$1,962,510	\$1,962,510	\$0	\$470,765	\$6,308,478
2030	\$2,481,940	\$2,972,991	\$5,454,932	\$1,959,950	\$1,959,950	\$0	\$521,990	\$2,972,991
2031	\$2,531,579	\$3,369,691	\$5,901,270	\$1,960,590	\$1,960,590	\$0	\$570,989	\$3,369,691
2032	\$2,582,211	\$3,722,560	\$6,304,771	\$1,959,950	\$1,959,950	\$0	\$622,261	\$3,722,560
2033	\$2,633,855	\$2,996,423	\$5,630,278	\$1,962,300	\$1,962,300	\$0	\$671,555	\$2,996,423
2034	\$2,686,532	\$3,307,484	\$5,994,016	\$1,963,150	\$1,963,150	\$0	\$723,382	\$3,307,484
2035	\$2,740,263	\$3,629,677	\$6,369,940	\$1,962,510	\$1,962,510	\$0	\$777,753	\$3,629,677
2036	\$2,795,068	\$3,934,945	\$6,730,013	\$1,960,380	\$1,960,380	\$0	\$834,688	\$3,934,945
2037	\$2,850,969	\$4,239,345	\$7,090,315	\$1,961,020	\$1,961,020	\$0	\$889,949	\$4,239,345
2038	\$2,907,989	\$4,523,757	\$7,431,746	\$1,964,210	\$1,964,210	\$0	\$943,779	\$4,523,757
2039	\$2,966,149	\$4,785,808	\$7,751,957	\$1,961,230	\$1,961,230	\$0	\$1,004,919	\$4,785,808
2040	\$3,025,471	\$5,054,333	\$8,079,804	\$1,960,800	\$1,960,800	\$0	\$1,064,671	\$5,054,333
2041	\$3,085,981	\$5,359,024	\$8,445,005	\$1,962,720	\$1,962,720	\$0	\$1,123,261	\$5,359,024
2042	\$3,147,701	\$5,658,676	\$8,806,376	\$1,962,510	\$1,962,510	\$0	\$1,185,191	\$5,658,676
2043	\$3,210,655	\$5,970,000	\$9,180,655	\$1,960,160	\$1,960,160	\$0	\$1,250,495	\$5,970,000

D-10

Table D-1
Mossdale Tract: 2024 Financing Plan
Updated OAD and EIFD Financing Supporting Tables
Financing Revenues and Debt Service

Year	Gross Available Assessment Revenues [1]	Gross EIFD Revenues <i>Table 1: EIFD Revenue Analysis</i>	Gross Revenues for Project & Financing	Total Debt Service	Assessment Revenue for Debt Service	EIFD Revenue for Debt Service [2]	Net Assessment Revenue for PayGo / Services	Net EIFD Revenue for PayGo & Future Projects [2]
2044	\$3,274,868	\$2,981,349	\$6,256,216	\$1,959,950	\$1,959,950	\$0	\$1,314,918	\$2,981,349
2045	\$3,340,365	\$3,127,815	\$6,468,180	\$1,961,660	\$1,961,660	\$0	\$1,378,705	\$3,127,815
2046	\$3,407,172	\$3,279,684	\$6,686,856	\$1,960,800	\$1,960,800	\$0	\$1,446,372	\$3,279,684
2047	\$3,475,316	\$3,437,147	\$6,912,462	\$1,961,660	\$1,961,660	\$0	\$1,513,656	\$3,437,147
2048	\$3,544,822	\$3,599,387	\$7,144,209	\$1,964,000	\$1,964,000	\$0	\$1,580,822	\$3,599,387
2049	\$3,615,719	\$3,766,514	\$7,382,233	\$1,963,360	\$1,963,360	\$0	\$1,652,359	\$3,766,514
2050	\$3,688,033	\$3,939,727	\$7,627,760	\$1,964,000	\$1,964,000	\$0	\$1,724,033	\$3,939,727
2051	\$3,761,794	\$4,119,240	\$7,881,034	\$1,961,440	\$1,961,440	\$0	\$1,800,354	\$4,119,240
2052	\$3,837,029	\$4,304,851	\$8,141,881	\$1,964,210	\$1,964,210	\$0	\$1,872,819	\$4,304,851
2053	\$3,913,770	\$4,494,400	\$8,408,170	\$1,963,360	\$1,963,360	\$0	\$1,950,410	\$4,494,400
2054	\$3,992,045	\$4,690,744	\$8,682,789	\$1,963,150	\$1,963,150	\$0	\$2,028,895	\$4,690,744
2055	\$4,071,886	\$4,894,121	\$8,966,008	\$1,963,360	\$1,963,360	\$0	\$2,108,526	\$4,894,121
2056	\$4,153,324	\$5,104,345	\$9,257,669	\$1,963,790	\$1,963,790	\$0	\$2,189,534	\$5,104,345
2057	\$4,236,391	\$5,318,043	\$9,554,433	\$0	\$0	\$0	\$4,236,391	\$5,318,043
2058	\$0	\$5,535,970	\$5,535,970	\$0	\$0	\$0	\$0	\$5,535,970
2059	\$0	\$5,761,485	\$5,761,485	\$0	\$0	\$0	\$0	\$5,761,485
2060	\$0	\$5,994,845	\$5,994,845	\$0	\$0	\$0	\$0	\$5,994,845
Total	\$103,650,829	\$159,253,232	\$262,904,061	\$58,866,730	\$58,866,730	\$0	\$44,784,099	\$159,253,232

[1] Based on actual FY 2024/25 Assessment Levy plus an assumed 2% per year increase for conservative purposes.

[2] Pay go Revenues from the EIFD are collected through 2034. The total amount of PayGo revenues needed to funding the 200-Year Project total \$45,377,677. No debt service is needed to be supported by EIFD revenues.

D-11



SAN JOAQUIN AREA
FLOOD CONTROL AGENCY

ATTACHMENT
"C"

February 4, 2025

Mr. Chris Lief, Executive Officer
Central Valley Flood Protection Board
3310 El Camino Avenue, Suite 170
Sacramento, CA 95821

Re: 2024 Annual Report of Adequate Progress toward Urban Level of Flood Protection for the Mossdale Tract Area (Reclamation District No. 17)

Dear Mr. Lief:

Senate Bill 5 (SB5), and related companion bills, created the requirement for certain land use decisions made by cities and counties in the California Central Valley. Prior to approving discretionary land use decisions for non-residential projects, and prior to approving ministerial land use decisions (building permits) for new residential buildings in an urban or urbanizing area, land use agencies are required to make a finding related to the provision of an Urban Level Of (Flood) Protection (ULOP). To the extent that those findings are based on adequate progress toward achieving flood protection compliant with SB 5 and for those findings to remain valid, the Local Flood Management Agency (LFMA) is required to annually report to the Central Valley Flood Protection Board (CVFPB) regarding the progress toward ULOP.

As part of the reorganization of the San Joaquin Area Flood Control Agency (SJAFCA) that took place in January 2018, SJAFCA assumed the role of the LFMA for the Mossdale Tract Area. With this letter, SJAFCA respectfully transmits to the Flood Protection Board SJAFCA's Mossdale Tract Program: 2024 Annual Adequate Progress Update for ULOP Final Report dated December 31, 2024.

This report is now publicly available and can be found on SJAFCA's website at <https://www.sjafca.org/projects/mossdale-tract>

Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Darren Suen".

Darren Suen, P.E., PMP
Executive Director, SJAFCA

Encl: Mossdale Tract Program: 2024 Annual Adequate Progress Update for ULOP Final Report, Dec. 31, 2024

CC: Michael King, Assistant City Manager, City of Lathrop (via e-mail)
Kevin Jorgensen, Director of Engineering, City of Manteca (via e-mail)
Mel Lytle, Director of Municipal Utilities, City of Stockton (via e-mail)
Fritz Buchman, Director of Public Works, San Joaquin County (via e-mail)

DS: smw

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**CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF, INC. TO PROVIDE STAFFING SERVICES IN THE BUILDING DEPARTMENT FOR EPL (ENTERPRISE PERMITTING AND LICENSING) SOFTWARE ADMINISTRATION AND REPORT MANAGEMENT SERVICES**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with Robert Half, Inc. to Provide Staffing Services in the Building Department for EPL (Enterprise Permitting and Licensing) Software Administration and Report Management Services**

SUMMARY:

City staff utilizes development services software to perform a variety of day-to-day functions across many departments. The City implemented Enterprise Permitting and Licensing (EPL) software platform August 14, 2024 to optimize permit processing, plan review, workflow monitoring, field inspections, payment processing, reporting and regulatory compliance associated with permitting and licensing. On February 12, 2025 the City upgraded this product from On Premise to Cloud Hosted.

Additional services are necessary for the optimization of the system for all departments using EPL (Enterprise Permitting and Licensing). City has used Robert Half International, Inc. (Robert Half) to provide staffing services for Software Administration and Report Management services over the past few years. The City staff has been satisfied with the services received from Robert Half and has requested a proposal for additional support services necessary.

Staff is requesting Council approve Agreement with Robert Half in the amount not to exceed \$80,000. Sufficient funds have been allocated in the adopted Fiscal Year (FY) 24/25 Budget.

BACKGROUND:

With the amount of development activity over the past few years, the City needed a system that will provide developers and citizens with a reasonable turnaround time for inspection and a plan review processes with electronic submissions and responses. The ability to submit plans and schedule inspections electronically will eliminate daily manual entry, which includes the creation, scheduling, tracking, and resulting of inspections. Furthermore, integrating the City's current processes and GIS system in a single software solution will create higher productivity and more efficient handling of data.

MARCH 10, 2025 CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF, INC. TO PROVIDE STAFFING SERVICES IN THE BUILDING DEPARTMENT FOR EPL (ENTERPRISE PERMITTING AND LICENSING) SOFTWARE ADMINISTRATION AND REPORT MANAGEMENT SERVICES**

City Council approved the purchase of the software system Enterprise Permitting and Licensing to streamline permit processing, plan review, workflow tracking, field inspections, payment processing reporting and regulatory compliance associated with permitting and licensing. The software was implemented in August 2024 and upgrade to cloud hosted in February 2025. The City has identified multiple areas for optimization of the software.

City staff has been pleased with the services provided by Robert Half and requested a proposal for support services needed to further optimize Enterprise Permitting and Licensing (EPL).

REASON FOR RECOMMENDATION:

The City implemented Enterprise Permitting and Licensing to optimize permit processing, plan review, workflow monitoring, field inspections, payment processing, reporting and regulatory compliance as associated with permitting and licensing in August 2024. Additional services are necessary for the ongoing optimization.

FISCAL IMPACT:


The contract cost associated with this Agreement is not to exceed \$80,000 which will be paid on a time and material basis. Sufficient Funds have been included in the adopted Fiscal Year 2024-2025 budget for the PSA with Robert Half. Staff does not anticipate contract costs to exceed the budgeted amount prior to the Fiscal Year end.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop to Approve The Proposed Professional Services Agreement s In the Building Department EPL (Enterprise Permitting and Licensing) Software Administration and Report Management Services
- B. Professional Services Agreement with Robert Half International, Inc. to Provide Staffing Services In the Building Department for EPL (Enterprise Permitting and Licensing) Software Administration and Report Management Services

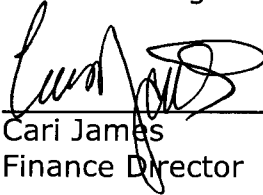
CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF, INC.
TO PROVIDE STAFFING SERVICES IN THE BUILDING DEPARTMENT FOR EPL
(ENTERPRISE PERMITTING AND LICENSING) SOFTWARE ADMINISTRATION
AND REPORT MANAGEMENT SERVICES

APPROVALS:



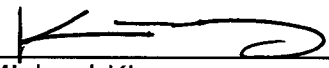
Ed Short
Chief Building Official

2-27-2025
Date



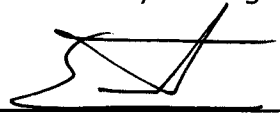
Cari James
Finance Director

3/4/2025
Date



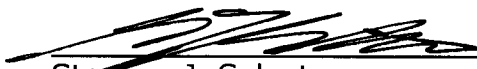
Michael King
Assistant City Manager

3.4.2025
Date



Salvador Navarrete
City Attorney

3-3-2025
Date



Stephen J. Salvatore
City Manager

3.5.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE PROPOSED PROFESSIONAL SERVICES AGREEMENT IN THE BUILDING DEPARTMENT FOR EPL (ENTERPRISE PERMITTING AND LICENSING) SOFTWARE ADMINISTRATION AND REPORT MANAGEMENT SERVICES

WHEREAS, City staff utilizes development services software to perform a variety of day-to-day functions across many departments; and

WHEREAS, The City implemented Enterprise Permitting and Licensing (EPL) to optimize permit processing, plan review, workflow monitoring, field inspections, payment processing, reporting and regulatory compliance as associated with permitting and licensing in August 2024; and

WHEREAS, additional Professional Services are necessary for the ongoing optimization.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the proposed Professional Services Agreement with Robert Half, Inc. to Provide Staffing Services in the Building Department for EPL (Enterprise Permitting and Licensing) Software Administration and Report Management Services.

The foregoing resolution was passed and adopted this 10th day of March 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

**CITY OF LATHROP
PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INC.
TO PROVIDE STAFFING SERVICES IN THE BUILDING DEPARTMENT
FOR EPL (ENTERPRISE PERMITTING AND LICENSING) SOFTWARE
ADMINISTRATION AND REPORT MANAGEMENT SERVICES**

THIS AGREEMENT, dated for convenience this 10th day of March 2025, is by and between **ROBERT HALF INC.**, doing business through its **TECHNOLOGY PRACTICE GROUP** (“CONSULTANT” or “RH”) and the **CITY OF LATHROP**, a California municipal corporation (“CITY” or “Client”);

RECITALS:

WHEREAS, CONSULTANT is experienced, and competent to provide staffing services for assignments in the Building Department for EPL (Enterprise Permitting and Licensing) Software Administration and Report Management, which are required by this Agreement; and

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

WHEREAS, CONSULTANT is willing to render such services in the Building Department for EPL (Enterprise Permitting and Licensing) Software Administration and Report Management, 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 provide services in accordance with the Robert Half Statement of Work, attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these staffing services in accordance with the upmost standards of the industry. This Agreement is only applicable to, and the only Robert Half Inc. branch and practice group obligated under this Agreement is the Robert Half technology practice group of the branch office located in Stockton, CA.

Additional Work. If changes in the work seem merited by CONSULTANT or the CITY, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: CONSULTANT shall forward a letter outlining the changes to the CITY with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be mutually agreed upon, prepared by the CITY, and executed by both Parties.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

(2) Compensation

CITY hereby agrees to pay CONSULTANT hourly rate of \$116.27 per hour, as detailed in Exhibit “A” up to and not to exceed \$80,000.00 (the “Not-to-Exceed Amount”), separate and in addition to any prior agreements, for services upon the request by City and agreed to in writing pursuant to the executed Statement of Work for said services. CONSULTANT shall invoice CITY on a weekly basis and 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. CITY shall not contest any invoices except on the basis of billing or invoicing errors. Notwithstanding anything to the contrary in this Agreement, Consultant shall have no obligation to continue performance of the services once the Not-to-Exceed Amount has been attained.

(3) Effective Date and Term

The effective date of this Agreement is this 10th day of March 2025, and it shall terminate no later than July 31, 2025 as detailed in Exhibit “A”. However, notwithstanding the effective date, this agreement authorizes payment for services beginning the original start date of the services.

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings

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 identified in Exhibit “A” or the Not-to-Exceed provided in Section 2 for either task or for the entire Agreement, unless modified by a properly executed amendment.

(6) Advice and Status Reporting

City may instruct CONSULTANT’s assigned temporary employee (the “Assigned Individual”) to provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and to furnish to CITY such information as is necessary to enable CITY to monitor the performance of the services under this Agreement. Time spent by the Assigned Individual preparing and delivering reports shall be billed to CITY at the applicable hourly bill rate.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

(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.

CONSULTANT's Authorized Representative for the purpose of communication regarding CITY's temporary staffing need is: Caleb Banks.
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

CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide certificates of insurance to the CITY the insurance specified in subsections (a) through (c) below with insurers having an AM Best rating of at least A- VII. 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 by CONSULTANT. Said Statutory Workers' Compensation Insurance shall meet the applicable statutory requirements and Employer's Liability Insurance shall be provided with a limit of not less than one million dollars each accident. 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

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence for commercial general, and combined single limit coverage for auto liability insurance. 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 be \$2,000,000. Commercial General Liability shall include but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property resulting from activities contemplated under this Agreement, and as for Automobile Insurance 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) or equivalent and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto) or equivalent.

As applicable, 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; 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

CITY OF LATHROP-PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

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) Robert Half will endeavor to provide notice of cancellation or non-renewal to CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Consultant will endeavor to provide Notice of cancellation, to the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (ii) The policy must contain a cross liability or severability of interest clause.
 - 1. Reserved.
 - 2. Reserved.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall not be required to disclose the self-insured retentions and deductibles

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

before beginning any of the services or work called for by any term of this Agreement.

- (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 thirty 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) Order CONSULTANT to stop work under this Agreement until CONSULTANT demonstrates compliance with the requirements hereof;
 - (ii) Terminate this Agreement.

(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 staffing services 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 staffing services can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession, which is the temporary staffing industry.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees and agents harmless from and against any and all third party liability, claims, suits, actions, damages, and causes of action to the extent 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, each as applicable, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, 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, provided however, that CITY show not exercise the right to opt to conduct such defense. 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, in order to conduct CONSULTANT's business as a temporary staffing agency, 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.

(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. Upon such termination, the CITY may request CONSULTANT to deliver to the CITY of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to CONSULTANT or in connection with this Agreement.

(14) Funding

CONSULTANT agrees and understands that funding of this agreement beyond the current fiscal year is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

Council may determine not to fund this agreement in subsequent years.

(15) Notices

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

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

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

Main: (209) 941-7430
Fax: (209) 941-7339

To CONSULTANT: Robert Half Inc.
 10100 Trinity Parkway, Suite 330
 Stockton, CA 95219

Copy to: Robert Half Inc.
 With a copy to:
 Client Contracts Dept.
 3001 Bishop Drive, Suite 140
 San Ramon, CA 94583

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work described in Section 1, 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.
- U) 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.

CITY OF LATHROP - PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

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

(17) Notice to Proceed

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.

(18) Signatures

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

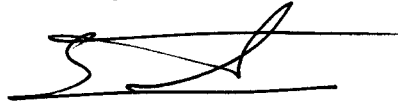
(19) Additional Terms

Notwithstanding any language to the contrary in this Agreement with regard to fixed-price, deliverables or acceptance of deliverables, CONSULTANT shall be compensated on an hourly basis only. CONSULTANT is not provided deliverables under this Agreement.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT
ROBERT HALF INC.- BUILDING DEPARTMENT, EPL SOFTWARE STAFFING
SERVICES FOR ADMINISTRATION AND REPORT MANAGEMENT

Approved as to Form:

City of Lathrop
City Attorney



3-3-2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved By:
Resolution No: _____

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Robert Half, Inc.
Jason King
10100 Trinity Parkway, Suite 330
Stockton, CA 95219
Fed ID #: 94-1648752
Business License # NLB-000554-2025

Signature

Date

(Print Name and Title)

Signature

Date

(Print Name and Title)

EXHIBIT A TO PROFESSIONAL SERVICES AGREEMENT

ROBERT HALF STATEMENT OF WORK

This Robert Half Statement of Work RH (“SOW”), effective as of January 1, 2025, is entered into by and between **City of Lathrop** (“Client”) and Robert Half Inc., through its technology practice group (“RH”).

1. **Scope of Engagement.** RH will assign one or more individual(s) to Client to assist Client with its completion of the following:

See Attachment B.

2. **Professionals.** RH will assign the following individual(s) (each a “Professional”) to Client for this engagement:

Name of Professional	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Ricardo Mendoza-Ramos	\$ 116.27	01/01/2025	06/30/2025

3. **Contact Information.**

Client Representative	RH Representative
Name: Michael King	Name: Caleb Banks
E-mail: mking@ci.lathrop.ca.us	E-Mail: caleb.banks@roberthalf.com
Phone:	Phone: 916-503-0982
Address: 390 Towne Centre Drive, Attn: Human Resource Department, Lathrop, CA 95330	Address: 10100 Trinity Pkwy, Suite 330, Stockton, CA 95219

4. **Termination.** Either party may terminate this SOW at any time upon [thirty] ([30]) days’ prior written notice to the other party.
5. **General Conditions of Engagement.** RH assigns the Professional(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

Agreed to:
City of Lathrop

By _____
Authorized signature

Name (type or print):

Date:

Agreed to:
Robert Half Inc.

By _____
Authorized signature

Name (type or print):

Date:

Exhibit A

General Conditions of Engagement

Required Screenings.

If Client requires RH to perform background checks or other placement screenings of the Professionals, Client agrees to notify RH prior to the start of Services under this SOW. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this SOW. If Client requests a copy of the results of any checks conducted on RH's Professionals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Scope of Assignment.

Client shall supervise the Professionals. Client will not permit or require a Professional (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; or (v) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Professional.

Cash Handling and Other Financial Transactions and Activities.

If Client permits or allows a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, Client accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. Client represents and warrants that to the extent Client permits or allows a Professional to engage in the activities described in this paragraph, Client will not permit or allow a Professional to handle more than (i) \$1,000 per day if Client is a non-profit entity, or (ii) \$25,000 per day if Client is a for-profit entity.

Workplace Safety.

Client agrees that Client has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to Client's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on Client's premises. To ensure the safety of potentially vulnerable individuals on Client's premises, Client agrees not to permit Professionals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Client's care, custody or supervision because of mental health impairments. If any assignment under this SOW is for work to be performed under a government contract or subcontract, Client will notify RH immediately of any obligations in the government contract or subcontract relating to wages.

Operation of Vehicles and Equipment.

RH does not authorize a Professional to operate machinery (other than office machines) or vehicles. If Client wishes to permit a Professional to drive for business purposes, Client accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If Client requires a Professional to drive a vehicle owned by Client or by a Client employee, Client agrees to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will Client permit a Professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that Client accepts full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from Client's failure to comply with the foregoing.

Remote Work.

Client may request that a Professional provide services remotely (i.e., from a location other than Client's or Client's customer's premises) using a laptop and/or other computer or telecommunications equipment provided by Client or RH (collectively, the "Equipment"). In such case, Client acknowledges and agrees that RH shall have no control over, and Client shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security or integrity of the data and other information stored therein or transmitted thereby. Moreover, Client must not permit a Professional to save or store any Client files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution). Client agrees that RH shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Claims.

Client hereby agrees to waive all claims against Robert Half Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from Client's failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. Client agrees that it is responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless Client has reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

Confidentiality.

Professionals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Professional's signature. Client agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.

Circumstances may arise where, because of a default on RH's part or other liability, Client is entitled to recover damages from RH. Regardless of the basis on which Client is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation or other contract or tort claim), RH's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the services that are the subject of the claim. Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. It is understood that Client is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Client, and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Employment Taxes, Withholdings and Insurance.

Each party will maintain workers' compensation insurance and commercial liability insurance. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals. RH reserves the right to re-assign any Professional.

Guarantee.

RH guarantees Client's satisfaction with the services of each Professional by extending to Client a five (5) day (40 hours) guarantee period. If, for any reason, Client is dissatisfied with a Professional, RH will not charge for the first forty (40) hours worked during the applicable guarantee period, provided that Client allows RH to replace the Professional and Client contacts RH regarding its dissatisfaction before the end of the applicable guarantee period. Unless Client contacts RH before the end of the applicable guarantee period, Client agrees that the Professional is satisfactory. RH MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.

Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, RH shall be compensated on an hourly basis only. RH is not providing deliverables under this SOW.

If, for any reason, any Professional is unable to complete his or her assignment, RH will endeavor to provide a suitable replacement, subject to Client's approval. If RH is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Professional, except that Client shall remain liable to RH for services provided by such Professional prior to his/her termination.

Payment Terms.

Each Professional will present a time sheet or an electronic time record to Client’s or Client’s representative for verification and approval at the end of each week. RH will bill Client weekly for the total hours worked. RH’s invoices are due upon receipt, including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of RH’s costs of collection, including reasonable attorneys’ fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. RH may also increase its rates for the services provided under this SOW to reflect increases in RH’s own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of the technology fees and/or increase in rates for the services, and such increase will be prospective, starting as of the effective date RH specifies.

Overtime.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Expenses.

Travel and/or out-of-pocket expenses incurred by a Professional shall be reimbursed by Client immediately upon Client’s receipt of invoice.

Hiring the Professional.

After Client evaluates the performance and potential of a Professional on the job, Client may wish to employ this person directly. In such event, Client agrees to pay a conversion fee. The conversion fee is payable if Client hires the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the Professional’s assignment. Client also agrees to pay a conversion fee if a Professional is hired by (i) a subsidiary or other related company or business as a result of Client’s referral of the Professional to that company or (ii) one of Client’s customers as a result of the Professional providing services to that customer. The conversion fee will be owed and invoiced upon Client’s hiring of the Professional, and payment is due upon receipt of the invoice. The same calculation will be used if Client converts the Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal a percentage of the Professional’s aggregate annual compensation, including bonuses as follows:

Months Billed and Paid (Hours billed and paid)	Conversion Rate
If hired in the first 0-3 months (0-500 hours)	35%
If hired after 3+ months (501+ hours)	Flat Fee of \$500 only.

Miscellaneous.

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party’s respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between RH and Client regarding such engagement(s).

Attachment B

Scope of Engagement

Consultant to be responsible for independently performing the full scope of routine and complex assigned duties to support the EPL software platform in a maintenance support model including a full transition from on-prem to cloud. The consultant will receive task guidance from the Chief Building Official and the Building Management Analyst. The scope of tasks assigned will be specific to EPL and New World Applications specific to the Permitting, Inspections, Licensing and Code Enforcement modules, including but not limited to:

1. Report & Form Development and Maintenance:
 - a. EPL, SSRS Reporting, Crystal Reports & Forms development and maintenance.
 - i. Core Reports & Forms have been developed and delivered. Provide maintenance as necessary.
 - ii. Newly identified reports that are identified will be developed and maintained.
 - iii. Develop reports to replace SQL Server queries that have been frequently ran to provide EPL users easy access to set up information such as Case Type details, Fee/Fee Template Details, etc. Currently 410 queries used, but not all will require a report.
 - b. New World SQL Queries
 - i. As needed and approved by CIO/CBO, provide guidance on optimizing New World reports in relation to EPL uses, such as excel friendly
2. Automation:
 - a. Intelligent Objects, Intelligent Actions, GeoRules, stored procedures, and views creation, modification and optimization specific to EPL Applications
3. Core Configuration Optimization: Civic Access, Enterprise Permitting & Licensing, Inspections, Enterprise Service Requests, Tyler 311, associated System/Global settings
 - a. Custom Field/Online Custom Fields – creation and updates
 - b. Fee/Fee Template/Fee Automation – creation and updates
 - c. Reviews/Submittals/Items/Files/Conditions – creation and updates
 - d. Workflow/Actions/Steps/Tasks, etc. – creation and updates
 - e. Holds – creation and updates
4. Testing:
 - a. Testing as configurations are made / changed
5. Troubleshooting:
 - a. End Users report challenges and optimization requests. Troubleshoot and make recommendations to meet the requested changes.
6. Availability:
 - a. Necessity to being available on call and through email with a time response of no more than an hour during expected business hours, unless notified of Out-Of-Office days / hours.
 - b. Daily Zoom Sharing Meetings
 - i. Screen sharing and training on items identified in daily work

2024-2025 RHI Workers Compensation Policy Numbers

<u>Policy#</u>	<u>States</u>	<u>Eff. Date</u>	<u>Exp. Date</u>	<u>Issuing Company</u>	<u>NAIC #</u>
Robert Half International Inc. and Protiviti Inc.					
LDS4064812	AOS: AL, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, OK, OR, PA RI, SC, SD, TN, TX, UT, VT, VA, WV, WY	6/1/2024	6/1/2025	Safety National Casualty Corp	15105
PS 4064813	WI	6/1/2024	6/1/2025	Safety National Casualty Corp	15105

Liability Insurance

Endorsement

<i>Policy Period</i>	JUNE 1, 2024 TO JUNE 1, 2025
<i>Effective Date</i>	JUNE 1, 2024
<i>Policy Number</i>	3579-66-87
<i>Insured</i>	ROBERT HALF INC.
<i>Name of Company</i>	FEDERAL INSURANCE COMPANY
<i>Date Issued</i>	JUNE 1, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO WRITTEN CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY; BUT THEY ARE INSURED ONLY IF AND TO THE MINIMUM EXTENT THAT SUCH CONTRACT OR AGREEMENT REQUIRES THE PERSON OR ORGANIZATION TO BE AFFORDED STATUS AS AN INSURED. HOWEVER, NO PERSON OR ORGANIZATION IS AN INSURED UNDER THIS PROVISION WHO IS MORE SPECIFICALLY DESCRIBED UNDER ANY OTHER PROVISION OF THE WHO IS INSURED SECTION OF THIS POLICY (REGARDLESS OF ANY LIMITATION APPLICABLE THERETO).

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE – BLANKET ADDITIONAL INSURED – POLICY EXCERPT

Insured Robert Half Inc.
Policy Number 7323-32-17
Policy Effective June 1, 2024 – June 1, 2025; 12:01am Standard Time
Form Number 16-02-0292 (rev. 11-16)

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

2. BROAD FORM INSURED

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024

Policy No. LDS4064812

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

WHERE A WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS IS REQUIRED BY WRITTEN CONTRACT, SUCH ADDITIONAL ENTITIES SHALL BE CONSIDERED AUTOMATICALLY SCHEDULED BY THE COMPANY.

INDIVIDUALLY SCHEDULED WAIVERS SHALL NOT BE CONSTRUED TO OVERRIDE NOR NEGATE THIS BLANKET WAIVER.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06/01/2024

Policy No. PS 4064813

Endorsement No.

Insured ROBERT HALF INC.

Premium \$ Included

Insurance Company Safety National Casualty Corporation

Countersigned By _____

ITEM 4.8

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE CONTRACT AMENDMENT NO. 3 WITH SORACCO, INC., FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS**

RECOMMENDATION: **Adopt Resolution to Approve Contract Amendment No. 3 for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc. and Approve a Budget Amendment**

SUMMARY:

On July 13, 2020, the City Council approved a contract with Soracco, Inc., for an annual amount not to exceed \$200,000 to provide on-call construction services for wet utility (potable water, sewer, storm drain, and recycled water) and street repair services. Due to an increase in the amount of repairs needed in subsequent years, the contract amount needs to be adjusted through the issuance of contract amendment. Therefore, Contract Amendment No. 3 with Soracco, Inc., in the amount of \$100,000 is being requested to ensure the continuation of these essential services for the remainder of the current fiscal year FY 24-25.

The approved budget for FY 24-25 does not contain adequate funds for the additional repair costs. City staff is requesting a budget amendment of \$100,000 to increase appropriations to the Water Fund 5620 to cover these necessary services.

BACKGROUND:

The Public Works Department is tasked with the upkeep of the city's water, sewer, storm drain, recycled water systems, as well as the maintenance of streets and sidewalks within the public right-of-way. On-call construction services are necessary in cases where immediate wet utility and street repairs exceed the department's capabilities.

On June 9, 2020, staff issued an informal Notice Inviting Bids for the On-Call Construction Services, in compliance with the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30. Following a thorough evaluation process, on July 13, 2020, the City Council approved a contract with Soracco, Inc., the lowest responsive and responsible bidder. Soracco, Inc., would provide on-call construction services for wet utility (potable water, sewer, storm drain, and recycled water) and street repair services for both planned and emergency work during the fiscal year 2020-21.

The contract was amended in December 2021 to provide clarification the \$200,000 annual compensation was per fiscal year. Subsequently, on May 8, 2023, the City Council approved Contract Amendment No. 2 in the amount of \$100,000 to cover the actual number of repairs that exceeded initial projections for the FY 22-23.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT AMENDMENT NO. 3 WITH SORACCO, INC., FOR ON-
CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

REASON FOR RECOMMENDATION:

Over the past two fiscal years, Soracco, Inc. has consistently delivered services at a cost that aligns with the contracted amount of \$200,000 per fiscal year. However, this year has presented unforeseen challenges, as an unusually high number of repairs have caused us to exceed the annual contract amount by mid-February 2025. Therefore, staff is seeking approval for Contract Amendment No. 3, which would allow for an additional \$100,000 to be added to the budget for the remainder of the 2024-25 fiscal year.

FISCAL IMPACT:

The approved budget FY 24-25 does not contain adequate funds for the additional repair costs. City Staff is requesting a budget amendment of \$100,000 to increase appropriations to the Water Fund 5620 for maintenance and repair services as follows:

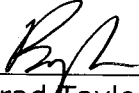
Increase Appropriation	
5620-50-50-420-75-00	\$100,000

ATTACHMENTS:

- A. Resolution to Approve Contract Amendment No. 3 for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc. and Approve a Budget Amendment
- B. Contract Amendment No. 3 for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc.

CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE CONTRACT AMENDMENT NO. 3 WITH SORACCO, INC., FOR ON-
CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

APPROVALS:



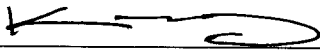
Brad Taylor
City Engineer

2/28/2025
Date



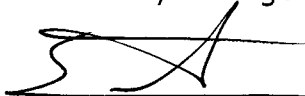
Cari James
Finance Director

5/29/2025
Date




Michael King
Assistant City Manager

3.3.2025
Date



Salvador Navarrete
City Attorney

2-26-2025
Date



Stephen J. Salvatore
City Manager

3-4-25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE CONTRACT AMENDMENT NO. 3 FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS WITH SORACCO, INC. AND APPROVE A BUDGET AMENDMENT

WHEREAS, the Public Works Department is tasked with the upkeep of the City's water, sewer, storm drain, recycled water systems as well as the maintenance of streets and sidewalks within the public right-of-way; and

WHEREAS, in cases where immediate wet utility and street repairs exceed the departments capabilities, on call construction services are necessary; and

WHEREAS, on June 9, 2020, staff issued an informal Notice Inviting Bids for the On-Call Construction Services in compliance with the Public Contract Code and the Lathrop Municipal Code, Chapter 3.30; and

WHEREAS, on July 13, 2020, the City Council approved a contract with Soracco, Inc., the lowest responsive and responsible bidder to provide on-call construction services for wet utility (potable water, sewer, storm drain, and recycled water) and street repair services; and

WHEREAS, the contract with Soracco, Inc., was amended in December 2021 to provide clarification the \$200,000 annual compensation was per fiscal year; and

WHEREAS, subsequently, on May 8, 2023, the City Council approved Contract Amendment No. 2 in the amount of \$100,000 to cover unforeseen additional repairs that exceeded initial projections for the FY 22-23; and

WHEREAS, this year has presented unforeseen challenges, as an unusually high number of repairs have caused us to exceed the annual contract amount by mid-February 2025 and

WHEREAS, staff is seeking approval for Contract Amendment No. 3, which would allow for an additional \$100,000 to be added to the budget for the remainder of the 2024-25 fiscal year; and

WHEREAS, staff is also requesting a budget amendment in the amount of \$100,000 to increase appropriations to the Water Fund 5620 for maintenance and repair services.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Contract Amendment No. 3 to add \$100,000 for On-Call Construction Services for Wet Utility and Street Repairs with Soracco, Inc. for the remainder of the 2024-25 fiscal year; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment in the amount of \$100,000 as follows:

Increase Appropriation	
5620-50-50-420-75-00	\$100,000

The foregoing resolution was passed and adopted this 10th day of March 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

AMENDMENT NO. 3

**TO THE GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF LATHROP AND
SORACCO, INC. DATED JULY 13, 2020**

**FOR EMERGENCY ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND
STREET REPAIRS**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 3") to the agreement between Soracco, Inc. and the City of Lathrop dated July 13, 2020, (hereinafter "AGREEMENT") dated for convenience this **10th day of March 2025**, is by and between **Soracco, Inc.** ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONTRACTOR is specially trained, experienced, and competent to perform On-Call Wet Utility and Street Repairs for the City of Lathrop, which are required by this agreement; and

WHEREAS, on June 9, 2020, CITY issued an informal Notice Inviting Bids for the On-Call Construction Services; and

WHEREAS, on June 25, 2020, CONTRACTOR submitted a bid for On-Call Construction Services for Wet Utility and Street Repairs; and

WHEREAS, on July 13, 2020, CONTRACTOR and CITY entered into an AGREEMENT for On-Call Construction Services for Wet Utility and Street Repairs, in the amount not to exceed \$200,000 per fiscal year; and

WHEREAS, on December 13, 2021, AMENDMENT NO. 1 was issued to modify Section 2 to accurately reflect compensation per fiscal year; and

WHEREAS, on May 8, 2023, AMENDMENT NO. 2 was issued to add \$100,000 to continue providing services for the remainder fiscal year 2023-2024, and

WHEREAS, AMENDMENT NO. 3 is needed to add \$100,000 to continue providing services for the remainder of fiscal year 2024-2025, and

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

AMENDMENT NO. 3 TO AGREEMENT

- (1) **Compensation.** Section (2) of the AGREEMENT is hereby amended to add the lanugage below:

CITY hereby agrees to pay CONTRACTOR a sum not to exceed an \$200,000 for fiscal year, 2024-2025 (\$200,000 for the original agreement and AMENDMENT NO.1 and \$100,000 for AMENDMENT NO. 2) on a time and materials unitary basis, for the services referenced in Section 1, above and at the rates stated in the CONTRACTOR'S bid item

CITY OF LATHROP – AMENDMENT NO. 3 WITH SORACCO, INC. FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

schedule submitted on June 25, 2020, attached as Exhibit “A”. CONTRACTOR 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 CONTRACTOR be entitled to compensation for work not included in Exhibit “A”, unless a written change order or authorization describing the new 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.

(2) Applicability to Original AGREEMENT

All terms and conditions set forth in the AGREEMENT dated July 13, 2020 as amended by Amendments 1 and 2 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

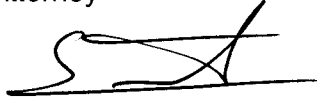
(3) Signatures

The individuals executing this AMENDMENT NO. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 3 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – AMENDMENT NO. 3 WITH SORACCO, INC. FOR ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS

Approved as to Form:

City of Lathrop
City Attorney



2.26.2025

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

City Council Approval:
March 10, 2025

Resolution No:

Stephen J. Salvatore
City Manager

Date

Consultant:

Soracco, Inc.
903 E. Lodi Ave.
Lodi, CA. 95240
Phone: (209) 267-4030

Federal ID # _____
Lathrop Business License # **41517**

Signature

Date

Print Name and Title

EXHIBIT A: CONTRACTOR'S SUBMITTED BID SCHEDULE

ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS

ATTACHMENT A

ON-CALL CONSTRUCTION SERVICES FOR WET UTILITY AND STREET REPAIRS BID PRICING SCHEDULE

BID ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Mobilization and Demobilization	EA	\$ 1,000
SEWER/STORM DRAIN SYSTEM REPAIRS			
Sewer Main Replacement (for depths up to 5 feet)			
2	Less than 12 inches in diameter	LF	\$ 175. ⁰⁰ .
3	12-inches in diameter and above	LF	\$ 250. ⁰⁰ .
Sewer Main Replacement (for depths between 5 and 10 feet)			
4	Less than 12 inches in diameter	LF	\$ 200. ⁰⁰ .
5	12-inches in diameter and above	LF	\$ 300. ⁰⁰ .
Sewer Main Replacement (for depths greater than 10 feet)			
6	Less than 12 inches in diameter	LF	\$ 300. ⁰⁰ .
7	12-inches in diameter and above	LF	\$ 425. ⁰⁰ .
Sewer Main Spot Repair (for depths up to 5 feet)			
8	Less than 12 inches in diameter	EA	\$ 15,125
9	12-inches in diameter and above	EA	\$ 17,000
Sewer Main Spot Repair (for depths between 5 and 10 feet)			
10	Less than 12 inches in diameter	EA	\$ 16,990
11	12-inches in diameter and above	EA	\$ 18,270
Sewer Main Spot Repair (for depths greater than 10 feet)			
12	Less than 12 inches in diameter	EA	\$ 20,870
13	12-inches in diameter and above	EA	\$ 26,900
Storm Drain Main Repairs (for depths up to 5 feet)			
14	Less than 15-inches in diameter	LF	\$ 750
15	Over 15-inches to 24 inches in diameter	LF	\$ 575
16	Over 24 inches to 36 inches in diameter	LF	\$ 675
17	Over 36 inches to 48 inches in diameter	LF	\$ 1,000

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACHMENT A

	Storm Drain Main Repairs (for depths between 5 and 10 feet)		
18	Less than 15-inches in diameter	LF	\$ 550
19	Over 15-inches to 24 inches in diameter	LF	\$ 600
20	Over 24 inches to 36 inches in diameter	LF	\$ 700
21	Over 36 inches to 48 inches in diameter	LF	\$ 1,200
	Storm Drain Main Repairs (for depths greater than 10 feet)		
22	Less than 15-inches in diameter	LF	\$ 500
23	Over 15-inches to 24 inches in diameter	LF	\$ 700
24	Over 24 inches to 36 inches in diameter	LF	\$ 850
25	Over 36 inches to 48 inches in diameter	LF	\$ 1,000
26	Sewer Lateral Replacement	LF	\$ 800
27	Sewer Lateral Spot Repair	EA	\$ 12,000
	Sewer/Storm Manhole Repairs		
28	Repair of pipe trough and shelf base inside of manhole	EA	\$ 7,000
29	Replace manhole frame and cover	EA	\$ 2,500
WATER/RECYCLED WATER SYSTEM REPAIRS			
	Water Main Replacement (for depths up to 5 feet)		
30	6-inches in diameter	LF	\$ 250
31	8-inches in diameter	LF	\$ 275
32	10-inches in diameter	LF	\$ 300
33	12-inches in diameter	LF	\$ 325
34	16-inches in diameter	LF	\$ 375
35	Over 16-inches in diameter	LF	\$ 425
	Water Main Replacement (for depths between 5 and 10 feet)		
36	6-inches in diameter	LF	\$ 300
37	8-inches in diameter	LF	\$ 325
38	10-inches in diameter	LF	\$ 350
39	12-inches in diameter	LF	\$ 425
40	16-inches in diameter	LF	\$ 515

A-3

**ON-CALL CONSTRUCTION SERVICES
FOR WET UTILITY AND STREET REPAIRS**

ATTACHMENT A

41	Over 16-inches in diameter	LF	\$ 650
	Water Main Spot Repair (for depths up to 5 feet)		
42	12-inches or less diameter	EA	\$ 13,570
43	Over 12-inches in diameter	EA	\$ 14,870
	Water Main Spot Repair (for depths between 5 and 10 feet)		
44	12-inches or less diameter	EA	\$ 15,000
45	Over 12-inches in diameter	EA	\$ 18,870
46	Water Service Line Replacement (trenchless, 1-1/2 to 2-inch diameter)	LF	\$ 200
47	Water Service Line Spot Repair	EA	\$ 10,000
48	Fire Hydrant Knockdown Repair	EA	\$ 3,000
49	Fire Hydrant Knockdown Replacement	EA	\$ 6,000
	Water System Valve Replacement		
50	6-inches in diameter	EA	\$ 8,650
51	8-inches in diameter	EA	\$ 9,000
52	10-inches in diameter	EA	\$ 9,500
53	12-inches in diameter	EA	\$ 10,000
54	16-inches in diameter	EA	\$ 12,000
55	18-inches in diameter	EA	\$ 15,000
56	ARV Valve Replacement	EA	\$ 3,000
57	Meter/Meter Box Replacement	EA	\$ 3500
STREET AND SIDEWALK REPAIRS			
58	Saw-Cutting Asphalt Concrete Pavement (per inch depth cut)	LF	\$ 20.00
59	Asphalt Concrete Pavement Repair (per 2-1/2-inches thick lift)	SF	\$ 50.00
60	Concrete Sidewalk Removal & Replacement	SF	\$ 100
61	Concrete Curb and Gutter Removal & Replacement	LF	\$ 375.
	TOTAL UNIT PRICE (ITEMS 1-61)		\$ 306,125.00

**CONTRACT IS TO BE AWARDED BASED ON BID PRICING SCHEDULE WITH THE
LOWEST UNIT PRICES**

A-4

ATTACH TIME AND MATERIALS RATE SHEET

ALLOWANCE ITEMS					
1	Allowance for working in locations with enhanced traffic control	1	EA	Time & Materials	NTE \$10,000
2	Allowance for unexpected field conditions or issues that are beyond the scope of typical wet utility or street repair	1	EA	Time & Materials	NTE \$15,000
3	All Planned Work	1	EA	Time & Materials	NTE 125,000
3	All Emergency Work	1	EA	Time & Materials	NTE \$50,000

SORACCO

LIC. #1028603 Inc.
GENERAL ENGINEERING & BUILDING CONTRACTOR

TIME & MATERIAL RATES 2019/20

EQUIPMENT

NOTE: Equipment Rates include Markup But Are 'Bare' – No Labor Is Included (see below)
 Additional Equipment surcharges may apply when rental costs exceed rates listed below
 Rates Do Not Include Extra Charge For Working In Rock Conditions

(Rates Include Consumables and Minor Tools)

Rental Equipment will be charged at the full invoice price. Teichert reserves the right to impose a fuel surcharge

	Rate Per Hour
Pickups	
ACA F150 2wd ½ Ton Pickup	25.00
ACB F250 & F350 Pickup	29.00
ACD F350 Pickup w/ Utility Body	25.00
ACE F550 Crew Truck & Cone Truck	29.00
ACF F250 & F350 4wd Pickup	25.00
ACH F550 w/Utility Body Mechanics & Plumbers	29.00
Hammers	
HYD Hydraulic Hammer, Excavator Attachment	25.00
Paver	
FBD Asphalt Paver	275.00
Tractors / Backhoes / Loaders	
LBC Loader, Scraper JD210LJ & Case 570MXT	60.00
LBF Loader, Backhoe JD 410G	85.00
LBM Loader, 3Yd Volvo L120	121.00
LBS Skid Steer, Cat 259D	50.00
Motor Graders (Blades)	
MHD Motor Grader, Cat 140G	140.00*
Rollers/Compactor	
RBH Roller, Pneumatic, 10 Ton, IR PT125R	75.00
RKA Compactor, Cat 815F	175.00*
RVC Roller, Vibratory, Cat CB224E, CB24, CB32	55.00
RVN Roller, Vibratory Pad Drum, Cat CP56B	115.00
Excavators	
SGA SGA – Excavator	60.00
SGC Excavator, Cat 308D CR SB	70.00*
SGD Excavator, Cat 325	130.00*
SGF Excavator, Cat 336	180.00*
Dozers	
TDB Crawler, Cat D4H	120.00
TDC Crawler, Cat D5KXL	120.00
TDD Crawler, Cat D6R	150.00*
TDJ Crawler, Cat D10R, D10T	400.00
TDM Crawler, Cat D8R, D8T	258.00*
TDO Crawler, Cat D9R	325.00*
Scrapers	

SORACCO

LIC. #1028603

Inc.

GENERAL ENGINEERING & BUILDING CONTRACTOR

TIME & MATERIAL RATES

2019/20

TEF	Scraper, Open Bowl, Cat 631E	288.00*
TEL	Water Pull, 8000-Gal, Cat 623	185.00*
TEN	Scraper, Elevating Cat 623G	258.00*
TEO	Scraper, Cat 627	350.00*
TEQ	Scraper, Cat 637G	375.00*
TET	Scraper, Elevating Cat 613C	155.00*

Trucks

TRC	Truck, HD Flatrack, Includes Flatbed Trailer	60.00
TRL	Truck, Water, Peterbilt 359	90.00
TRO	Truck, 3-Axle & End Dump Trailer	99.00
TRQ	Truck, Transport, Lowbed	100.00
TRS	Truck, Sweeper	200.00
TRV	Truck, Vacuum	275.00

Forklifts

UAB	Pneumatic Forklift 4,000 – 6,000# Capacity	63.00
UAC	Pneumatic Forklift 13,000 – 16,000# Capacity	63.00
UAT	Telescoping Forklift	80.00

*= When working in rock add per hour:

MHD	15.00
RKA	20.00
SGC	10.00
SGD	10.00
SGF	12.00
TDD	10.00
TDM	15.00
TDO	20.00
TEF	15.00
TEL	20.00
TEN	20.00

SORACCO

LIC. #1028603

Inc.

GENERAL ENGINEERING & BUILDING CONTRACTOR

TIME & MATERIAL RATES

2019/20

LABOR (Northern California Rates)

NOTE: Labor Rates include Markup

	<u>Regular Time</u>	<u>Overtime</u>	<u>Double Time</u>
Foremen			
Operating Engineer Foremen	130.00	172.00	213.00
Labor Foremen			
Carpenter Foremen			
Cement Mason Foremen			
Plumber Foremen			
Operator – Class 1			
Motor Grader (Blade)	128.00	168.00	207.00
Excavator			
Cranes			
Operator – Class 2			
Loader	125.00	163.00	202.00
Dozer			
Grade setter			
Asphalt Paver			
Tractor w/Scraper			
Finish Roller (Asphalt)			
Backhoe			
Scraper			
Mechanic			
Compactor			
Trencher			
Operator – Class 3			
Apprentice	123.00	163.00	197.00
Concrete Paver/Trimmer			
Hydralift			
Surveyor/Chainman/Rodman			
Screedman			
Chip Spreader			
Roller (non-asphalt)			
Oiler			
Laborers			
	94.00	122.00	149.00
<i>**If Laborers are working in Alameda, Contra Costa, Marin, San Francisco or Santa Clara Counties, rates for laborers increase by \$1.00</i>			
Carpenter	122.00	156.00	195.00
Cement Mason	106.00	136.00	168.00
Teamster (Drivers)	102.00	129.00	159.00
Plumber	111.00	124.00	154.00

Rates are effective from July 2019 through June 2020. Soracco, Inc. reserves the right to modify this schedule at any time.

Page 3 of 4

SORACCO

LIC. #1028603

Inc.

GENERAL ENGINEERING & BUILDING CONTRACTOR

TIME & MATERIAL RATES

2019/20

SMALL TOOLS

NOTE: Additional Equipment surcharge may apply when rental costs exceed rates listed below

Small Tools & Miscellaneous (Mark-up Included)		Rate Per Day
SE-AHB	Hot box asphalt 2 ton trailer	146.00
SE-APS	Airless Paint Striper – Ride O	260.00
SE-ATV	ATV/Kubota Utility Vehicle	56.00
SE-BCA	Skidsteer Buckets/Fork Attachments	8.00
SE-BCB	Breaker & Broom Attachment	92.00
SE-BCC	Manhole Cutter Attachment	176.00
SE-BEH	Self – propelled Broom	160.00
SE-BGB	13" Brum Grinder Attachment	600.00
SE-BGD	HRZ Drill Attachment	80.00
SE-BGR	Grinder Attachment	360.00
SE-CBE	Air Compressor (185 cfm)	72.00
SE-CBF	Air Compressor (210 cfm)	76.00
SE-CBG	Air Compressor (300 cfm – 700 cfm)	112.00
SE-CMS	Changeable Message Sign Board	112.00
SE-CMT	Mini Message Board	80.00
SE-CSM	Crack Sealer Machine	480.00
SE-CSS	Speed Board	72.00
SE-CSU	Hydraulic Pipe Fusion Machine	104.00
SE-FAU	Arrow Board	48.00
SE-GAD	Generator = or <25kw – tow	84.00
SE-GAE	Generator > 25kw – tow	200.00
SE-GDD	EZ Drill – 5 Drill	432.00
SE-GDR	EZ Drill – Single	88.00
SE-KRL	Krail Clamp	80.00
SE-LBS	Skidsteers	280.00
SE-LTO	Light Towers – Tow	116.00
SE-MEH	Mortar & Concrete Mixers	52.00
SE-OAK	Asphalt Emulsion Tac Pot	104.00
SE-PLG	6" Pumps	80.00
SE-PLO	12" Hurricane Pump/Pumpmaster	136.00
SE-POC	Standpipe	18.40
SE-RMB	Rumble Strips (Set of 6)	48.00
SE-RSK	Shaker Screen	660.00
SE-RVC	1-3 Ton Vibratory Roller	160.00
SE-SCA	Dike/Curb Machine	188.00
SE-SCB	Curb Machine-Gomaco CC1200	268.00
SE-SCR	Concrete Roller Screed – Ride	240.00
SE-SCS	Concrete Striker Screed	120.40
SE-SSS	Sand Spreader	136.00
SE-TAJ	Water Wagon	64.00
SE-TAL	Laser Trailer	20.00
SE-TAS	Shade Trailer	8.00
SE-TAT	Klein Tank	104.00

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ITEM 4.9

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AGREEMENT WITH V&A CONSULTING ENGINEERS INC., TO PROVIDE A CONDITION ASSESSMENT OF CROSSROADS STORM DRAIN PUMP STATION OUTFALL AND PIPELINES AND A BUDGET AMENDMENT**

RECOMMENDATION: **Adopt a Resolution to Approve an Agreement with V&A Consulting Engineers Inc., to Provide a Condition Assessment of the Crossroads Storm Drain Pump Station Outfall and Pipelines and Approve a Budget Amendment**

SUMMARY:

In accordance with the lease agreement between the City of Lathrop and the State Lands Commission (SLC) for the Crossroads storm drain pump station outfall, the City is obligated to conduct a thorough assessment of the pipes and headworks structure. V&A Consulting Engineers Inc., (V&A) has provided a proposal to provide this assessment for a cost of \$26,000.

Allocated funds in the FY 24/25 budget for the Crossroads Storm Drain Fund 2500 are insufficient to cover this expense. Therefore, City staff is seeking approval from the Council to amend the budget by \$26,000 to increase appropriations to Fund 2500.

BACKGROUND:

On June 23, 2022, the City of Lathrop entered into a general lease agreement with the SLC regarding the existing storm drain outfall for the Crossroads storm drain pump station and the new outfall for the Consolidated Treatment Facility (CTF) discharge to the San Joaquin River. Under the terms of this lease agreement, the City is obligated to conduct a thorough condition assessment of the 12-inch and 48-inch diameter pipelines and head wall to ensure their suitability for continued use within six months of the lease commencement date, and subsequently at least once every five years.

In response to a request from staff, V&A has submitted a proposal for conducting a comprehensive condition assessment of the Crossroads Storm Drain Pump Station outfall and pipelines at a cost of \$26,000.

RECOMMENDATION:

It is imperative that this assessment be completed to ensure the proper functioning and maintenance of the storm drain pump station outfall. Approval of this budget

CITY MANAGER’S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE AGREEMENT WITH V&A ENGINEERING TO PROVIDE A
CONDITION ASSESSMENT OF CROSSROADS STORM DRAIN PUMP STATION
OUTFALL AND PIPELINES AND A BUDGET AMENDMENT

amendment is needed to fulfill our obligations under the lease agreement and maintain the integrity of the City’s infrastructure.

In order to adhere to the terms of the SLC lease agreement, staff requests that City Council consider adopting a resolution to approve an agreement with V&A. This agreement will facilitate a comprehensive condition assessment of the Crossroads Storm Drain Pump Station Outfall. Additionally, we seek approval for a budget amendment to increase the appropriations for the Crossroads Storm Drain Fund 2500.

FISCAL IMPACT:

The cost of the agreement with V&A is \$26,000, which will be funded through the Crossroads Storm Drain Fund 2500. The adopted FY 24/25 budget for Fund 2500 did not allocate enough funds to cover this expense. As a result, staff requests that the Council approve a budget amendment to increase the appropriation for Fund 2500 by \$26,000 as follows:

Increase Appropriation

2500-5021-420-01-00	\$26,000
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ATTACHMENTS:

- A. Resolution to Approve an Agreement with V&A Consulting Engineers, Inc., to Provide a Condition Assessment of the Crossroads Storm Drain Pump Station Outfall and Approve a Budget Amendment
- B. Agreement with V&A Consulting Engineers, Inc. to Provide a Condition Assessment of the Crossroads Storm Drain Pump Station Outfall

CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE AGREEMENT WITH V&A ENGINEERING TO PROVIDE A
CONDITION ASSESSMENT OF CROSSROADS STORM DRAIN PUMP STATION
OUTFALL AND PIPELINES AND A BUDGET AMENDMENT

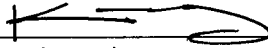
APPROVALS:



Greg Gibson
Senior Civil Engineer

02/24/2025

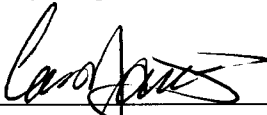
Date

 FOR

Brad Taylor
City Engineer

2.27.2025

Date



Cari James
Finance Director

2/26/2025

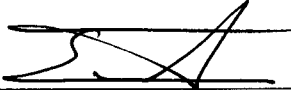
Date



Michael King
Assistant City Manager

2.27.2025


Date



Salvador Navarrete
City Attorney

2.24.2025

Date



Stephen J. Salvatore
City Manager

2.28.25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN AGREEMENT WITH V&A CONSULTING ENGINEERS INC., TO PROVIDE A CONDITION ASSESSMENT OF THE CROSSROADS STORM DRAIN PUMP STATION OUTFALL AND PIPELINES AND APPROVE A BUDGET AMENDMENT

WHEREAS, on June 23, 2022, the City of Lathrop entered into a general lease agreement with the SLC regarding the existing storm drain outfall for the Crossroads storm drain pump station and the new outfall for the CTF discharge to the San Joaquin River; and

WHEREAS, under the terms of this lease agreement, the City is obligated to conduct a thorough condition assessment of the 12-inch and 48-inch diameter pipelines and head wall to ensure their suitability for continued use within six months of the lease commencement date, and subsequently at least once every five years; and

WHEREAS, at the request of staff, V&A Consulting Engineers Inc., has provided a proposal for providing a condition assessment of the Crossroads Storm Drain Pump Station outfall and pipelines for a cost of \$26,000; and

WHEREAS, in order to adhere to the terms of the SLC lease agreement, staff requests that City Council consider adopting a resolution to approve an agreement with V&A. This agreement will facilitate a comprehensive condition assessment of the Crossroads Storm Drain Pump Station Outfall. Additionally, staff requests approval for a budget amendment to increase the appropriations for the Crossroads Storm Drain Fund 2500.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve an agreement with V&A Consulting Engineers Inc., to provide a condition assessment of the Crossroads Storm Drain Pump Station Outfall to be paid through Crossroads Storm Drain Fund 2500; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the following budget amendment:

Increase Appropriation

2500-5021-420-01-00

\$26,000

The foregoing resolution was passed and adopted this 10th day of March 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 SERVICES WITH V&A CONSULTING
ENGINEERS INC.**

**TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS
STORM DRAIN PUMP STATION OUTFALL**

THIS AGREEMENT, dated for convenience this 10th day of March, is by and between V&A Consulting Engineers Inc., ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Pipeline and Outfall Condition Assessment Services for the Crossroads Storm Drain Pump Station, which are required by this agreement; and

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

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$26,000** for the Professional 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

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **March 10, 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) 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: Noy Phannavong, P.E. 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.

(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 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.

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

- (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 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

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

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. 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.

(14) Funding

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

(15) Notices

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

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

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: V&A Consulting Engineers, Inc..
1000 Broadway, Suite 320
Oakland, CA 94607
FED ID # _____
Bus License # _____

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (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.

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

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

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

- (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.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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.

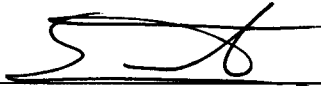
(18) Signatures

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

CITY OF LATHROP – V&A CONSULTING ENGINEERS, INC.
TO PROVIDE CONDITION ASSESSMENT SERVICES FOR THE CROSSROADS STORM DRAIN
PUMP STATION OUTFALL

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

2-25-2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City Council Approval:
March 10, 2025

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution No:

Stephen J. Salvatore
City Manager

Date

Consultant:

V&A Consulting Engineers, Inc.
1000 Broadway, Suite 320
Oakland, CA 94607
Fed ID #
Business License #

Signature

Date

Print Name and Title

Signature

Date

Print Name and Title



1000 Broadway
Suite 320
Oakland, CA 94607

510.903.6600 Tel
510.903.6601 Fax
vaengineering.com

V&A Project No. 25-0047

February 4, 2025

Greg Gibson, PE
Senior Civil Engineer
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: City of Lathrop – Crossroads Storm Drain Pump Station Outfall Pipes
Proposal for Condition Assessment Services

Dear Mr. Gibson:

Thank you for requesting a proposal for the assessment of the Crossroads Storm Drain Pump Station outfall pipes located in Lathrop, California. The outfall pipes are comprised of approximately 1,850 feet of 12-inch PVC and 48-inch RCP/steel pipes. The pipes convey storm water runoff from the Crossroads commercial/industrial park to the San Joaquin River. The outfall pipes are buried underground, cross underneath Interstate 5, and cross through the levee before reaching the river. There are potentially three (3) access points: the pressure chamber at the pump station, the air release valves at the levee, and the flap gates at the outfall structure at the river.

The City of Lathrop is required by the State Lands Commission to perform a condition assessment of the outfall pipes. V&A Consulting Engineers (V&A) is prepared to assess the condition of the pipes using visual investigation, non-destructive testing, and closed-circuit television video of the pipe to the extent that is possible due to access constraints.

The work is anticipated to occur in March 2025. Per your request, the following is our proposal and detailed scope of work for the subject services:

Scope of Work

Task | Description

1. **Project Management:** Track and execute the project in accordance with the schedule, budget, and quality expectations that are established. The project duration is assumed to be 3 months. This task includes the following project management work activities:
 - a. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within the total project budget.
 - b. Submit required prevailing wage documents and DAS forms as required by the State of California Department of Industrial Relations for all field-testing work. Comply with prevailing wage laws and certified payroll requirements, if necessary.
 - c. Manage the quality of all work activities and project deliverables.
2. **Preparation:**
 - a. **Document Review:** Review the drawings and existing documentation for the outfall pipes to determine the requirements for the field assessment, such as determining the access locations, staging of safety equipment, and testing locations.

- b. **Equipment:** Prepare equipment, including personal protective equipment, gas meters, ventilation equipment, tripod assembly, mechanical winch, and fall arrest for the field assessment.
3. **Field Assessment:** The 12-inch and 48-inch outfall pipes will be evaluated during one (1) site visit, assuming that both pipes will be available during the site visit. The CCTV camera will be deployed at the pressure chamber, air-release valve, and outfall structure, as accessible. V&A will conduct confined space entries to deploy the CCTV camera at the pressure chamber as well as to perform testing on the interior surfaces of the 48-inch outfall pipe locally (at the access structures only) at the pressure chamber, air release valve, and outfall structure, as safely accessible. The assessment will be performed by three (3) V&A personnel and two (2) CCTV subcontractor staff. V&A will comply with Cal OSHA confined space entry requirements; however, a safety plan will not be submitted prior to the site visit. V&A will provide the confined space safety and testing equipment required for V&A personnel to conduct the assessment. The field assessment will include the following:
- a. **Visual assessment:** Qualitative condition assessment observations are subjective and based upon the evaluator's expertise.
 - i. Visually assess safely accessible surfaces of the outfall pipes.
 - ii. Rate conditions using the VANDA® Concrete and Metallic Condition Indexes. See attached VANDA Indexes.
 - iii. Document observations using digital photographs. A minimum of 40 photos will be obtained.
 - b. **Reinforced concrete pipe at the pressure chamber:**
 - i. Measure the thickness of concrete pipe and the concrete protecting the reinforcing steel using surface penetrating radar (SPR).
 - ii. Assess the concrete pipe surface condition by "sounding" to listen for shallow delamination within the concrete substrate. Delaminated areas will be marked with chalk for reporting purposes.
 - iii. Conduct penetration measurements (using a chipping hammer) to find the depth to sound material at 1 location.
 - iv. Measure the surface pH of the concrete surfaces at the concrete penetration test location described above. The pH of concrete can substantiate the extent of degradation.
 - c. **Steel pipe at the air release valve (levee) and outfall structure:**
 - i. Measure the metal wall thickness using A-scan ultrasonic testing (UT) at up to 16 locations on the pipe interior to evaluate the nominal thickness and extent of corrosion. A schematic showing the number and location of the measurements will be provided.
 - ii. Measure pit depth where significant metallic corrosion pitting is observed and UT measurements are not successful. A pit depth gauge will be used for measurements.
 - d. **CCTV**
 - i. Retain a CCTV contractor to capture CCTV assessment videos of the outfall pipes to the extent possible from accessible access locations. The CCTV assessments will be conducted per NASSCO PACP coding standards. Provide NASSCO coding data in tabular form, videos, still images of defects, and PACP reports in electronic form.
4. **Report:** Prepare a letter report that describes the field assessment methods, activities, results, and conclusions. The report will include photographs of the existing conditions, data tables, and graphical and illustrative figures, as required, to present the information gathered during this

assessment. The locations and severity of defects will be noted, and the current condition of the pipes regarding their state of degradation will be described. Recommendations for rehabilitation or repair will be presented in the report, as needed. A draft electronic copy of the report will be submitted for review. Comments will be incorporated, and a final electronic copy that is signed and stamped by a licensed California civil engineer will be provided.

Any changes to the following assumptions, prevailing wage assumption, exclusions and limitations, or proposed schedule may necessitate an adjustment to the proposed fee.

Assumptions

The following is a list of additional assumptions used to develop V&A's scope of work.

- V&A will submit monthly invoices in electronic format via email. Time spent submitting invoices via a different method may incur additional charges.
- The pump station and outfall pipes will be taken out of service, cleaned, and dewatered by the City prior to the assessment.
- The access points listed below will be opened and secured by the City:
 - Pressure chamber – open hatches and sluice gates.
 - Air release valves – open manhole hatch and temporarily remove air valves.
 - Flap gates – open and secure the flap gates in the opened position.
- Suitable access points are available to set up a ladder and davit arm/tripod fall-protection/retrieval system.
- Encroachment permits will not be required for V&A to perform the work.

Prevailing Wage Assumption

V&A understands some or all tasks associated with this project are subject to prevailing wage rate requirements. All project labor subject to prevailing wage requirements will incur a 30% markup on the associated labor fee. This markup covers the higher base hourly labor rates associated with prevailing wage rates, additional premium pay requirements, and reporting requirements.

Exclusions and Limitations

The following items, unless otherwise indicated, are not included in the scope of work:

- Traffic Control Plans
- Traffic Control Measures, including but not limited to sign boards, cones, and flaggers
- Project Specific Health and Safety Plan
- Encroachment Permits
- Permitting
- Notification
- Bonds
- Shutdown, Dewatering, and Cleaning of Structures
- Excavations
- Structure Access, including but not limited to ladders, scaffolding, and cranes
- Supplied Air

- Vendor Portal Registration
- Payment Portal Invoice Submission

Fee Proposal

V&A proposes to complete this work on a lump sum basis at a total cost not to exceed **\$26,000** with terms of net 30 days (contingent payment terms dependent on timely processing of V&A's submitted invoice). This fee is valid for 90 days from the date of this proposal. The scope of work was developed as a result of our discussions and represents our mutual understanding.

Summary of Cost per Task

Task	Amount
Project Management	\$1,935
Preparation	\$1,066
Field Assessment	\$12,179
Report	\$10,820
Total:	\$26,000

If unforeseen circumstances should arise which indicate that more work is required, V&A will provide a written estimate of additional required work and cost. V&A will not proceed with work beyond the not-to-exceed figure without a written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a notice to proceed (NTP), or a purchase order from your office.

On behalf of our staff and myself, I would like to thank you for the opportunity to be of service to you, and the City of Lathrop. We look forward to working with you.

Sincerely,
V&A Consulting Engineers, Inc.



Noy Phannavong, P.E.
Senior Project Manager - Condition Assessment Practice Lead

Accepted: _____
City of Lathrop

Date: _____





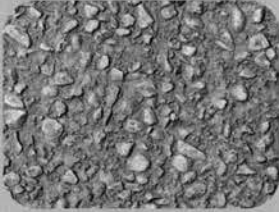


1000 Broadway
Suite 320
Oakland, CA 94607

510.903.6600 Tel
510.903.6601 Fax
vaengineering.com

V&A Consulting Engineers 2025 Fee Schedule Rates include Overhead & Profit	
Position	Hourly Rate
Principal-in-Charge	\$340
Senior Project Manager	\$300
Project Manager	\$285
Senior Project Engineer	\$264
Project Engineer	\$235
Deputy Engineer	\$222
Associate Engineer	\$210
Graduate Engineer	\$173
CAD Designer	\$171
Corrosion Field Supervisor	\$171
Engineering Associate	\$159
Senior Technician	\$151
Technician	\$132
Project Administrator	\$105
Deposition/Court Appearance	\$616
Other Direct Costs	
Subcontractor/Subconsultant, Lab Analysis: Cost + 10%	
Travel (Air/Hotel/Per Diem/Car Rental), Printing, Shipping: @ Cost	
Auto/Truck Mileage: @ Federal Rate	
Field Truck: \$125/Day	
Confined Space Entry Truck and Safety Equipment: \$250/Day	
California Prevailing Wage Markup: Labor + 30%	

VANDA Concrete Condition Index


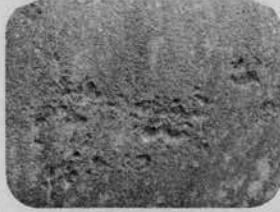
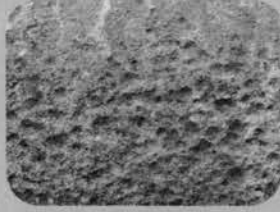


V&A created the VANDA Concrete Condition Index to provide consistent reporting of corrosion damage based on objective criteria. Concrete condition is rated from Level 1 to Level 5 based upon field observations and measurements, with Level 1 indicating the best case and Level 5 indicating severe damage. The individual criteria are applied based on engineering judgment to arrive at the overall rating.

Condition Rating	Description	Representative Photograph
Level 1	Little or no damage to concrete Hardness..... hard surface Surface profile smooth, apparently intact Cracks hairline width, minimal frequency Spalling none Reinforcement not exposed or damaged	
Level 2	Minor surface damage Hardness..... soft surface layer to 1/8-inch depth Surface profile fine aggregate exposed Cracks hairline width, moderate frequency Spalling shallow spalling, minimal frequency Reinforcement not exposed or damaged	
Level 3	Moderate surface damage Hardness..... soft surface layer to 1/4-inch depth Surface profile large aggregate exposed or protruding Cracks up to 1/32-inch width, moderate frequency Spalling shallow spalling, minimal frequency Reinforcement exposed; minor damage, minimal frequency	
Level 4	Loss of concrete mortar and damage to reinforcement Hardness..... soft paste beyond 1/4-inch depth Surface profile large aggregate exposed, loose, or missing Cracks 1/8- to 1/4-inch width, moderate frequency Spalling deep spalling, moderate frequency Reinforcement exposed with damage, moderate frequency	
Level 5	Bulk loss of concrete and reinforcement Hardness..... soft paste beyond 1-inch depth Surface profile large aggregate exposed, loose, or missing Cracks over 1/2-inch width, or narrower and frequent Spalling deep spalling, high frequency Reinforcement consumed; loss of structural integrity	

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VANDA Metal Condition Index

V&A created the VANDA Metal Condition Index to provide consistent reporting of corrosion damage based on objective criteria. Metal condition is rated from Level 1 to Level 5 based upon field observations and measurements, with Level 1 indicating the best case and Level 5 indicating severe damage. The individual criteria are applied based on engineering judgment to arrive at the overall rating.

Condition Rating	Description	Representative Photograph
Level 1	Little or no corrosion <ul style="list-style-type: none"> ▪ Wall thickness loss, general.....none ▪ Wall thickness loss, pitting.....none to minimal ▪ Extent (area) of corrosion.....may be widespread but superficial 	
Level 2	Minor corrosion <ul style="list-style-type: none"> ▪ Wall thickness loss, general.....up to 20% ▪ Wall thickness loss, pitting.....up to 20% ▪ Extent (area) of corrosion.....localized 	
Level 3	Moderate corrosion <ul style="list-style-type: none"> ▪ Wall thickness loss, general.....20% to 40% ▪ Wall thickness loss, pitting.....20% to 60% ▪ Extent (area) of corrosion.....up to half of surface 	
Level 4	Severe corrosion <ul style="list-style-type: none"> ▪ Wall thickness loss, general.....40% to 60% ▪ Wall thickness loss, pitting.....60% to 100% (pinholes) ▪ Extent (area) of corrosion.....most of surface 	
Level 5	Failure or imminent failure <ul style="list-style-type: none"> ▪ Wall thickness loss, general.....greater than 60% ▪ Wall thickness loss, pitting.....100% (holes) ▪ Extent (area) of corrosion.....most or all of surface 	

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ITEM 4.10

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE BUDGET AMENDMENT FOR THE OPERATION AND MAINTENANCE OF THE LATHROP CONSOLIDATED TREATMENT FACILITY

RECOMMENDATION: Adopt Resolution to Approve a Budget Amendment for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility

SUMMARY:

The Lathrop Consolidated Treatment Facility (LCTF) plays a crucial role in providing sewer treatment capacity for various development areas, including Crossroads, Mosssdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan. The Operations and Maintenance of the LCTF is contracted through an agreement with Veolia and is paid through CTF Fund 6080.

Due to higher-than anticipated-costs for repair, maintenance, and replacement costs and pass-through costs experienced in the current fiscal year FY 2024-25, a budget amendment is requested to increase appropriations for Fund 6080 in the amount of \$290,000 for the remainder of this fiscal year. Any future cost increases beyond July 2025 will be included in budgets presented to the City Council at a later date.

BACKGROUND:

The LCTF plays a crucial role in providing sewer treatment capacity for various development areas including Crossroads, Mosssdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan, and Central Lathrop Specific Plan. Veolia is responsible for the operation and maintenance services of the LCTF under the Operations and Maintenance (O&M) Agreement that was initially established between the City and US Filter Operating Services in 2003.

On March 13, 2023, the City Council approved an amended and restated agreement with Veolia for the Operations and Maintenance of the LCTF. This decision was primarily driven by the changes in operation and maintenance requirements brought about by the Surface Water Discharge Project, CIP WW 20-17. This agreement ensures the continued efficient and effective functioning of the LCTF to meet the growing demands of the development areas it serves.

REASON FOR RECOMMENDATION:

A budget amendment for CTF Fund 6080 is requested due to wastewater operation and maintenance costs surpassing initial projections for fiscal year FY 2024-25 by \$290,000.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE BUDGET AMENDMENT FOR THE OPERATION AND MAINTENANCE
OF THE LATHROP CONSOLIDATED TREATMENT FACILITY

FISCAL IMPACT:

Insufficient funds were allocated in CTF Fund 6080 to accommodate the increase in costs. Therefore, a budget amendment is being requested to increase the appropriation by \$290,000 as follows:

Increase Appropriation

CTF Fund 6080-50-34-420-01-00	\$290,000
-------------------------------	-----------


Any cost increases occurring after July 2025 will be incorporated into the budgets that are presented to the Council at a later date.

ATTACHMENTS:

- A. Resolution to Approve a Budget Amendment for Wastewater Plant Operation and Maintenance of the Lathrop Consolidated Treatment Facility.

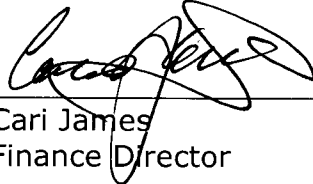
CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE BUDGET AMENDMENT FOR THE OPERATION AND MAINTENANCE
OF THE LATHROP CONSOLIDATED TREATMENT FACILITY

APPROVALS:




Brad Taylor
City Engineer

2/26/2025
Date




Cari James
Finance Director

2/27/25
Date



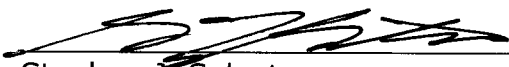
Michael King
Assistant City Manager

3.3.2025
Date



Salvador Navarrete
City Attorney

2-27-2025
Date



Stephen J. Salvatore
City Manager

3.4.25
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE A BUDGET AMENDMENT FOR WASTEWATER PLANT OPERATION AND MAINTENANCE OF THE LATHROP CONSOLIDATED TREATMENT FACILITY

WHEREAS, the Lathrop Consolidated Treatment Facility (LCTF) plays a crucial role in providing sewer treatment capacity for various development areas, including Crossroads, Mossdale, River Islands, South Lathrop Specific Plan, Gateway Specific Plan and Central Lathrop Specific Plan; and

WHEREAS, on March 13, 2023, City Council approved an amended and restated agreement with Veolia Water West Operating Services, Inc., (Veolia) for the Operations and Maintenance of the LCTF which is paid through CTF Fund 6080; and

WHEREAS, due to higher-than anticipated-costs for repair, maintenance, and replacement costs and pass-through costs experienced in the current fiscal year FY 2024-25, a budget amendment of \$290,000 is necessary to increase appropriations for Fund 6080 for the remainder of this fiscal year; and

WHEREAS, any cost increases occurring after July 2025 will be incorporated into the budgets that are presented to the Council at a later date.

NOW THEREFORE, BE IT RESOLVED, , that the City Council of the City of Lathrop does hereby approve a budget amendment in the amount of \$290,000 as follows:

Increase Appropriation	
6080-50-34-420-01-00	\$290,000

The foregoing resolution was passed and adopted this 10th day of March 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

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ITEM 4.11

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Approve Amendment No. 5 to the Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. for Consolidated Treatment Facility Phase 3 Expansion, CIP WW 22-38 and Approve Budget Amendment**

SUMMARY:

On November 8, 2021, City Council approved a professional services agreement (PSA) with Pacific Advanced Civil Engineering, Inc. (PACE) to provide design services for Consolidated Treatment Facility (CTF) Phase 3 Expansion, Capital Improvement Project (CIP) WW 22-38 (Project). The scope of work included preparation of civil, electrical, mechanical, structural and instrumentation plans for the construction of the Project.

Additional professional services are now needed for the design, assembly and installation of a mixing skid and design of a recycled water filtration system at the CTF. The City requested and received a proposal from PACE for the requested services for a cost of \$99,840.

Staff request City Council approve Amendment No. 5 to the PSA with PACE for additional design and analysis services for a cost of \$99,840.

Sufficient funds were not allocated in the adopted FY 2024-25 budget to pay for the requested design and analysis services; therefore, staff also request City Council approve a budget amendment transferring \$100,000 from the Wastewater Fund (6080) to the CIP project fund (6090) as detailed in the Fiscal Impact section of this report.

BACKGROUND:

On November 8, 2021, Council approved the creation of CIP WW 22-38, CTF Phase 3 Expansion to increase the City's wastewater treatment facility processing capacity from 2.5 million gallons per day (MGD) to 5.0 MGD to keep pace with the City's development. Following PACE's completion of the Project design documents and construction bidding, City Council awarded a contract for the construction of the Project on August 12, 2024, and construction began in early September 2024.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CONSOLIDATED
TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE
BUDGET AMENDMENT

The requested additional professional services now needed from PACE comprise five tasks, described in greater detail in PACE's design services proposal, Exhibit A to Amendment No. 5 to PACE's design contract, Attachment B.

Task 78.1 contemplates the design, assembly and installation of a skid-mounted and automated monitoring system to ensure chlorine levels in the water discharged to the San Joaquin River remain under the compliance threshold. PACE has performed all design and construction engineering on equipment related to the CTF's recycled water river discharge. Due to this experience, PACE is uniquely qualified to design, build and install the subject monitoring skid.

Task 78.2 will consist of the testing and evaluation of readily available media from selected vendors for suitability to filter out debris typical to the City's recycled water. Tasks 78.3-78.5 will comprise the provision of 100% design plans and specifications for the construction of a recycled water filtration system. This system will remove debris from the City's recycled water to a level that will reduce damage to and clogging of the City's irrigation components and the need for replacement of plant material due to compromised irrigation.

REASON FOR RECOMMENDATION:

Approval of Amendment No. 5 with PACE will provide the City with improved equipment for the efficient and compliant discharge of recycled water with chlorine levels under the compliance threshold, and with bid-ready plans and specifications for the construction of a recycled water filtration system.

The skid mounted monitoring system will provide automatic adjustments to the water discharged to the San Joaquin River to ensure there is no residual chlorine in the discharge stream.

The filtration system will save the City time and expenses by reducing the need for replacement of dead plants and reducing staff time associated with adjustments, maintenance, repairs to various City irrigation and recycled water delivery infrastructure.

FISCAL IMPACT:

The cost to provide the additional subject services for the Project is \$99,840. Sufficient funds were not allocated to CIP WW 22-38 in the adopted FY 2024-25 budget to pay for the requested design and analysis services; therefore, staff request City Council approve a budget amendment transferring \$100,000 from the Wastewater Fund (6080) to the CIP project fund (6090) as detailed below:

CITY MANAGER’S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CONSOLIDATED
TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE
BUDGET AMENDMENT

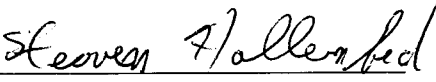
<u>Increase Transfer Out</u>		
6080-9900-990-9010		\$100,000
 <u>Increase Transfer In</u>		
6090-9900-393-0000	WW 22-38	\$100,000
 <u>Increase Expenditures</u>		
6090-8000-420-12-00	WW 22-38	\$100,000

ATTACHMENTS:

- A. Resolution to Approve Amendment No. 5 to the Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. for CTF Phase 3 Expansion, CIP WW 22-38, and Approve Budget Amendment
- B. Amendment No. 5 to the Professional Services Agreement with Pacific Advanced Civil Engineering, Inc. for CTF Phase 3 Expansion, CIP WW 22-38

CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT
WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CONSOLIDATED
TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38 AND APPROVE
BUDGET AMENDMENT

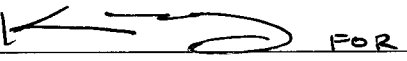
APPROVALS:


Steven Hollenbeak
Assistant Engineer

2.26.25
Date


Ken Reed
Senior Construction Manager

2-26-2025
Date

 FOR
Brad Taylor
City Engineer

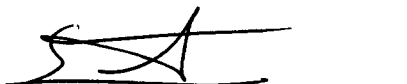
2.27.2025
Date


Cari James
Finance Director

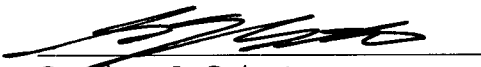
3/3/2025
Date


Michael King
Assistant City Manager

2.27.2025
Date


Salvador Navarrete
City Attorney

2-27-2025
Date


Stephen J. Salvatore
City Manager

3.3.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH PACIFIC ADVANCED CIVIL ENGINEERING, INC. FOR CONSOLIDATED TREATMENT FACILITY PHASE 3 EXPANSION, CIP WW 22-38, AND APPROVING BUDGET AMENDMENT

WHEREAS, on November 8, 2021, the City of Lathrop approved a professional services agreement (PSA) with Pacific Advanced Civil Engineering, Inc. (PACE) to provide design services for the Consolidated Treatment Facility (CTF) Phase 3 Expansion, CIP WW 22-38 (Project); and

WHEREAS, the scope of work included preparation of civil, electrical, mechanical, structural and instrumentation plans and specifications for the construction of the Project; and

WHEREAS, additional professional services are now needed for the design, assembly and installation of a mixing skid and provision of 100% design plans and specifications for a recycled water filtration system at the CTF; and

WHEREAS, staff requested and received from PACE a proposal for the requested services for a cost of \$99,840; and

WHEREAS, staff request City Council approve Amendment No. 5 to PACE's PSA for professional services to design, assemble and install a mixing skid and provide 100% design plans and specifications for a recycled water filtration system for a cost of \$99,840; and

WHEREAS, as sufficient funds were not allocated to the Project in the FY 2024-25 adopted budget, staff request City Council approve a budget amendment transferring \$100,000 from the Wastewater Fund (6080) to the CIP Project Fund (6090) as follows:

<u>Increase Transfer Out</u>		
6080-9900-990-9010		\$100,000
<u>Increase Transfer In</u>		
6090-9900-393-0000	WW 22-38	\$100,000
<u>Increase Expenditures</u>		
6090-8000-420-12-00	WW 22-38	\$100,000

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment No. 5 to the Professional Services Agreement with PACE, Inc. for the provision of a mixing skid and 100% design plans and specifications for a recycled water filtration system for CTF Phase 3 Expansion, CIP WW 22-38; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$100,000 from Wastewater Fund (6080) to the CIP Project Fund (6090), as detailed above.

The foregoing resolution was passed and adopted this 10th day of March, 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

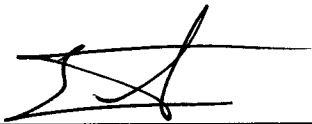
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 5**TO THE PROFESSIONAL ENGINEERING CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND PACIFIC ADVANCED CIVIL ENGINEERING, INC.
DATED NOVEMBER 8, 2021****TO DESIGN, ASSEMBLE AND INSTALL A MIXING SKID AND PROVIDE 100% DESIGN
PLANS AND SPECIFICATIONS FOR A RECYCLED WATER FILTRATION SYSTEM FOR
THE CTF PHASE 3 EXPANSION, CIP WW 22-38**

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 5") to the agreement between Pacific Advanced Civil Engineering, Inc. and the City of Lathrop dated November 8, 2021, (hereinafter "AGREEMENT") dated for convenience this **10th day of March 2025**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY") and **Pacific Advanced Civil Engineering, Inc.** ("CONSULTANT");

RECITALS:

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

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

WHEREAS, on November 8, 2021, by Resolution 21-4978, CONSULTANT and CITY entered into an AGREEMENT to provide Professional Engineering Consulting Services for the Lathrop Consolidated Treatment Facility Phase 3 Expansion – CIP WW 22-38, in the amount not to exceed \$1,047,280; and

WHEREAS, on July 10, 2023, CONSULTANT and CITY entered into Amendment No. 1 to provide Additional CTF Phasing Master Planning to the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, on June 20, 2024, CONSULTANT and CITY entered into Amendment No. 2 to provide Final Design Updates Based on Changes to Field Conditions for the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, on August 8, 2024, CONSULTANT and CITY entered into Amendment No. 3 to provide On-Call Technical Assistance for Operations for the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, on October 14, 2024, by Resolution no. 24-5654, CONSULTANT and CITY entered into Amendment No. 4 to provide Construction Administrative Services and an invoice for completed emergency modifications to the dechlorination analyzers for the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto to design, assemble and install a mixing skid and provide 100% design plans and specifications for a recycled water filtration system as Exhibit "A" for the Lathrop CTF Phase 3 Expansion, CIP WW 22-38; and

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

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

AMENDMENT NO. 5 TO AGREEMENT

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

CONSULTANT agrees to perform Professional Engineering services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated November 8, 2021 and Amendment No. 1 dated July 10, 2023, and Amendment No. 2 dated June 20, 2024, Amendment No. 3 dated August 8, 2024, and Amendment No. 4 dated October 14, 2024. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

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

City hereby agrees to pay CONSULTANT an additional cost of **\$99,840.00** for the services set forth in Exhibit "A" of this AMENDMENT NO. 5, with a total sum not to exceed of \$1,702,525.00 (\$1,047,280.00 for the original AGREEMENT, \$72,020 for Amendment No. 1, \$62,340 for Amendment No. 2, \$32,550 for Amendment No. 3, \$388,494.55 for Amendment No. 4, and \$99,840 for Amendment No. 5). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, previous amendments, and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

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

The effective date of AMENDMENT NO. 5 is **March 10, 2025**, and it shall terminate no later than **June 30, 2026**. Amendment No. 5 hereby extends the term of the original AGREEMENT and all previous amendments to June 30, 2026. All other terms of the original AGREEMENT shall remain in full force and effect.

- (4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated November 8, 2021 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

- (5) **Signatures**

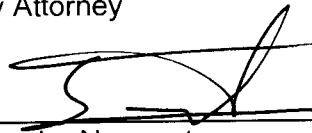
CITY OF LATHROP – PACIFIC ADVANCED CIVIL ENGINEERING, INC.
AMENDMENT NO. 5 TO THE AGREEMENT DATED NOVEMBER 8, 2021 TO PROVIDE A MIXING SKID
AND RECYCLED WATER FILTRATION SYSTEM 100% DESIGN PLANS AND SPECIFICATIONS FOR
THE CTF PHASE 3 EXPANSION, CIP WW 22-38

The individuals executing this AMENDMENT NO. 5 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 5 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 – PACIFIC ADVANCED CIVIL ENGINEERING, INC.
AMENDMENT NO. 5 TO THE AGREEMENT DATED NOVEMBER 8, 2021 TO PROVIDE A MIXING SKID
AND RECYCLED WATER FILTRATION SYSTEM 100% DESIGN PLANS AND SPECIFICATIONS FOR
THE CTF PHASE 3 EXPANSION, CIP WW 22-38

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

2-27-2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved by:
Resolution No:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant:

Pacific Advanced Civil Engineering, Inc.
17520 Newhope Street, Suite 200
Fountain Valley, CA 92708
Federal ID # **33-0265538**
Lathrop Business License # _____

Signature Date

Print Name and Title

Signature Date

Print Name and Title

EXHIBIT A



AUTHORIZATION FOR CHANGE ORDER

TO: City of Lathrop– Public Works Dept.	ATTN:	Ken Reed
390 Towne Centre Drive	DATE:	January 10, 2025
Lathrop, CA 95330	PROJECT:	A713 - Lathrop CTF WRF
(209) 941-7499	C.O. AUTH #:	30 R1

The following was not included in the original contract. We are requesting authorization for additional budget.

Task 78.1 – Design, Build, Install, Program New 50/50 Dechlor Sample Pump Mix Skid

PACE shall provide a design for a new 50/50 automated sample mixing system to automate and optimize the mixture of chlorinated and unchlorinated water going to the compliance analyzers. The system will consist of three three-phase sample pumps, three mag flow meters, three manifolds, a mixing system, and three programmed VFDs to create the desired 50/50 mixture with the west, the east, or both chlorine basins online. PACE shall procure all the equipment, build a mounting board, mount the equipment, plumb the piping, install wiring and controls, test the system, ship the system to the site, and install and startup the system with Veolia and City staff. PACE shall adjust and confirm the system operation.

<u>Man-Hour Breakdown</u>	<u>Person:</u>	<u>Rate:</u>	<u>Hours:</u>	<u>Rate:</u>
Sr. Project Manager	James Matthews	\$ 260 X	4	\$ 1,040
Sr. Project Manager	Andy Komor	\$ 260 x	12	\$ 3,120
Sr. I&C Specialist	Ernesto Camarena	\$ 250 x	4	\$ 1,000
I&C Specialist	Patrick Flores	\$ 185 x	32	\$ 5,920
Lab Operations Manager	Steve Sanchez	\$ 104 x	40	\$ 4,160

Equipment & Material Fees

Pumps	\$ 4,500
VFDs	\$ 3,600
Meters	\$ 1,800
Misc. Materials	\$ 2,500

Subtotal Engineering Fee:	\$15,240
Subtotal Equipment/Material Fees:	\$12,400
Shipping:	\$ 1,200

Total Task 78.1: \$28,840

Task 78.2 – Equipment Vendor Analysis

PACE shall provide calculations, sizing ranges, and performance specifications and obtain budgetary pricing on three pressure filters at the selected micron pore size. The information and results of the quotation will be used in the analysis of capital and operational costs, and backwash volume.

PACE will interview the vendor to obtain additional information about the efficiency of the systems evaluated. The results of the vendor’s analysis shall be presented to City.

Task 78.3 – S5 Strainer Preliminary Concept Infrastructure Siting Exhibits

The preliminary recommendations for equipment and supporting infrastructure will be converted to a concept process flow diagram, with chlorine injection inputs, sampling, pressure control, backwash holding or discharge, and other considerations including changing suction pressure. The footprint of the system will be sketched on the site with incoming power, access, and demolition if required. A backwash pipeline will be calculated including recovery tank options and layout of the proposed backwash pipe will be provided with a discharge to existing S5/ESB.

Task 78.4 – 90% Design of Proposed S5 Strainer Facilities and Equipment

PACE shall provide 90% construction plans of proposed systems including civil, structural, mechanical, electrical, instrumentation and controls. PACE shall provide draft construction plan set with G, C, S, M, E, and I sheets at a 90% level of detail for all systems proposed. The content in the 90% design shall be presented to the project team for comments and feedback for subsequent design stages. It is anticipated there will be approximately 6 sheets at this stage of design.

Task 78.5 – 100% Design of Proposed S5 Strainer Facilities and Equipment

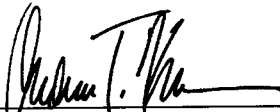
Based on the results of the 90% design feedback, PACE shall provide 100% construction plans of proposed systems including civil, structural, mechanical weirs and valves, electrical, instrumentation and controls. PACE shall provide draft construction plan set with G, C, SA, M, E, and I sheets at a 100% level of detail for all systems proposed. The content in the 100% design shall be presented to the project team for comments and feedback for finalization of the construction plans. It is anticipated there will be approximately 8 sheets at this stage of design.

Amount of Compensation:

<u>Task</u>	<u>Description</u>	<u>Professional Fee</u>
78.1	Design, Build, Install, Program New 50/50 Dechlor Sample Pump Mix Skid	\$ 28,840
78.2	Equipment Vendor Analysis	\$ 14,000
78.3	Preliminary Concept Infrastructure Siting Exhibits	\$ 15,000
78.4	90% Design of Proposed Strainer Facilities and Equipment	\$ 22,000
78.5	100% Design of Proposed Strainer Facilities and Equipment	\$ 20,000
	Total Engineering Fee	\$ 99,840

This Request - Change Order # 30 R1: \$ 99,840

Estimated By:



Andy Komor, MS, PE – PACE

1/13/2025
Date

AGREED TO AND ACCEPTED BY:

By _____
City of Lathrop

Date

ITEM 4.12

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17, 2025 THROUGH APRIL 20, 2025

RECOMMENDATION: Adopt Resolution Approving Professional Services Agreement with Butler Amusement, Inc. for Lathrop Police Department to Provide Law Enforcement Services for their Annual Carnival Event on April 17, 2025 through April 20, 2025

SUMMARY:

Butler Amusements, Inc. (Butler) is holding its annual carnival for 2025 at 1401 River Islands Parkway (APN 213-310-40). The event is scheduled to be held from April 17, 2025 through April 20, 2025. Set up for the event will begin on April 16, 2025 and teardown will be on April 21, 2025. Butler is contracting with a private security firm to provide security for the duration of the event. In addition, Butler has requested law enforcement services from the City of Lathrop Police Department (LPD) for their event for additional security. The Lathrop Police Department is requiring two (2) Police Officers and one (1) Community Service Officer (CSO) during the peak hours of the event as detailed in the table below:

Date	No. of Officers	No. of CSOs	Hours	Total Hours
Thursday, April 17	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Friday, April 18	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Saturday, April 19	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Sunday, April 20	2	1	4:30PM – 9:30PM (5 hours)	15 Hours

The total hours required for the duration of the event is forty (40) police officer overtime hours and twenty (20) CSO overtime hours. LPD is able to provide the required overtime hours for the carnival. Butler has further agreed to pay the cost of additional law enforcement services should circumstances require additional hours or mutual aid from other agencies to restore or secure public safety at the event.

Staff recommends City Council approve the agreement to authorize LPD to provide law enforcement services for Butler Amusement's annual carnival event.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER
AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW
ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17,
2025 THROUGH APRIL 20, 2025

BACKGROUND:

Butler holds an annual carnival during the month of April that attracts thousands of local attendees from the City of Lathrop and the surrounding areas. For 2024, LPD provided law enforcement services to Butler for their annual carnival, and Butler has requested LPD to provide law enforcement services for their carnival again this year. LPD is able to provide the requested hours for the event.

The carnival is scheduled from April 17, 2025 through April 20, 2025 and will be held at 1401 River Islands Parkway, near the Welcome Center in River Islands. The carnival will consist of nineteen (19) amusement rides, approximately eleven (11) game concessions and two (2) food concessions. Lathrop Police Department is requiring a total of forty (40) police officer overtime hours and twenty (20) CSO overtime hours for the duration of the event.

Lathrop Police Officers will work the hours below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
Thursday, April 17	2	4:30PM – 9:30PM (5 hours)	10	\$126.33	\$1,263.30
Friday, April 18	2	4:30PM – 9:30PM (5 hours)	10	\$126.33	\$1,263.30
Saturday, April 19	2	4:30PM – 9:30PM (5 hours)	10	\$126.33	\$1,263.30
Sunday, April 20	2	4:30PM – 9:30PM (5 hours)	10	\$126.33	\$1,263.30

Community Service Officers will work the hours below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
Thursday, April 17	1	4:30PM – 9:30PM (5 hours)	5	\$80.45	\$402.25
Friday, April 18	1	4:30PM – 9:30PM (5 hours)	5	\$80.45	\$402.25
Saturday, April 19	1	4:30PM – 9:30PM (5 hours)	5	\$80.45	\$402.25
Sunday, April 20	1	4:30PM – 9:30PM (5 hours)	5	\$80.45	\$402.25

LPD officers will work on a voluntary and rotational basis, and officers working the event will do so outside of their regularly assigned work schedule.

The total estimated cost for the overtime hours requested is \$6,663. Butler further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at the event.

CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17, 2025 THROUGH APRIL 20, 2025

REASON FOR RECOMMENDATION:

LPD is able to provide the services requested and Butler has agreed to pay the overtime rate to cover the costs of sworn personnel. Staff recommends Council approve the agreement to allow LPD to provide law enforcement services for Butler's annual carnival.

FISCAL IMPACT:

LPD overtime for the event is estimated at \$6,663 and Butler agrees to pay this amount as an initial deposit. At the conclusion of the event, the City will invoice Butler for the actual cost of providing law enforcement services and apply the deposit as a credit. Should circumstances arise requiring more hours than what was scheduled or mutual aid from other agencies was needed, Butler will be responsible for reimbursement of the actual hours worked and costs for mutual aid.

There is no fiscal impact to the City for this agreement, however, the budget adjustment below is required to reflect the increase in revenue for staff time:

Increase Revenue: 1010-40-20-341-01-01 (Current Service Charges) \$1,609
Increase Revenue: 1010-40-30-341-01-01 (Current Service Charges) \$5,054
Increase Expense: 1010-40-20-410-13-00 (Overtime) \$1,609
Increase Expense: 1010-40-30-410-13-00 (Overtime) \$5,054

ATTACHMENTS:

- A. Resolution Approving Professional Services Agreement with Butler Amusements, Inc. for Lathrop Police Department to Provide Law Enforcement Services for Annual Carnival Event on April 17, 2025 through April 20, 2025
- B. Professional Services Agreement with Butler Amusements, Inc. for Lathrop Police Department to Provide Law Enforcement Services for Annual Carnival Event on April 17, 2025 through April 20, 2025


CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BUTLER
AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW
ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17,
2025 THROUGH APRIL 20, 2025

APPROVALS:



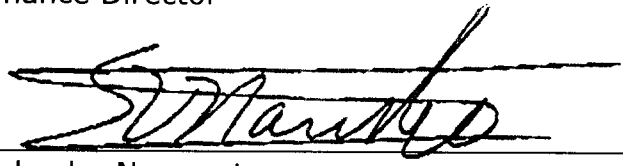
Stephen Sealy
Chief of Police

3/5/2025
Date

 FOR CJ

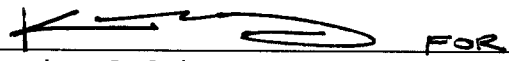
Cari James
Finance Director

3/5/2025
Date



Salvador Navarrete
City Attorney

3/5/2025
Date

 FOR

Stephen J. Salvatore
City Manager

3.5.2025
Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17, 2025 THROUGH APRIL 20, 2025

WHEREAS, Butler Amusements, Inc. (Butler) is holding its annual carnival at 1401 River Islands Parkway (APN 213-310-40); and

WHEREAS, the event is scheduled to be held from April 17, 2025 through April 20, 2025, with set up for the event to begin on April 16, 2025 and teardown will be on April 21, 2025; and

WHEREAS, the carnival will consist of nineteen (19) amusement rides, approximately eleven (11) game concessions and two (2) food concessions; and

WHEREAS, Butler is contracting with a private security firm to provide security for the duration of the event; and

WHEREAS, for 2024, Butler contracted with the Lathrop Police Department (LPD) to provide additional law enforcement services for their annual carnival; and

WHEREAS, Butler has requested LPD provide law enforcement services for their annual event this year, and LPD is able to provide the requested hours; and

WHEREAS, Government Code 53069.8 allows the legislative body of any city to contract with private entities to preserve the peace at special events or occurrences and provide supplemental law enforcement services; and

WHEREAS, the Lathrop Police Department is requiring two (2) police officers and one (1) Community Service Officer for the duration of the event as detailed in the table below; and

Date	No. of Officers	No. of CSOs	Hours	Total Hours
Thursday, April 17	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Friday, April 18	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Saturday, April 19	2	1	4:30PM – 9:30PM (5 hours)	15 Hours
Sunday, April 20	2	1	4:30PM – 9:30PM (5 hours)	15 Hours

WHEREAS, the total hours required for the duration of the event is forty (40) police officer overtime hours and twenty (20) CSO overtime hours; and

WHEREAS, officers will work on a voluntary and rotational basis, and officers working the event will do so outside of their regularly assigned work schedule; and

WHEREAS, Butler further agrees to pay the cost of additional law enforcement services should circumstances require a mutual aid request from other City, County, or State agencies in order to restore or secure public safety at the event; and

WHEREAS, overtime for the event is estimated at \$6,663; and

WHEREAS, there is no fiscal impact to the City for this agreement, however, the budget adjustment below is required to reflect the increase in revenue for staff time:

Increase Revenue: 1010-40-20-341-01-01 (Current Service Charges) \$1,609

Increase Revenue: 1010-40-30-341-01-01 (Current Service Charges) \$5,054

Increase Expense: 1010-40-20-410-13-00 (Overtime) \$1,609

Increase Expense: 1010-40-30-410-13-00 (Overtime) \$5,054

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the budget amendment and related agreement with Butler Amusements, Inc. to provide law enforcement services for the annual carnival event on April 17, 2025 through April 20, 2025.

The foregoing resolution was passed and adopted this 10th day of March 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

CITY OF LATHROP

PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR ANNUAL CARNIVAL EVENT ON APRIL 17, 2025 THROUGH APRIL 20, 2025

THIS AGREEMENT for law enforcement services to BUTLER AMUSEMENTS, INC. for the ANNUAL CARNIVAL event (hereinafter "EVENT"), dated for convenience this **10th day of March 2025** is by and between **BUTLER AMUSEMENTS, INC.**, a separate and distinct entity (hereinafter "BUTLER") and the **City of Lathrop**, a California municipal corporation (hereinafter "CITY"). The CITY and BUTLER may be referred to herein as "Party" or collectively as "Parties".

RECITALS:

WHEREAS, BUTLER requests the CITY to provide law enforcement security services for its EVENT; and

WHEREAS, the CITY desires to accommodate BUTLER'S request and has no objections to providing law enforcement security services for the EVENT as allowed by Government Code 53069.8 and reserves the right to terminate EVENT for the purposes of public safety; and

WHEREAS, any costs associated with work hours pursuant to this AGREEMENT wherein Officers worked at the EVENT shall be paid for by BUTLER at the rate indicated in the estimated cost schedule below.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions in this Agreement, BUTLER and the CITY agree as follows:

AGREEMENT

(1) Scope of Service

CITY's assigned police officers shall provide law enforcement security services to BUTLER'S ANNUAL CARNIVAL EVENT located at 1401 River Islands Parkway, Lathrop, CA 95330 in accordance with the terms and conditions contained in this Agreement.

- A. Each police officer shall be the CITY's employee and shall be subject to the CITY's administration, supervision, and control.
- B. BUTLER agrees to the estimated costs for law enforcement security provided by the Lathrop Police Department.
- C. The estimated costs are based on the understanding that CITY shall assign Police Officers and Community Service Officers to cover the EVENT on each requested day on a rotational basis. Police and Community Service Officer(s) will work from a schedule with a total of 60 hours for the duration of the EVENT as detailed in Section 2 Compensation below.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

- D. The CITY shall be entitled to a reimbursement should circumstances arise requiring more hours and/or personnel and the estimated cost would be adjusted accordingly.
- E. BUTLER shall be entitled to a reduction for less hours worked should circumstances (such as rain and wind) cause the EVENT to be closed or impacted. Additionally, event hours are estimates. If the EVENT closes early, officers may work less hours.
- F. BUTLER agrees to pay the CITY for all costs associated with providing law enforcement services for the EVENT. In addition, if further resources are needed to provide adequate security at the EVENT, including mutual aid from other agencies, those costs will be the responsibility of BUTLER. Hourly rates for the additional resources that are not included in the estimated cost schedule may vary.
- G. Criminal background checks at BUTLER’S cost on all employees since there will be children at this event:
 - 1. Any unfavorable results, including felony convictions, shall not be allowed on premises.
 - 2. Provide Lathrop Police Department the list of employees, have them fingerprinted by March 10, 2025, and fund two (2) Police Officers and one (1) Community Service Officer.
 - 3. Lathrop Police Department to run a criminal history and DOJ check on all BUTLER employees and staff working the EVENT.

(2) Compensation

BUTLER hereby agrees to pay an initial deposit of \$6,663. The total estimated cost of law enforcement services is detailed in the schedule below:

Date	No. of Officers	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
4/17/25	2	4:30PM – 9:30PM (5 Hrs)	10	\$126.33	\$1,263.30
4/18/25	2	4:30PM – 9:30PM (5 Hrs)	10	\$126.33	\$1,263.30
4/19/25	2	4:30PM – 9:30PM (5 Hrs)	10	\$126.33	\$1,263.30
4/20/25	2	4:30PM – 9:30PM (5 Hrs)	10	\$126.33	\$1,263.30
Total Police Officers Estimated Cost					\$5,053.20

Date	No. of CSOs	Hours	Total Hours	Est. OT Hourly Rate	Estimated Total Cost
4/17/25	1	4:30PM – 9:30PM (5 Hrs)	5	\$80.45	\$402.25
4/18/25	1	4:30PM – 9:30PM (5 Hrs)	5	\$80.45	\$402.25
4/19/25	1	4:30PM – 9:30PM (5 Hrs)	5	\$80.45	\$402.25
4/20/25	1	4:30PM – 9:30PM (5 Hrs)	5	\$80.45	\$402.25
Total Community Service Officers Estimated Cost					\$1,609.00

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

After the EVENT, CITY will invoice BUTLER for law enforcement services for actual hours of CITY personnel and any additional resource costs incurred for the EVENT and apply the initial deposit as a credit. Hourly rates for additional resources that may be needed to provide adequate security at the EVENT that are not included in the estimated cost schedule above may vary.

(3) Effective Date and Term

The effective date of this Agreement shall be from the date of its full execution through **April 20, 2025**, unless terminated earlier by either party providing seven (7) days' written notice.

(4) Employment of Officer(s) and Assignments

CITY shall retain control over supervision, wages, and other terms and conditions of employment of the officers providing the services under this Agreement. The parties acknowledge that such officers are held to the requirements of the law and CITY policies and procedures. BUTLER shall immediately notify the CITY of any concerns regarding the performance of the assigned officers, including, but not limited to, adherence to quality of services as detailed in this agreement. CITY shall assign Police Officers to cover the EVENT on each requested day on a rotational basis. Police Officer(s) will work from a schedule as detailed in Section 2 Compensation of the Agreement, unless otherwise adjusted due to circumstantial events as referenced in the Agreement.

(5) Billings

CITY shall submit one invoice at the conclusion of the EVENT for actual law enforcement services incurred and any additional resource costs incurred for the EVENT. BUTLER shall remit payment to the CITY within thirty (30) days of receipt of invoice.

(6) Supplies & Equipment

CITY shall provide each officer with the following equipment:

- A. Police Vehicles: City shall,
 - 1. Provide a standard patrol vehicle for each officer.
 - 2. Maintain the motor vehicles assigned to each officer.
 - 3. Purchase gasoline, oil, replacement tires, and other expenses associated with the operation of each motor vehicle.
 - 4. Maintain comprehensive general auto liability insurance on each motor vehicle in an amount as is currently provided through the Central San Joaquin Valley Risk Management Authority.
- B. Weapons and Ammunition
 - 1. CITY shall provide the standard issued weapons (handgun, shotgun, and rifle) and rounds of ammunition for each officer.
- C. Office Supplies
 - 1. CITY shall provide each officer with the usual and customary office supplies and forms required in the performance of their duties.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

(7) Compliance With the Laws

The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

(8) Insurance

- A. BUTLER shall maintain commercial general liability insurance coverage at least as broad as Insurance Services Office (ISO) form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. BUTLER general liability policies shall be primary and shall not seek contribution from the CITY's coverage, and be endorsed using ISO form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent) is also required.
- B. Any failure to comply with reporting provisions of the policies by BUTLER shall not affect coverage provided the CITY.
- C. Coverage shall state that BUTLER insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Coverage shall contain a waiver of subrogation in favor of the CITY.

(9) Indemnification

- A. BUTLER shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the gross or willful misconduct of City Personnel.
- B. In the event of concurrent negligence on the part of BUTLER or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

- C. If BUTLER rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, BUTLER shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by BUTLER.

- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

(10) Integration of Prior Terms and Conditions

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this agreement.

(11) Termination

Either Party to this Agreement may for any reason terminate this Agreement at any time by giving seven (7) days' written notice to the other party. Upon termination of this Agreement as herein provided, BUTLER shall have no obligation to compensate or pay the CITY except for services provided prior to termination.

(12) 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 (1) personally served, (2) sent by the United States mail, postage prepaid, by certified mail (3) sent by private express delivery service and addressed as follows:

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

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

Copy to: City of Lathrop
Lathrop Police Department
940 River Islands Parkway
Lathrop, CA 95330

To BUTLER: Butler Amusements, Inc.
Attn: Ariana Owens
P.O. Box 2210
Fairfield, CA 94533

(13) Miscellaneous

- A. Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- B. Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- C. Non-Discrimination. No party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.
- D. 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.
- 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. Provision. Any agreement, covenant, condition, clause, qualification, restriction,

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

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.

- K. Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- 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. 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.
- N. 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.

(14) 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 BUTLER and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

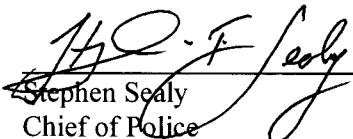
CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT WITH BUTLER AMUSEMENTS, INC. FOR LATHROP POLICE DEPARTMENT TO PROVIDE LAW ENFORCEMENT SERVICES FOR THE ANNUAL CARNIVAL EVENT APRIL 17, 2025 THROUGH APRIL 20, 2025.

In Witness Whereof, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

City of Lathrop:

Butler Amusements, Inc.:

Recommended for Approval:

 3/5/2025

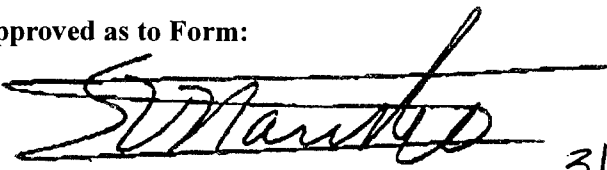
Stephen Sealy Date
Chief of Police

Ariana Owens Date
Butler Amusements, Inc.

Approved By:

Stephen J. Salvatore Date
City Manager

Approved as to Form:

 3/5/2025

Salvador Navarrete Date
City Attorney

Attest:

Teresa Vargas Date
City Clerk

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**CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PISOR FENCE DIVISION, INC. FOR ROAD AND LEVEE ACCESS GATES, CIP PS 23-15**

RECOMMENDATION: **Adopt Resolution to Accept Public Improvements Constructed by Pisor Fence Division, Inc. for Road and Levee Access Gates, CIP PS 23-15, and Authorize the Filing of a Notice of Completion, Release of Contract Retention and Release of Performance and Payment Bonds**

SUMMARY:

Pisor Fence Division, Inc. (Pisor Fence) has completed the construction of Road and Levee Access Gates, Capital Improvement Project (CIP) PS 23-15 (Project). Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Pisor Fence has submitted lien releases confirming all subcontractors and suppliers have been paid in full and provided a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the completed improvements constructed by Pisor Fence for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention of \$2,726 to Pisor Fence within forty-five (45) days after recording the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On March 13, 2023, City Council awarded a construction contract to Pisor Fence for the construction of the Project in the amount of \$54,508, approved a 20% construction contingency of \$10,902 and authorized staff to spend up to this amount as necessary to achieve the goals of the Project. The Project scope included the construction of two gates at each end of the Reclamation District 17 (RD 17) concrete levee access tunnel under the westbound lanes of State Route 120 and Manthey Road. Construction of four pipe gates at the following locations was also completed under this contract: two on the west side of the north and south ends of Jefferson Way securing access to the east side of the San Joaquin river levee; one near each end of Howland Road with bollards blocking the adjacent shoulders to prevent vehicles from circumventing the gate. The tunnel gates and pipe gates on Jefferson Way were constructed to prevent unauthorized vehicle access to the San Joaquin River Levees. The pipe gates on Howland Road were constructed to prevent access to a permanently closed portion of Howland Road. Attachment C, Project Location

CITY MANAGER’S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PISOR FENCE, INC. FOR
ROAD AND LEVEE ACCESS GATES, CIP PK PS 23-15

Map shows the location of all gates and bollards constructed as a function of this contract.

No contract change orders were issued during the construction of the Project; therefore, the final contract price of the Project is \$54,508.

Upon acceptance of the improvements, the performance bond (Bond No. 100031385, \$54,508) and payment bond (Bond No. 100031385, \$54,508) will be released and replaced with a one-year warranty bond (Bond No. 101367778, \$5,450). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Pisor Fence has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Pisor Fence for Road and Levee Access Gates, CIP PS 23-15. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Pisor Fence for \$2,726 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

Pisor Fence has completed the Project pursuant to the contract documents dated March 13, 2023. Staff inspected the improvements, and City Engineer deemed the improvements complete and in accordance with the approved plans and specifications

Pisor Fence has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council’s acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with Pisor Fence for the Project is \$54,508.

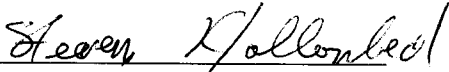
Adequate funds have been allocated in the FY 2024-25 budget to close out CIP PS 23-15. With the completion of the Project, staff requests that unused funds be transferred back to the original funding source.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Pisor Fence Division, Inc. for Road and Levee Access Gates, CIP PS 23-15, Authorizing the Filing of a Notice of Completion, Release of Contract Retention and Release of Performance and Payment Bonds
- B. Notice of Completion – Road and Levee Access Gates, CIP PS 23-15
- C. Project Location Map

CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PISOR FENCE, INC. FOR
ROAD AND LEVEE ACCESS GATES, CIP PK PS 23-15

APPROVALS:



Steven Hollenbeak
Assistant Engineer

2.25.25

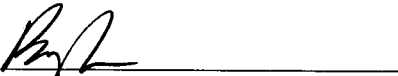
Date



Ken Reed
Senior Construction Manager

2-27-2025


Date



Brad Taylor
City Engineer

2/25/2025

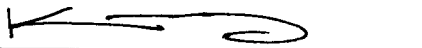
Date



Cari James
Finance Director

2/26/2025

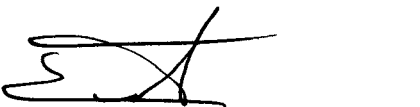
Date



Michael King
Assistant City Manager

2.26.2025

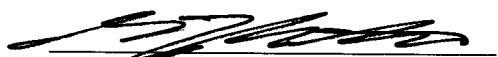
Date



Salvador Navarrete
City Attorney

2.25.2025

Date



Stephen J. Salvatore
City Manager

2.28.25

Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY PISOR FENCE DIVISION, INC. FOR ROAD AND LEVEE ACCESS GATES, CIP PS 23-15 AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on March 13, 2023, City Council awarded a construction contract to Pisor Fence Division, Inc. (Pisor Fence) for Road and Levee Access Gates, CIP PS 23-15, (Project) in the amount of \$54,508 with a 20% construction contingency of \$10,902 and authorized staff to use up this amount as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of constructing four pipe gates and two tunnel gates at various locations within the City, as shown on Attachment C of the City Manager's report; and

WHEREAS, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, no contract change orders were issued during the construction of the project; therefore, the final contract price of the Project is \$54,508; and

WHEREAS, Pisor Fence has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total Project cost) for the improvements being accepted; and

WHEREAS, the performance bond (Bond No. 100031385, \$54,508) and payment bond (Bond No. 100031385, \$54,508) will be released and replaced with a one-year warranty bond (Bond No. 101367778, \$5,450) upon City Council's acceptance of the improvements; and

WHEREAS, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, adequate funds have been allocated in the FY 2024-25 budget for CIP PS 23-15 to close out the Project. With the completion of the Project, staff requests that unused funds be transferred back to the source Fund; and

WHEREAS, staff requests City Council accept the public improvements constructed by Pisor Fence for Road and Levee Access Gates, CIP PS 23-15; and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to

Pisor Fence in the amount of \$2,726 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Pisor Fence for Road and Levee Access Gates, CIP PS 23-15, pursuant to the contract documents dated March 13, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Pisor Fence, in the amount of \$2,726 within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the transfer of unused funds back to the original funding source.

The foregoing resolution was passed and adopted this 10th day of March 2025 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

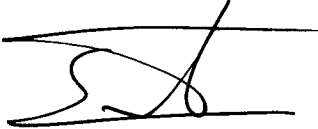
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:**

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
NAME STREET AND NO. CITY STATE

City of Lathrop 390 Towne Centre Drive Lathrop CA 95330
(If more than one owner of the interest stated, the name and address of each must be stated)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of stated owner, or if more than one owner, then of the stated owner and co-owners is fee title (e.g. fee title, leasehold, joint tenancy, etc.).
4. That on the 10th day of March 2025 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Pisor Fence Division, Inc.

6. That the name and address of the transferor is:
NAME STREET AND NO. CITY STATE

Pisor Fence Division, Inc. P.O. Box 7213 Citrus Heights, CA 95621

7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:

CIP PS 23-15- Road and Levee Access Gates

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

CITY OF LATHROP

By: _____
Stephen J. Salvatore, City Manager Date

By: _____
Teresa Vargas, City Clerk Date

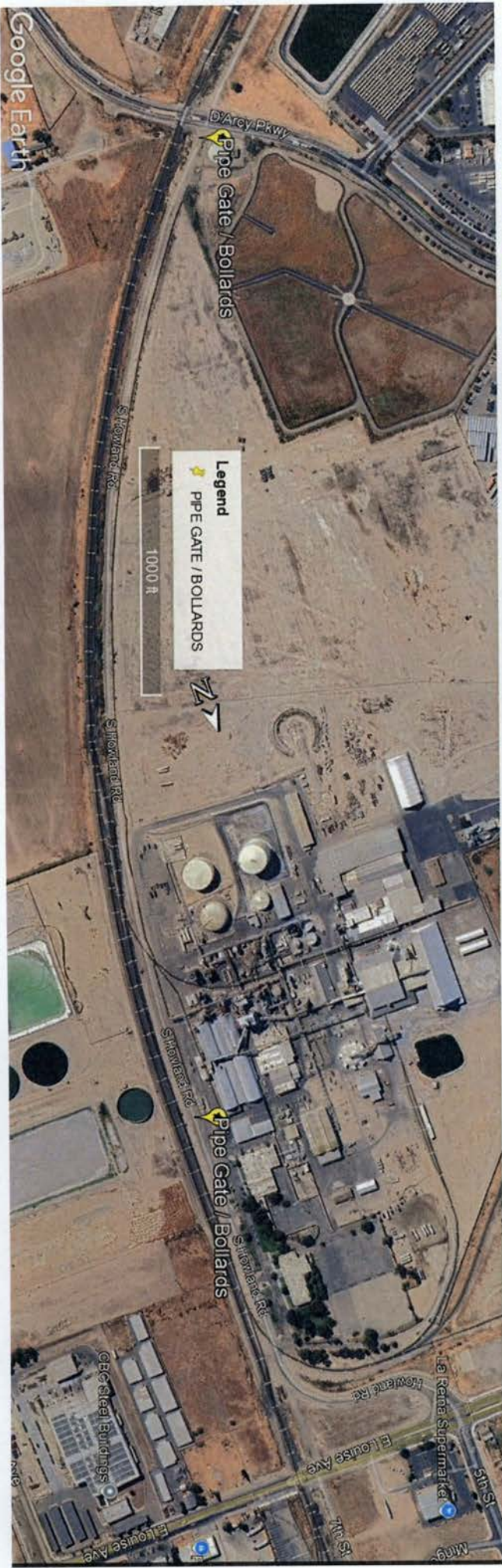
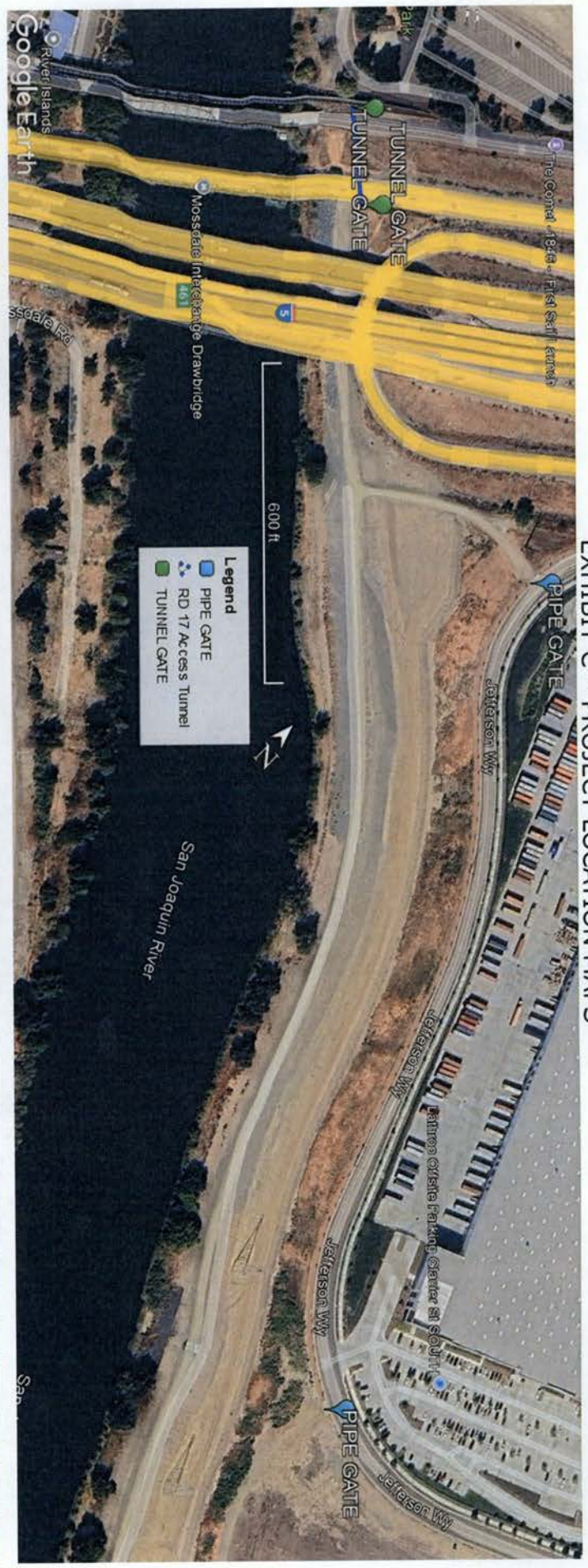
CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **March 10, 2025** by **Pisor Fence Division, Inc.** to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **March 10, 2025**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

EXHIBIT C - PROJECT LOCATION MAPS



ITEM 4.14

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO ARROW DRILLERS INC. FOR CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Award a Construction Contract to Arrow Drillers Inc. for Construction of Golden Valley Parkway and Sadler Oak Drive Fiber Optic Extension CIP GG 22-03 and Approve Budget Amendment**

SUMMARY:

On June 14, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-03 Citywide Fiber Optic Improvements to connect City Hall and the Corporation Yard to existing and future City Facilities via fiber optic lines installed in new and existing conduit runs. The next phase of this project is the connection of Golden Valley Pkwy from Towne Centre Drive to Sadler Oak Drive (Project). The scope of work consists of the procurement and installation of new fiber optic pull boxes along Golden Valley Pkwy extending from Towne Centre Drive to Lathrop Road including Directional boring and conduit installation from Mossdale Pump Station (M3) across Golden Valley Pkwy to the median and across Brookhurst Blvd.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on January 30, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened six (6) bids on February 20, 2025. After review and evaluation, staff determined the lowest bidder did not provide a complete bid package; therefore, the bid was deemed not responsive. The next responsive and responsible bidder was Arrow Drillers Inc. dba Arrow Construction with a bid of \$123,800.

Staff requests City Council award a construction contract to Arrow Construction for construction of the Project in the amount of \$123,800 and authorize a 20% construction contingency of \$24,760 for a total cost not to exceed \$148,560.

CIP GG 22-03 has a current balance of \$90,700 therefore, staff is also requesting Council approve a budget amendment transferring \$57,860 from the Measure C fund to the CIP Project Fund (3010) to fund the construction contract and a 20% contingency. Contingent on approval by the Measure C Committee.

MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO ARROW DRILLERS INC. FOR CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT

BACKGROUND:

Staff identified the need to expand its network capabilities to be able to accommodate existing and new facilities such as police and fire stations, pump stations, wells, security cameras and traffic signals that are essential to the daily management of City businesses, resources and security. The expansion of fiber optic network will allow City staff to remotely communicate and monitor these facilities and will provide compliance with the Department of Homeland Security requirements. The bid solicitation package with plans and specifications for the construction of the Project was advertised on January 30, 2025, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Six (6) bids were received; The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
Golden State Utility Co.	\$ 82,368
Arrow Drillers Inc.	\$ 123,800
Lawrence Backhoe Service Inc.	\$ 126,261
Lasar Electric, Inc.	\$ 141,660
Tim Paxin’s Pacific Excavation Inc.	\$ 159,246
Bear Electrical Solutions LLC	\$ 198,340

Staff reviewed and evaluated the bids and determined that the lowest bidder did not provide a complete bid package; therefore, the bid was deemed not responsive. The next responsive and responsible bidder was Arrow Construction. Staff requests City Council adopt a resolution awarding a construction contract to Arrow Construction for \$123,800.

Staff also requests City Council authorize a 20% contingency of \$24,760 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$148,560.

REASON FOR RECOMMENDATION:

Construction of the Project will allow for new City Facilities and Traffic signals to be connected to the City’s network and will establish compliance with the Department of Homeland Security.

FISCAL IMPACT:

Staff requests City Council approve a budget amendment transferring \$57,860 from Measure C Funds (1060) to the General CIP fund (3010) as follows:

**MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO ARROW DRILLERS INC. FOR
CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE
FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT**

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$57,860
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 22-03	\$57,860
 <u>Increase Appropriation</u>		
3010-8000-420-1200	GG 22-03	\$57,860

MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO ARROW DRILLERS INC. FOR CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT


ATTACHMENTS:

- A. Resolution to Award a Construction Contract to Arrow Drillers Inc. for Construction of Golden Valley Parkway and Sadler Oak Drive Fiber Optic Extension, CIP GG 22-03 and Approve Budget Amendment
- B. Construction Contract with Arrow Drillers Inc. for Construction of Golden Valley Parkway and Sadler Oak Drive Fiber Optic Extension, CIP GG 22-03

MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

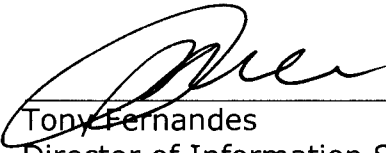
AWARD CONSTRUCTION CONTRACT TO ARROW DRILLERS INC. FOR CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT

APPROVALS:



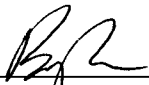
Carlos Carrillo
Management Analyst

3/3/2025
Date



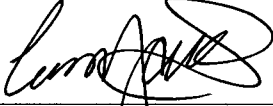
Tony Fernandes
Director of Information Systems

3-4-2025
Date



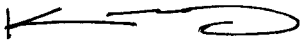
Brad Taylor
City Engineer

3/3/2025
Date



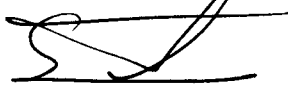
Cari James
Director of Finance

3/4/2025
Date



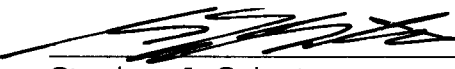
Michael King
Assistant City Manager

3.3.2025
Date



Salvador Navarrete
City Attorney

3-3-2025
Date



Stephen J. Salvatore
City Manager

3-5-25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO ARROW DRILLERS INC. FOR CONSTRUCTION OF GOLDEN VALLEY PARKWAY AND SADLER OAK DRIVE FIBER OPTIC EXTENSION, CIP GG 22-03 AND APPROVE BUDGET AMENDMENT

WHEREAS, on June 14, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 22-03 Citywide Fiber Optic Improvements Golden Valley Parkway and Sadler Oak Drive Fiber Optic Extension to connect City Hall and the Corporation Yard to existing and future City Facilities via fiber optic lines installed in new and existing conduit runs; and

WHEREAS, the scope of work consists of the procurement and installation of new fiber optic pull boxes along Golden Valley Pkwy extending from Towne Centre Dive to Sadler Oak Drive including Directional boring and conduit installation from Mossdale Pump Station (M3) across Golden Valley Pkwy to the median and across Brookhurst Blvd (Project); and

WHEREAS, a bid solicitation package with plans and specifications for the construction of the Project was advertised on January 30, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, six (6) bids were received and opened on February 20, 2025; and

WHEREAS, after review and evaluation staff determined that, the lowest bidder did not provide a complete bid package; therefore, the bid was deemed not responsive; and

WHEREAS, the next responsive and responsible bidder was Arrow Drillers Inc. dba Arrow Construction with a bid of \$123,800; and

WHEREAS, staff requests City Council adopt a resolution to award a construction contract to Arrow Construction for construction of the Project in the amount of \$123,800; and

WHEREAS, staff also requests City Council authorize a 20% contingency of \$24,760 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$148,560; and

WHEREAS, CIP GG 22-03 has a current balance of \$90,700 therefore, staff is also requesting Council approve a budget amendment transferring \$57,860 from the Measure C fund (1060) to the CIP Project Fund (3010) to fund the construction contract and a 20% contingency, contingent on approval by the Measure C Committee; and

WHEREAS, staff requests City Council approve a budget amendment transferring \$57,860 from Measure C Funds (1060) to the General CIP fund (3010) as follows:

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$57,860
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 22-03	\$57,860
 <u>Increase Appropriation</u>		
3010-8000-420-1200	GG 22-03	\$57,860

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with Arrow Construction for construction of CIP GG 22-03 Golden Valley Pkwy and Sadler Oak Drive Fiber Optic Extension for a cost of \$123,800; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby approves a 20% contingency of \$24,760 for a total cost not to exceed \$148,560 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 approves a budget amendment transferring \$57,860 from Measure C Funds (1060) to the General CIP fund (3010) as shown above, contingent on approval from the Measure C Committee.

The foregoing resolution was passed and adopted this 10th day of March 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

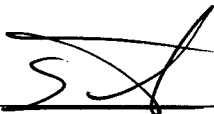
ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated **March 10, 2025** is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and Arrow Drillers Inc. (Contractor), whose Taxpayer Identification Number is _____.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Golden Valley Pkwy and Sadler Oak Rd Fiber Optic Extension CIP GG 22-03** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to excavating, trenching, backfilling, potholing and/or directional boring and procurement and installation of conduit, tracer wire, mule tape and fiber optic cable pull boxes on Golden Valley Pkwy between Town Centre Dr. and Sadler Oak Dr.; and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 90 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ One hundred twenty three thousand eight hundred dollars

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by Arrow Drillers Inc. on February 20, 2025. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the

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

continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to

substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

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

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

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

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

- (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 will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

SECTION 00300**GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03****BID PROPOSAL FORMS**

BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: **GOLDEN VALLEY PKWY AND SADLER OAK RD FIBER OPTIC
EXTENSION, CIP GG 22-03**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by the Base Bid plus Bid Alternate 1 or none of the work.

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

GOLDEN VALLEY PWY AND SADLER OAK RD FIBER OPTIC EXTENSION
CIP GG 22-03**BID SCHEDULE**

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	6,000.00	6,000.00
2	Traffic Control	1	LS	15,000.00	15,000.00
3	Erosion and Sediment Control Plan (ESCP)	1	LS	4,000.00	4,000.00
4	Furnish and Install B2436 pullboxes and 52JH Steel lids	10	EA	5,500.00	55,000.00
5	Furnish and Pour concrete for 10 fiber pull boxes	6	YD	2,250.00	13,500.00
6	Furnish and Install (1) 2" Smooth Wall Schedule 40 Conduit	240	FT	4.00	960.00
7	Furnish and Install 10 AWG Tracer Wire and mule tape	240	FT	4.00	960.00
8	Potholing	6	EA	2,250.00	13,500.00
9	Directional Boring	240	FT	62.00	14,880.00
	Total Bid				\$123,800.00

TOTAL BID: 123,800.00

TOTAL BID IN WORDS: One hundred twenty-three thousand eight hundred

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

00300-2

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

BIDDER'S INFORMATION

- (1) Bidder's name and address:
Arrow Construction
1850 Diesel Drive Sacramento CA 95838
- (2) Bidder's telephone number: 916-640-0600
- (3) Bidder's email address: jbovolick@arrowcon.com
- (4) Bidder's Contractor's License # / Expiration Date / Classification:
708 757 , 6/30/25 , A + C-12
- (5) Bidder's DIR Registration # / Expiration:
1000001881 , 6/30/25
- (6) Person who inspected site of proposed work for Contractor's firm:
Name: Justin Bovolick Date of Inspection: 2/10/25
- (7) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Bonavent Way Aldyl'a Replacement	\$880,000	P6TE 1851 Bell Ave Sacramento Prasanna Wee-simhe 916-200-6361
ZIMS + ZIKU Replacement	\$10,000,000	Jeremy Lavagnino 4401 Bradshaw Rd 916-732-5172 Sacramento CA 95852
E. Commerce + Elkhorn Bore + Buckhoe	\$490,000	Joe Dixon 4401 Bradshaw Rd 916-732-5653 Sacramento, CA 95852
I-80 + Comark Directional Bore	\$240,000	Robert Jacques 4401 Bradshaw Rd 916-732-6146 Sacramento CA 95852
El Sol Way Aldyl'a Replacement	\$560,000	Jaime Robles 1851 Bell Ave 916-1111 Sacramento CA

707-684-8459

SMUD
SMUI
SMUW

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. NO SUBS			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

#1

Respectfully submitted,

2/14/25

Dated

Arrow Drillers Inc DBA Arrow Construction
Legal Name of Firm


Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Michael Patrick Wegener - Officer

Salvador Joe Rivera - FMO

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____

as PRINCIPAL, and _____

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above-mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **GOLDEN VALLEY PKWY AND SADLER OAK RD, CIP GG 22-03.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, 20__.

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Address: _____

Address: _____

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

00300-6

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Arrow Drillers Inc. dba Arrow Construction

as PRINCIPAL, and Fidelity and Deposit Company of Maryland

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten (10%) of the Total Bid.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above-mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **GOLDEN VALLEY PKWY AND SADLER OAK RD, CIP GG 22-03.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th day of February, 2025.

Arrow Drillers Inc. dba Arrow Construction (Seal)

 (Seal)

Address: 1860 Diesel Drive

Sacramento, CA 95838

Fidelity and Deposit Company of Maryland (Seal)

 (Seal)
Breanna Boatright, Attorney-In-Fact

Address: 1299 Zurich Way, 10th Floor

Schaumburg, IL 60196-1066

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

00300-6

NEVADA NOTARY ACKNOWLEDGMENT

THE STATE OF NEVADA

COUNTY OF Washoe

This instrument was acknowledged before me on 02/07/2025

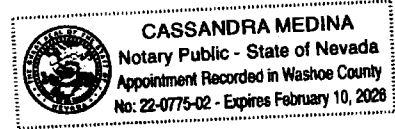
(date) by Breanna Boatright, (name of person).

Cassandra Medina

Notary Public Signature

Print Cassandra Medina

Title Notary Public



(Seal)

**ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND
 POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of February, A.D. 2025.



**ATTEST:
 ZURICH AMERICAN INSURANCE COMPANY
 COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
 FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

Thomas O. McClellan

By: *Thomas O. McClellan*
 Vice President

Dawn E. Brown

By: *Dawn E. Brown*
 Secretary

**State of Maryland
 County of Baltimore**

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
 Notary Public
 My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of February, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00300

GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION
CIP GG 22-03

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-8

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: _____

Brad Taylor, City Engineer

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

(END OF SECTION)

Bond No: _____
Premium: _____
Contract No: _____

PERFORMANCE BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into a Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated _____, 20 __, and identified as **GOLDEN VALLEY PKWY AND SADLER OAK RD FIBER OPTIC EXTENSION, CIP GG 22-03**, is hereby referred to and made a part hereof; and

WHEREAS, the principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the principal and _____, as surety, are held and firmly bound unto the City of Lathrop ("City"), in the sum of _____ dollars (\$_____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, successors, executors and administrators, jointly and severally.

The condition of this obligation is such that if the above principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and

Surety above named, on _____, 20__.

ADDRESS OF Contractor:

_____	_____
_____	_____

ADDRESS OF SURETY:

_____	_____
_____	_____

(END OF SECTION)

Bond No: _____
Premium: _____
Contract No: _____

PAYMENT (LABOR AND MATERIALS) BOND

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into an Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated _____, 20____, and identified as **GOLDEN VALLEY PKWY AND SADLER OAK FIBER OPTIC EXTENSION, CIP GG 22-03** is hereby referred to and made a part hereof; and

WHEREAS, under the terms of the Contract, principal is required before entering upon the performance of the work to file a good and sufficient payment with the City of Lathrop to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, the principal and the undersigned as corporate surety, are held firmly bound unto the City of Lathrop and all Contractors, subcontractors, laborers, material, men and other persons employed in the performance of the Contract and referred to in the above-mentioned Code of Civil Procedure in the sum of _____ dollars (\$ _____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the surety will pay the same in an amount not exceeding the amount set forth above, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the conditions of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The surety hereby stipulates and agrees that no change, extension of time, alternation or addition to the terms of said Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20__.

ADDRESS OF PRINCIPAL:

ADDRESS OF SURETY:

(END OF SECTION)

WORKER'S COMPENSATION CERTIFICATION

(AS REQUIRED BY SECTION 1861
OF THE CALIFORNIA LABOR CODE)

I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Contract.

Contractor: _____

By: _____

Title: _____

(END OF SECTION)

WARRANTY BOND ACKNOWLEDGMENT

TO the City of Lathrop

The undersigned guarantees the construction and installation of the work included in this project.

A Warranty Bond similar to the provided Warranty Bond Form on the following page is required to be submitted prior to project acceptance by the City. The Warranty Bond shall be ten percent (10%) of the final contract amount. The Bond will be effective for one (1) year, beginning with the date of project acceptance.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair the work completely without cost to the City so that the work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If the City elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned fails or refuses to comply with his obligations under this warranty, the City shall be entitled to all costs and expenses, including attorney's fees.

Signature of Bidder

Date

Bond No: _____
Premium: _____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that

WHEREAS, the City Council of the City of Lathrop, State of California, and _____, ("Principal"), have entered into an Contract whereby principal agrees to install and complete certain designated public improvements. The Contract, dated __, 20__, and identified as **GOLDEN VALLEY PKWY AND SADLER OAK RD FIBER OPTIC EXTENSION, CIP GG 22-03** is hereby referred to and made a part hereof; and

WHEREAS, Principal is required under the terms of the Agreement to furnish warranty security for the work performed pursuant to the Agreement in the amount of [\$_____] to guarantee replacement and repair of the improvements as described in the Agreement for a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States, being not less than 10 percent (10%) of the amount payable by the terms of the Contract, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal shall indemnify City for all loss that City may sustain by reason of any defective materials or workmanship which become apparent during the period of one year from and after acceptance of the improvements by the City Council of City, then this obligation shall be null and void; otherwise, this obligation shall remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees incurred by City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing the City's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City or its successors or assigns.

Surety shall provide City with thirty (30) days' written notice of Principal's default prior to Surety terminating, suspending or revoking the bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their seals this _____ day of _____, 20_, the name and corporate seal of each corporate body being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Principal)

By _____
Signature

Print Name and Title

*Note:
To be signed by Principal
and Surety and acknowledgment
and notarial seal attached.*

(Surety)

Address

By _____
Signature

Print Name and Title

(END OF SECTION)

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ITEM 4.15

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

- ITEM:** **AWARD CONSTRUCTION CONTRACT TO ST FRANCIS ELECTRIC, LLC FOR CONSTRUCTION OF LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS 25-05**
- RECOMMENDATION:** **Adopt Resolution to Award a Construction Contract to St Francis Electric, LLC for Lathrop High School Pedestrian Signal, CIP PS 25-05**
-

SUMMARY:

On August 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) PS 25-05 for the Lathrop High School Pedestrian Signal (Project). This project aims to install a traffic signal at the Spartan Way and Central Pacific Street intersection to increase pedestrian safety.

On February 10, 2025, City Council approved the purchase from JAM Services, Inc. (JAM Services) for a total cost of \$107,400 for the traffic signals and components in preparation for the construction phase of the Project. Additionally, Council approved a budget amendment transferring \$550,000 from the Measure C Fund (1060) to the CIP Project Fund (3310) to cover the installation and construction of the Project.

The plans and specifications for the construction of the Project were formally advertised for bid on February 11, 2025, pursuant to California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 3.30. The City Clerk received and opened five (5) bids on March 4, 2025. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be St Francis Electric, LLC (St Francis) with a base bid of \$259,700.

Staff requests City Council award a construction contract to St Francis for the construction of the Project in the amount of \$259,700. Staff also requests City Council authorize a 15% contingency of \$38,955 for a total cost not to exceed \$298,655 and authorize staff to spend the contingency as necessary to achieve the goals of the Project.

This amount was previously appropriated, and sufficient funds were allocated to CIP PS 25-05 to award the construction contract; therefore, a budget amendment is not necessary. Any unused funds will be transferred back into Measure C Fund upon acceptance of the Project.

BACKGROUND:

On August 12, 2024, City Council approved the creation of CIP PS 25-05 and approved a Professional Services Agreement with TJKM to provide the design services for the Project.

CITY MANAGER’S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO ST FRANCIS ELECTRIC, LLC FOR
CONSTRUCTION OF LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS
25-05

The lead time for traffic signal components is roughly 24 weeks. On February 10, 2025, Council approved the purchase from JAM Services in the amount of \$107,400 for the Traffic Signal Controller Cabinet, emergency vehicle preemption system, pedestrian push buttons, signage, and poles, all of which include all necessary components for installation.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on February 11, 2025, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 3.30. Due to the Project’s location, construction will occur during the Summer Break and Administrative Closure of Lathrop High School in July 2025.

Five (5) bids were received and opened by the City Clerk on March 4, 2025; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results
Lathrop High School Pedestrian Signal

Contractor	Base Bid
St Francis Electric, LLC	\$259,700.00
Mike Brown Electric Co	\$271,797.00
Tim Paxin’s Pacific Excavation, Inc	\$285,486.00
Frontline General Engineering Construction, Inc	\$360,854.18
Tennyson Electric LLC	\$437,519.00

Staff reviewed and evaluated the bids and determined that the lowest responsive and responsible bidder is St Francis, with a base bid of \$259,700. Staff requests City Council adopt a resolution to award a construction contract to St Francis for \$259,700 for the construction of the Project.

Staff also requests City Council authorize a 15% contingency of \$38,955 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$298,655.

REASON FOR RECOMMENDATION:

The Project is needed to improve the safety of the route for Lathrop High School students and mitigate traffic on Spartan Way. TJKM has completed the design phase of the project. Awarding a construction contract to St Francis will allow the Project to proceed with the installation of a traffic signal at the Spartan Way and Central Pacific Street intersection to improve the visibility for pedestrians and vehicles.

CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO ST FRANCIS ELECTRIC, LLC FOR
CONSTRUCTION OF LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS
25-05

FISCAL IMPACT:

The Lathrop High School Pedestrian Signal, CIP PS 25-05, is an approved project in the City's Capital Improvement Plan, covered under CIP Project Fund (3310). The proposed construction contract with St Francis Electric, LLC is for \$259,700. A 15% contingency is requested in the amount of \$38,955 for a total construction budget of \$298,655. Sufficient funds were allocated to CIP PS 25-05 on February 10, 2025, to award the construction contract; therefore, a budget amendment is not necessary.

ATTACHMENTS:

- A. Resolution to Award a Construction Contract to St Francis Electric, LLC for Lathrop High School Pedestrian Signal, CIP PS 25-05
- B. Construction Contract with St Francis Electric, LLC for Lathrop High School Pedestrian Signal, CIP PS 25-05

CITY MANAGER'S REPORT **PAGE 4**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO ST FRANCIS ELECTRIC, LLC FOR
CONSTRUCTION OF LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS
25-05

APPROVALS:



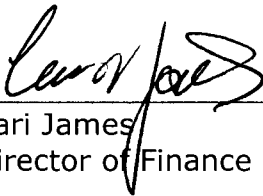
Veronica Albarran
Junior Engineer

03/04/2025
Date



Brad Taylor
City Engineer

3/5/2025
Date



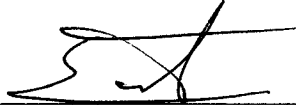
Cari James
Director of Finance

3/5/2025
Date



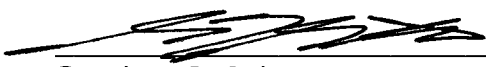
Michael King
Assistant City Manager

3.5.2025
Date



Salvador Navarrete
City Attorney

3.5.2025
Date



Stephen J. Salvatore
City Manager

3.5.25
Date

RESOLUTION NO. 25-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO ST FRANCIS ELECTRIC, LLC FOR LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS 25-05

WHEREAS, on August 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) PS 25-05 for the Lathrop High School Pedestrian Signal (Project) and awarded the Professional Services Agreement with TJKM to provide the design services for the Project; and

WHEREAS, on February 10, 2025, Council approved the purchase from JAM Services, Inc (JAM Services) in the amount of \$107,400 for the Signal Controller Cabinet, emergency vehicle preemption system, pedestrian push buttons, signage, and poles, all of which include all necessary components for installation; and

WHEREAS, on February 10, 2025, Council approved a budget amendment transferring \$550,000 from the Measure C Fund (1060) to the CIP Project Fund (3310) to cover the installation and construction of the Project; and

WHEREAS, on February 11, 2025, the City solicited bids for the construction of the Project pursuant to California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 3.30; and

WHEREAS, a total of five (5) bids were received and opened by the City Clerk on March 4, 2025; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be St Francis Electric, LLC (St Francis) with a base bid of \$259,700; and

WHEREAS, staff requests that Council award a construction contract to St Francis in the amount of \$259,700 for the construction of the Project; and

WHEREAS, staff requests Council authorize a 15% contingency in the amount of \$38,955, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total construction budget of \$298,655; and

WHEREAS, on February 10, 2025, sufficient funds were allocated to CIP PS 25-05, to award the construction contract.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby award a construction contract to St Francis Electric, LLC for the construction of Lathrop High School Pedestrian Signal, CIP PS 25-05 with a base bid of \$259,700; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% contingency of \$38,955, for a total construction budget of \$298,655 and authorizes staff to spend up to this amount as necessary to achieve the goals of the Project.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 10th day of March 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

CONSTRUCTION CONTRACT

This Contract, dated **March 10, 2025**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and St Francis Electric, LLC, (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 **Lathrop High School Pedestrian Signal, CIP PS 25-05 (Project)**. Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the installation of City furnished traffic signals and all relevant components along with traffic control devices such as signage, pavement markings and traffic striping; and any task necessary to accomplish the aforementioned tasks.

The Contractor shall commence work under this Contract on May 26, 2025 and shall fully complete all work and have the Traffic Signal operational by July 19, 2025 to avoid the presence of high school students, subject to provisions contained in the Construction Documents relating to extension of time.

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: Two Hundred Fifty-nine Thousand, Seven Hundred Dollars

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 Warranty Bond Acknowledgement) and the Bid Documents submitted by the Contractor on March 04, 2025. For the purposes of construing, interpreting and resolving inconsistencies between

the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

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

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of

proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

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

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates 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 *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

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

PHONE: (209) 207-2651
FAX: (209) 941-7449
ATTN: Construction Project Manager

To Contractor: St Francis Electric, LLC
975 Carden Street,
San Leandro, CA 94577
Phone: (510) 639-0639

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.

- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)),

Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

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

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

CONTRACTOR:

By: _____

Name: _____

Title: _____

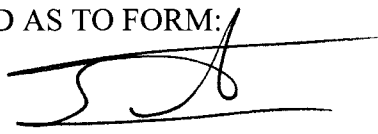
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Brad Taylor, City Engineer

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

SECTION 00300

LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05

BID PROPOSAL FORMS

BID PROPOSAL FORMS

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

ATTENTION: City Clerk

FOR: LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS 25-05

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

SECTION 00300

LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05

BID PROPOSAL FORMS

LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS 25-05

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	\$22,000.00	\$22,000.00
2	Provide and Implement Traffic Control Plan	1	LS	\$30,700.00	\$30,700.00
3	Erosion and Sediment Control Plan (ESCP)	1	LS	\$2,200.00	\$2,200.00
4	Removal of Existing Thermoplastic Striping	100	LF	\$6.65	\$665.00
5	Removal of Existing Thermoplastic Markings	70	SF	\$14.00	\$980.00
6	Removal of Existing Signage and Posts as Shown on Project Plans	5	EA	\$465.00	\$2,325.00
7	Install City furnished Traffic Signals and components at Spartan Way and Central Pacific Street. Furnish and Install Traffic Signal Wire.	1	LS	\$135,432.00	\$135,432.00
8	Install 4" Conduit by Directional Boring Method as Shown on Project Plans	1	LS	\$25,800.00	\$25,800.00
9	Install Concrete Pedestals for Controller Cabinet, City Network Box, and Service Enclosure	1	LS	\$8,500.00	\$8,500.00
10	Furnish and Install Type III-AF Service Enclosure (Anodized Aluminum)	1	EA	\$12,000.00	\$12,000.00
11	Install City furnished Network Box 30"x36"x18" Min. on 1' High Concrete Pedestal with 120V 20A Receptacle and Thermostatic Exhaust Fan	1	EA	\$3,800.00	\$3,800.00
12	Install City furnished Controller Cabinet	1	EA	\$5,000.00	\$5,000.00
13	Install Thermoplastic Striping – 12" White Line	48	LF	\$33.00	\$1,584.00
14	Install Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 39A with Methyl Methacrylate (MMA) Green Enhancement	100	LF	\$62.50	\$6,250.00
15	Install Thermoplastic Marking – Type IV Arrow (Right)	2	EA	\$532.00	\$1,064.00
16	Install City furnished Signage and Poles as Shown on Project Plans	2	EA	\$700.00	\$1,400.00

TOTAL BASE BID: \$259,700.00

TOTAL BASE BID IN WORDS: Two Hundred Fifty-Nine Thousand, Seven Hundred Dollars and Zero Cents.

00300-2

SECTION 00300

**LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05**

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:
St. Francis Electric, LLC.
975 Carden St, San Leandro, CA 94577
- (2) Bidder's telephone number: 510-639-0639
- (3) Bidder's email address: estimating@sfe-inc.com
- (4) Bidder's Contractor's License # / Expiration Date / Classification:
1003811 / 05-31-2025 / A & C-10
- (5) Bidder's DIR Registration # / Expiration:
1000022208 / 06-30-2025
- (6) Person who inspected site of proposed work for Contractor's firm:
 Name: Alexia Abarca Date of Inspection: 2/27/25
- (7) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Atwater Blvd & First Street	\$858,144.38	City of Atwater - 750 Bellevue Rd, Atwater, CA 95301 - 209-357-6233
Streetlight Pole Replacement FY 2022-23 SB1	\$272,329.76	City of Stockton - 425 N. El Dorado St, Stockton CA 95202 - 209-937-8676
Meadow Lane/ Market Street Paving Project	\$593,665.00	City of Concord - 1950 Parkside Drive, Concord, CA 94519 - 925-671-3107
Caltrans 04-2K7204	\$440,535.39	Caltrans - 1727 30th St, MSC 43 Sac, CA 95816 510-286-4444
River Islands Parkway Traffic Signals & Del Webb Hybrid	\$1,070,455	City of Lathrop - 73 W. Stewart Rd Lathrop, CA 95330 - 209-879-7900

SECTION 00300

**LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05**

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. <u>Install/Terminate/Splice/Test Fiber Optic Cable</u>	<u>778249</u>	<u>2%</u>	<u>Integrity Data & Fiber</u> <u>730 Westfield Lane, Vacaville, CA 95688</u>
2. <u>Remove/Install Striping & Signage</u>	<u>755317</u>	<u>6%</u>	<u>Sierra Traffic Markings Inc.</u> <u>9725 Del Road Suite B, Roseville, CA 95747</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

1

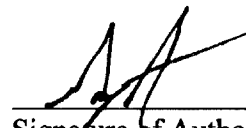
Respectfully submitted,

03-04-2025

Dated

St. Francis Electric, LLC.

Legal Name of Firm



Guy Smith - President

Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Guy Smith - President/ Secretary 975 Carden Street, San Leandro, CA 94577

Ryan Dunham- Vice President/ Manager - 975 Carden Street, San Leandro, CA 94577

Karla Brauer - Treasurer - 975 Carden Street, San Leandro, CA 94577

SECTION 00300

LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE St. Francis Electric, LLC

as PRINCIPAL, and Everest National Insurance Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ ten percent of the amount bid (10% of amount bid).

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL, CIP PS 25-05.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21st day of February, 2025.

St. Francis Electric, LLC (Seal)

 (Seal)

Guy Smith, President

Address: 975 Carden Street

San Leandro, CA 94577

Everest National Insurance Company (Seal)

 (Seal)

Andrea O'Neill, Attorney-In-Fact

Address: 5000 Hopyard Ave., Suite 325

Pleasanton, CA 94588

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

00300-6

ACKNOWLEDGMENT

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

State of California
County of Alameda

On February 24, 2025 before me, Ann Marie Lanza, Notary Public
(insert name and title of the officer)

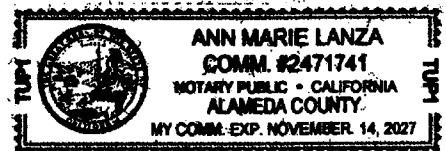
personally appeared Guy Smith
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

(Seal)



ACKNOWLEDGMENT

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

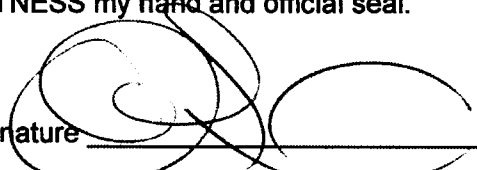
State of California
County of Alameda)

On February 21, 2025 before me, Ann Marie Lanza, Notary Public
(insert name and title of the officer)

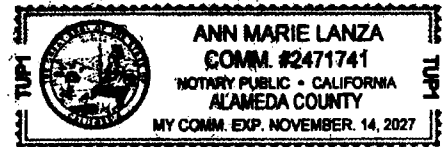
personally appeared Andrea O'Neill
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)





**POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY and EVEREST NATIONAL INSURANCE COMPANY**

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company and Everest National Insurance Company, corporations of the State of Delaware ("Company") having their principal offices located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

Robert W. Babcock, Robert Terrence Murphy, Tammy Bates, Andrea O'Neill

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company and Everest National Insurance Company have caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 10th day of October 2023.



Everest Reinsurance Company and Everest National Insurance Company

By: Anthony Romano, Senior Vice President

On this 22nd of March 2023, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R08239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Assistant Secretary of Everest Reinsurance Company and Everest National Insurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 21st day of February 2025.



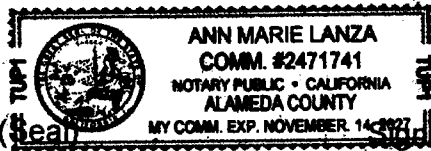
By: Sylvia Semerdjian, Assistant Secretary

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

State of California
County of Alameda

Subscribed and sworn to (or affirmed) before me on this 4th
day of March, 2025, by Guy Smith

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



Signature

A large, stylized handwritten signature in black ink, appearing to read 'Guy Smith', written over the 'Signature' label.

SECTION 00300

LATHROP HIGH SCHOOL PEDESTRIAN SIGNAL
CIP PS 25-05

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-8



Public Works Department

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7430
www.ci.lathrop.ca.us

ADDENDUM NO. 1 – February 24, 2025

**Notice Inviting Bids
For
Lathrop High School Pedestrian Signal CIP PS 25-05**

Due to discrepancies in the Plans, this addendum supersedes the Proposer’s responsibility to furnish all materials for the Project.

The City has procured the following materials for this project:

- **Traffic Signal Display** – Includes vehicle and pedestrian signals, framework, pedestrian pushbuttons, and thru bolts.
- **Controller Cabinet** – (1) Flex/352i controller cabinet with Video Detection System.
- **Video Cable** – 1,000 feet.
- **EVP Package** – Includes (3) 721 detectors and (2) 762 discriminators.
- **Pole Package** – Includes (2) Galvanized Type 18-4-100, 20; (4) 10’ Galvanized Type 1-B; (1) 10’ with cap Galvanized Type 1-B; (1) LED IISNS “Central Pacific St.”
- **Sign Package** – Includes (2) R3-18, (2) R10-15, and (1) R10-6.

The Proposer is responsible for furnishing the following materials:

- **Traffic Signal Wire**
- **Type III-AF Service Enclosure (Anodized Aluminum)**

End of Addendum #1

Proposer Acknowledgment of Addendum #1:

St, Francis Electric, LLC.
Company Name

03-04-2025
Date

Guy Smith - President
Consultant Name & Title


Consultant’s Signature

*Signed Addendum must be submitted along with the proposal

ITEM 4.16

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: REJECT ALL BIDS FOR CONSTRUCTION OF LATHROP ELECTRIC VEHICLE CHARGING STATIONS, CIP GG 24-28

RECOMMENDATION: Adopt Resolution to Reject All Bids for Construction of Lathrop Electric Vehicle Charging Stations, CIP GG 24-28

SUMMARY:

On February 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) GG 24-28 Lathrop Electric Vehicle Charging Stations (Project) to install charging units at the Lathrop Community Center / Lathrop Senior Center. The Project scope of work consists of furnishing and installing (10) electric vehicle (EV) charging stations including construction of a steel carport with solar panels, battery storage system, lighting, and microsurfacing the parking lot with new signing and striping.

Improvement plans and specifications were completed and advertised for bid on January 28, 2025 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. City Clerk received and opened four (4) bids on February 20, 2025. After review and evaluation, the lowest bidder submitted an incomplete bid package and staff determined their bid to be not responsive.

The second lowest bidder requested to withdraw their bid due to an error in their bid schedule and the other bids do not align with the project budget; therefore staff requests City Council reject all bids, pursuant to Lathrop Municipal Code 2.36.060(E) and Public Contract Code (PCC) 20166 and 22038. Following bid rejection, staff will review the project scope and issue a revised request for bids.

BACKGROUND:

The City was awarded federal funding from the 2023 Combined Carbon Reduction Program/Congestion Mitigation and Air Quality Improvement Program towards a new project to support the reduction of transportation emissions. On February 12, 2024, Council created CIP GG 24-28 to install EV charging stations at the existing parking lot of the Lathrop Community Center / Lathrop Senior Center. The Project includes the installation of (10) new EV charging units powered by solar energy. Canopies with solar panels, street lighting, pavement resurfacing, signing, striping and other parking lot improvements will be constructed to accommodate the new EV charging stations.

The bid solicitation package with plans and specifications for construction of the Project was advertised on January 28, 2025, in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
REJECT ALL BIDS FOR CONSTRUCTION OF LATHROP ELECTRIC VEHICLE CHARGING STATIONS, CIP GG 24-28

City Clerk received and opened four (4) bids on February 20, 2025. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid
Hooked on Solar, Inc.	\$529,800
Preferred Power Solutions, Inc.	\$798,940
Bockmon & Woody Electric, Company, Inc.	\$1,201,600
Lords Electric, Inc.	\$1,500,400

After review and evaluation, staff determined the lowest bidder submitted an incomplete bid package and deemed the bid not responsive. The second lowest bidder requested to withdraw their bid due to an error in their bid schedule and the other bids do not align with the project budget; therefore, staff requests City Council reject all bids, pursuant to Lathrop Municipal Code 2.36.060(E) and Public Contract Code (PCC) 20166 and 22038.

Staff notified all bidders via a letter (attachment B) that was emailed and mailed on February 27, 2025 of its intent to recommend City Council reject all bids for the Project. Following bid rejection, staff plans to review the project scope and issue a revised request for bids.

REASON FOR RECOMMENDATION:

Re-advertising the project would allow more potential bidders to submit a proposal and the City to compare unit prices and overall project cost.

FISCAL IMPACT:

There is no fiscal impact associated with the requested action.

ATTACHMENTS:

- A. Resolution to Reject All Bids for Construction of Lathrop Electric Vehicle Charging Stations, CIP GG 24-28
- B. Notice of Intent to Reject All Bids for Lathrop Electric Vehicle Charging Stations, CIP GG 24-28

CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
REJECT ALL BIDS FOR CONSTRUCTION OF LATHROP ELECTRIC VEHICLE CHARGING STATIONS, CIP GG 24-28

APPROVALS:



Angel Abarca
Assistant Engineer

03-03-2025

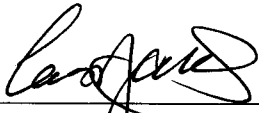
Date



Brad Taylor
City Engineer

3/3/2025

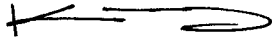
Date



Cari James
Finance Director

3/4/2025

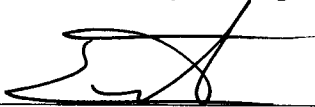
Date



Michael King
Assistant City Manager

3.3.2025

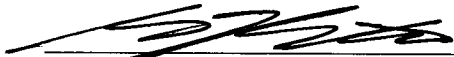
Date



Salvador Navarrete
City Attorney

3.3.2025

Date



Stephen J. Salvatore
City Manager

3.5.25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REJECT ALL BIDS FOR CONSTRUCTION OF LATHROP ELECTRIC VEHICLE CHARGING STATIONS, CIP GG 24-28

WHEREAS, on February 12, 2024, City Council approved the creation of Capital Improvement Project (CIP) GG 24-28 Lathrop Electric Vehicle Charging Stations (Project) to install charging units at the Lathrop Community Center / Lathrop Senior Center; and

WHEREAS, the Project scope of work consists of furnishing and installing (10) electric vehicle (EV) charging stations including construction of a steel carport with solar panels, battery storage system, lighting, and microsurfacing the parking lot with new signing and striping; and

WHEREAS, improvement plans and specifications were completed and advertised for bid on January 28, 2025 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, City Clerk received and opened four (4) bids on February 20, 2025; and

WHEREAS, after review and evaluation, the lowest bidder submitted an incomplete bid package and staff determined their bid to be not responsive; and

WHEREAS, the second lowest bidder requested to withdraw their bid due to an error in their bid schedule and the other bids do not align with the project budget; therefore staff requests City Council reject all bids, pursuant to Lathrop Municipal Code 2.36.060(E) and Public Contract Code (PCC) 20166 and 22038; and

WHEREAS, staff notified all bidders via a letter (attachment B) that was emailed and mailed on February 27, 2025 of its intent to recommend City Council reject all bids for the Project; and

WHEREAS, following bid rejection, staff will review the project scope and issue a revised request for bids.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby reject all bids for construction of Lathrop Electric Vehicle Charging Stations, CIP GG 24-28.

The foregoing resolution was passed and adopted this 10th day of March 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

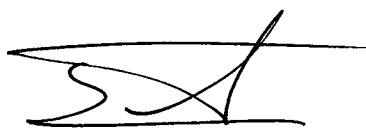
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



ATTACHMENT " B "

Public Works Department

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7430 - fax (209) 941-7449
www.ci.lathrop.ca.us

To: All Interested Parties

From: Brad Taylor, City Engineer

Date: February 26, 2025

RE: Notice of Intent to Reject All Bids for the Lathrop Electric Vehicle Charging Station, CIP GG 24-28

On February 20, 2025, the City of Lathrop received and opened four (4) formal bids for construction of Capital Improvement Project (CIP) GG 24-28 for Lathrop Electric Vehicle Charging Stations (Project).

In accordance with California Public Contract Code §§ 20166 and 22038 and Lathrop Municipal Code 2.36.060E, City staff intends to recommend City Council reject all bids for the Project at the next regularly-scheduled City Council meeting scheduled to begin at 7:00 PM on March 10, 2025.

Should you have any questions or concerns, please contact me by phone (209) 941-7438 or by email: btaylor@ci.lathrop.ca.us.

Thank you,

A handwritten signature in black ink, appearing to read "Brad Taylor", is written over a horizontal line.

Brad Taylor, P.E./T.E.
City Engineer

cc:

- Salvador Navarrete, City Attorney
- Teresa Vargas, City Clerk

**CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING**

ITEM: CREATE CIP PW 25-19 WATER CONSERVATION REGULATORY COMPLIANCE PROGRAM, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI WATER AND ENVIRONMENT, INC., AND APPROVE BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution to Create Regulatory Compliance Program PW 25-19 Water Conservation, Approve a Professional Services Agreement with EKI Water and Environment, Inc., and Approve a Budget Amendment

SUMMARY:

City staff requests that City Council create a new Regulatory Compliance Program (RCP) PW 25-19 Water Conservation and approve a Professional Services Agreement (PSA) with EKI Water and Environment, Inc., (EKI). This agreement is to conduct a needs assessment on the impacts of the "Making Conservation a California Way of Life" (MCCWL) water conservation regulation and outline the necessary steps to ensure compliance.

Staff is seeking an initial budget allocation by transferring \$30,000 from Water Fund 5620 to the new RCP PW 25-19 through the approval of a budget amendment. This funding will enable us to effectively assess the requirements and develop a comprehensive plan for compliance.

Furthermore, staff requests City Council approve a Professional Services Agreement with EKI in the amount of \$29,400. This agreement is for conducting a needs assessment and creating a roadmap for ensuring compliance with the MCCWL regulation.

BACKGROUND:

On July 3, 2024, The State Water Resources Control Board (State Water Board) officially approved the proposed MCCWL regulation, which serves to enforce Senate Bill (SB) 606 and Assembly Bill (AB) 1668. The regulation mandates that each urban water supplier must determine and adhere to an annual Urban Water Use Objective ("UWUO" or "Objective") and implement Commercial, Institutional, and Industrial (CII) Performance Measures. These requirements must be reported on an annual basis, commencing January 1, 2024.

In order to assist staff in addressing these needs, EKI has prepared a proposal to provide the City with a structured plan to meet the regulatory requirements efficiently and effectively. The proposal involves organizing current data, identifying gaps,

CITY MANAGER’S REPORT **PAGE 2**
MARCH 10, 2025, CITY COUNCIL REGULAR MEETING
CREATE RCP PW 25-19 WATER CONSERVATION, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI WATER AND ENVIRONMENT, INC., AND APPROVE BUDGET AMENDMENT

creating strategies to meet the program objectives, and incorporating performance measures for CII sectors into the City's water conservation program.

REASON FOR RECOMMENDATION:

Staff requests that the City Council establish RCP PW 25-19 Water Conservation with an initial budget of \$30,000 through transfer of funds from Fund 5620 to the new RCP PW 25-19. Additionally, staff requests approval of a Professional Services Agreement (PSA) with EKI in the amount of \$29,400. This agreement will enable EKI to conduct a comprehensive needs assessment and develop a strategic roadmap to ensure compliance with the MCCWL water conservation regulatory requirements.

FISCAL IMPACT:

The cost of the agreement with EKI is \$29,400. Staff requests that City Council approve a budget amendment to increase the appropriation for Water Fund 5620 by \$30,000 as follows:

Increase Appropriation

5620-50-50-420-0100	PW 25-19	\$30,000
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ATTACHMENTS:

- A. Resolution to Create Regulatory Compliance Program PW 25-19 Water Conservation, Approve a Professional Services Agreement with EKI Water and Environment, Inc., and Approve a Budget Amendment
- B. Professional Services Agreement with EKI Water and Environment, Inc., for the Assessing Impacts and Developing a Compliance Roadmap for California’s MCCWL Regulation, RCP PW 25-19

CITY MANAGER'S REPORT
MARCH 10, 2025, CITY COUNCIL REGULAR MEETING
CREATE CIP PW 25-19 WATER CONSERVATION, APPROVE PROFESSIONAL SERVICES AGREEMENT WITH EKI WATER AND ENVIRONMENT, INC., AND APPROVE BUDGET AMENDMENT

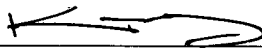
APPROVALS



Greg Gibson
Senior Civil Engineer

02/24/2025

Date



Brad Taylor
City Engineer

2.27.2025

Date



Cari James
Finance Director

2/26/2025

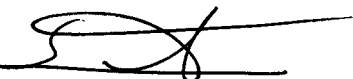
Date



Michael King
Assistant City Manager

2.27.2025

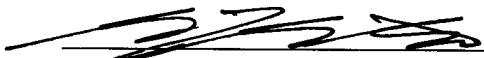
Date



Salvador Navarrete
City Attorney

2-24-2025

Date



Stephen J. Salvatore
City Manager

2.28.25

Date

RESOLUTION NO. 25 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO CREATE REGULATORY COMPLIANCE PROGRAM PW 25-19 WATER CONSERVATION, APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH EKI WATER AND ENVIRONMENT, INC., AND APPROVE A BUDGET AMENDMENT

WHEREAS, staff requests that City Council create a new Regulatory Compliance Program (RCP) PW 25-19 Water Conservation and approve a Professional Services Agreement (PSA) with EKI Water and Environment, Inc., (EKI). This agreement is to conduct a needs assessment on the impacts of the "Making Conservation a California Way of Life" (MCCWL) water conservation regulation and outline the necessary steps to ensure compliance; and

WHEREAS, on July 3, 2024, The State Water Resources Control Board (State Water Board) officially approved the proposed MCCWL regulation, which serves to enforce Senate Bill (SB) 606 and Assembly Bill (AB) 1668; and

WHEREAS, the regulation mandates that each urban water supplier must determine and adhere to an annual Urban Water Use Objective ("UWUO" or "Objective") and implement Commercial, Institutional, and Industrial (CII) Performance Measures. These requirements must be reported on an annual basis, commencing January 1, 2024; and

WHEREAS, in order to assist staff in addressing these needs, EKI has prepared a proposal to provide the City with a structured plan to meet the regulatory requirements efficiently and effectively; and

WHEREAS, the proposal involves organizing current data, identifying gaps, creating strategies to meet the program objectives, and incorporating performance measures for CII sectors into the City's water conservation program; and

WHEREAS, the agreement with EKI comes at a cost of \$29,400. In order to proceed with this agreement, staff is seeking approval from the City Council to make a budget amendment. Staff requests that City Council approve a budget amendment to increase the appropriation for Water Fund 5620 by \$30,000 as follows:

Increase Appropriation

5620-50-50-420-0100	PW 25-19	\$30,000
---------------------	----------	----------

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby create Regulatory Compliance Program (RCP) PW 25-19 Water Conservation; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with EKI Water and Environment, Inc., in the amount of \$29,400 for engineering consulting services for the Water Conservation, RCP PW 25-19; 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 10th day of March, 2025, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

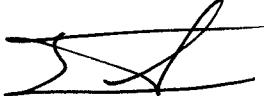
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL SERVICES WITH EKI ENVIRONMENT & WATER.

TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL REGULATION

THIS AGREEMENT, dated for convenience this **10th day of March, 2025**, is by and between EKI Environment & Water. ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to Assess Impact and Develop a Compliance Roadmap for California's MCCWL Regulation, which are required by this agreement; and

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

WHEREAS, CONSULTANT is willing to render such Assessment of Impact and Develop a Compliance Roadmap for California's MCCWL Regulation, 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 Assess Impact and Develop a Compliance Roadmap for California's MCCWL Regulation in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$29,400** to Assess Impact and Develop a Compliance Roadmap for California's MCCWL Regulation set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **March 10, 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 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) 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: Jonathan Sutter, P.E. 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.

(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 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.

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
 - (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
 - (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.
- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

- (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 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.

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

(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. 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.

(14) Funding

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

(15) Notices

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

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

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: EKI Environment & Water, Inc..
Jonathan Sutter, P.E.
2001 Junipero Serra Blvd, Suite 300
Daly City, CA 94014
Federal ID # 94-3087395
Lathrop Business License # 20137

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) 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.

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

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

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

- (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.

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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.

(18) Signatures

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

CITY OF LATHROP – EKI ENVIRONMENT & WATER
TO ASSESS IMPACT AND DEVELOP A COMPLIANCE ROADMAP FOR CALIFORNIA'S MCCWL
REGULATION

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

2-25-2025

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City Council Approval:

03/10/2025

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution No:

Stephen J. Salvatore
City Manager

Date

Consultant:

EKI Environment & Water, Inc.
Jonathan Sutter, P.E.
2001 Junipero Serra Blvd, Suite 300
Daly City, CA 94014
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Signature

Date

Print Name and Title

Signature

Date

Print Name and Title



Corporate Office
2001 Junipero Serra Boulevard, Suite 300
Daly City, CA 94014
(650) 292-9100
ekiconsult.com

January 30, 2025

Greg Gibson
Senior Civil Engineer
City of Lathrop – Public Works Department
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Proposal for Assessing Impacts and Developing a Compliance Roadmap for California's
MCCWL Regulation
City of Lathrop
(C40343)

Dear Mr. Gibson:

EKI Environment & Water, Inc. (EKI) is pleased to submit this proposal for consulting services to assist the City of Lathrop (City) with an assessment of the impacts of the "Making Conservation a California Way of Life" (MCCWL) water conservation regulation and the steps needed to achieve compliance.

PROJECT UNDERSTANDING AND BACKGROUND

On July 3, 2024, The State Water Resources Control Board (State Water Board) adopted the proposed MCCWL Regulation to implement Senate Bill (SB) 606 and Assembly Bill (AB) 1668. The regulation requires each urban water supplier to calculate and comply with an annual Urban Water Use Objective ("UWUO" or "Objective") and implement Commercial, Institutional, and Industrial (CII) Performance Measures, both of which must be reported on annually starting January 1, 2024 (although compliance with the Objective is not required until January 1, 2027).

In response to these requirements, the City has recognized the need to develop a comprehensive roadmap to achieve compliance with MCCWL. Specifically, the City has requested assistance to:

- Outline recommended actions for compliance, identify responsible parties, and define support needs from other City departments.
- Estimate the costs and resource requirements associated with compliance efforts.
- Provide recommendations on whether to perform the work in-house or retain external consultants.
- Assess the potential impacts of MCCWL compliance to inform the development of a Capital Improvement Plan (CIP).

To address these needs, EKI has prepared the proposed scope of work (SOW) herein to provide the City with a structured plan to meet the regulatory requirements efficiently and effectively. The work effort includes organizing existing data, identifying gaps, developing methodologies for complying with the Objectives, and integrating CII performance measures into the City's water conservation program.

PROPOSED SCOPE OF WORK

Task 1: Project Management and Coordination

Task 1 includes project management and communication efforts over the project duration. EKI will participate in one (1) kickoff meeting and will perform project management tasks (e.g., budget and schedule tracking, invoicing, and regular communications with the City) through the implementation of the scope of work described herein. Efforts associated with technical meetings and interviews with City staff are included in the specific tasks below.

Task 2: Data Collection and Data Gaps Assessment

This task will acquire and evaluate existing data and information, determine specific data gaps and work needed to comply with the data requirements of the MCCWL Regulation. EKI will compile and review existing water system data and documents prepared by the City, including, but not limited to, the following:

- 2020 – 2024 water consumption by sector and water supply data;
- 2023 – 2024 UWUO Reports;
- Data available on the California OpenData portal used to automate the UWUO reporting template;
- Available landscaping related data such as square footage of irrigable/irrigated areas, etc.;
- The most current UWMP as well as draft and final Water and Recycled Water System Master Plans
- Available City data on water use efficiency programs offered, historical participation rates, and water savings estimates.
- Any water conservation related studies; and
- CII landscape and CII Performance Measure related data, if available, such as total number of CII customers classified with dedicated irrigation meters (DIMs) and/or mixed use meters (MUMs), identification of special landscape areas, identification of irrigated area for CII customers with DIMs; annual irrigation water use of DIMs, etc.

EKI will compile the information that is available publicly and through EKI's past work efforts and prepare a request for information (RFI) for the remaining data needs. We will conduct one (1) meeting with City staff to collaborate on data needs and gather information on data management and storage processes.

EKI will review the information collected and identify any data gaps or inconsistencies to comply with the data requirements of the MCCWL Regulation, such as the measurement of CII areas served by DIMs and the measurement of special landscape areas (SLAs). EKI will develop a plan of recommended actions to fill data gaps with planning-level cost estimates and timeline.

Task 3: Compliance Roadmap for Objectives

This subtask includes an initial gaps assessment of whether the City is anticipated to meet its future Objectives, and includes the following efforts:

- Calculate the City’s Objectives with forecasts for the next ten years (i.e., fiscal year (FY) 2024 through 2034) and years 2035 and 2040 using data collected under Task 2.
- Consider variances, bonus incentives, and temporary provisions that are applicable to the City.
- Compare the results to the City’s actual water deliveries for FY 2023-24 as well as the most recent water use projections through 2040.
- Assess the City’s overall anticipated compliance with the Objectives and any components that may be of concern (e.g., outdoor irrigation, water loss, etc.).

Based on the assessment, EKI will recommend actions for the City to meet the Objectives, such as conducting further water conservation studies to identify which programs, existing or to be established, have the potential to achieve the highest water savings to meet the annual Objectives and CII efficient water use performance measures. In addition, the EKI will evaluate opportunities to increase the City’s Objective through increasing data accuracy, such as performing the City’s own landscape area measurements to use in place of the outdated dataset provided by Department of Water Resources (DWR).

Based on the best available information, EKI will estimate a planning-level cost, expected City staff hours, and/or resources for each action item and prepare an implementation schedule, including deadlines for items listed in the MCCWL Regulation.

EKI understands that irrigation in the River Islands development area is served by the River Islands non-potable system and its water use is currently not reported on UWUO reports. EKI will acknowledge this fact in the Objectives assessment and identify any future information or coordination needed with the Reclamation District 2062 non-potable water system.

Task 4: Compliance Roadmap for CII Performance Measures

Subtask 4.1: CII Account Classification Requirements

This CII Performance Measure requires classification of CII accounts based on customer end use and is pursuant to Section 972 of the Conservation Framework with a compliance deadline of June 30, 2027. Additionally, by June 30, 2028 and thereafter, suppliers shall annually maintain at least 95% classification rate of CII end users. CII accounts are to be classified based on customer end use, in accordance with the 18 Energy Star Portfolio Manager’s broad categories (e.g. banking services, education, office, retail, utility, etc.) including four additional CII categories of laundries, landscapes with DIMs, water recreation and car wash.

EKI understands that the City has not classified its accounts pursuant to Section 972. To assess the impacts of this requirement, EKI will perform the following tasks:

- Conduct an interview of City staff (e.g., from finance, IT, engineering, and building departments) to assess the City's existing business classification processes and data management system;
- Develop recommended actions to classify accounts and maintain at least a 95% classification rate after the initial classification, addressing topics such as (1) tracking CII classifications within the City's billing system and database and (2) procedures for identifying changes of account holders and verification of classifications;
- Develop planning-level cost estimates or estimation of staff hours and resources for the action items and an implementation timeline.

Subtask 4.2: CII Large Landscape Requirements

EKI will work with the City to identify the preliminary approach to comply with MCCWL Regulation Section 973. Pursuant to Section 973, a supplier shall either (1) by June 2027, identify all CII large landscapes with MUMs or (2) by June 2029, identify all CII large landscapes with MUMs, calculate water budgets for CII large landscapes with MUMs, and identify connections with estimated outdoor water use that exceeds the water budgets. Under this subtask, EKI will identify recommended actions and estimate the level of staff or consultant effort to identify all CII large landscapes with MUMs. For budget and scoping purposes, it is assumed that the City will comply with this requirement before June 2027 and will not be required to calculate water budgets for CII large landscapes with MUMs.

In addition, Section 973 requires suppliers to either (1) convert existing MUM into DIMs for all large landscape CII MUM customers, or (2) employ one in-lieu technology option out of Section 973 (b)(2)(A-E) and offer three different BMPs to the CII large landscape customer. Suppliers are not required to have implemented MUM conversion to DIMs or the alternative option of employing in-lieu technology until June 2039. Given the far-off compliance deadline, there is little guidance from the State Water Board or third-party organizations on how to best implement large landscape MUM compliance.

As such, EKI's effort under this subtask will focus on summarizing the requirements of Section 973 and identify the initial steps to comply with conversion of MUMs or implementation of BMPs and in lieu technology based on the best available information. The assessment will focus on identifying any existing City conservation programs or practices that align with the requirements or potential conservation studies. For example, as a first step, the City may benefit from a cost effectiveness study that helps determine whether installing DIMs or implementing BMPs and in lieu technology are in the City's best interest. The study may assess (1) the City's existing MUM infrastructure, (2) the approximate cost of each option, and (3) the estimated water savings of each option, and (4) the potential impacts on Objectives compliance from installing DIMs or implementing BMPs.

Subtask 4.3: CII Best Management Practice Requirements

EKI will assess the impacts and identify recommended actions to comply with Section 974, which includes implementing disclosable buildings, identifying top CII water users, and establishing BMPs for top water users.

- Disclosable Building Requirements: To comply with the disclosable building requirements in Section 974 (a), the City will need to develop a reporting process and/or mechanism to compile and provide data to disclosable building property owners, if requested. EKI will use CalWEPs

published Disclosable Buildings Toolkit to identify a list of all disclosable buildings in the City's service area and prepare a map of the buildings. EKI will reference the disclosable building requirements and estimate the level of effort required to develop a reporting process/mechanism in response to Section 974 (a).

- **Top CII Water Users:** To comply with MCCWL Regulation Section 974, suppliers shall identify their top CII water users and provide conservation programs with specific BMPs. By June 30, 2025 suppliers must identify existing CII customers at or above the 97.5th and 80th percentiles for CII water use ("CII top water users")¹. If this task is not complied with until June 30, 2027, the supplier shall perform the same identification work but also take into account the CII classification categories. If compliance isn't achieved until June 30, 2029, further work is required to identify CII water users that are inefficient according to key business activity indicators (KBAs). EKI recommends prioritizing the efforts for compliance with this section by June 30, 2025 as the most cost effective way to approach these requirements. As part of this subtask, EKI will reference the top CII water users requirements and estimate the level of effort to identify CII top water users on an annual basis. For budget and scoping purposes, it is assumed that the City will comply with this requirement before 2029 and will not be required to develop and track KBAs.
- **BMP Implementation Requirements:** For customers identified as CII top water users, suppliers must design and implement a conservation plan that includes multiple BMPs per list of approved options according to Sections 974 (d)(e)(f). However, suppliers are not required to offer CII BMPs until 2039. EKI believes that as the compliance deadline approaches, more guidance from the State Water Board or third-party organizations as well as "cookie-cutter" CII water conservation programs will become available. Given the far-off compliance deadline, EKI will summarize the BMP implementation requirements, identify any existing City conservation programs or practices that align with the BMP options, and assess which of the BMP requirements remain to be addressed before 2039.

Task 5: Develop a Compliance Roadmap TM

Based on the analyses performed in Tasks 2-4, EKI will prepare a technical memorandum (TM) to document the Roadmap for meeting the requirements of the MCCWL Regulation. The TM will summarize (1) regulatory requirements and deadlines, (2) findings of the data gaps and compliance assessments, including methodologies and assumptions, and (3) the Roadmap detailing the actions and information needed for the City to prepare for compliance, associated planning-level estimates of costs and resources, and implementation timeline. The recommendations will be organized by reporting, data identification, data management, and programmatic planning needs.

EKI has assumed one complete draft of the TM will be provided for the City's review and comment. Following receipt of comments, EKI will prepare the Final TM. EKI will conduct one (1) meeting with City staff to discuss the findings.

¹ Suppliers are considered meeting this deadline if they identify and report top CII users in the 2025 UWUO Reports, due January 1, 2026.

SCHEDULE

EKI is prepared to start work on this project immediately upon authorization to proceed. We anticipate that the project be accomplished within approximately twelve (12) weeks from the notice to proceed, assuming timely provisions of data and information from the City.

COMPENSATION

Compensation for consulting services by EKI will be on a time and expense reimbursement basis in accordance with our current Schedule of Charges, dated 1 January 2025, attached. Based on the proposed Scope of Work described above, we propose a budget of \$29,400 as summarized in Table 1 below, which will not be exceeded without additional authorization from the Client.

Table 1. Proposed Cost by Tasks

Task	Description	Task Total
1	Project Management and Coordination	\$3,500
2	Data Collection and Data Gaps Assessment	\$4,500
3	Compliance Roadmap for Objectives	\$6,400
4	Compliance Roadmap for CII Performance Measures	\$5,400
5	Develop a Compliance Roadmap TM	\$9,600
Total Estimated Budget		\$29,400

TERMS AND CONDITIONS

Other than the scope of work, budget, and schedule herein, the work will be performed per the terms and conditions established in our current agreement with the City of Lathrop dated 11 April 2022.

We are pleased to have the opportunity to work with the City of Lathrop. Please call us at (650) 292-9100 if you have any questions or wish to discuss this proposal in greater detail.

Greg Gibson
City of Lathrop
30 January 2025
Page 7 of 7



Very truly yours,

EKI ENVIRONMENT & WATER, INC.

Tina Wang, P.E.
Associate Engineer

Andree Lee
Vice President / Principal-In-Charge

AUTHORIZATION
Greg Gibson (CLIENT)

Signed _____

Printed Name _____

Title _____

Date _____

Attachments

Schedule of Charges, dated 1 January 2025

Client/Address: City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330



Proposal/Agreement Date: 30 January 2025

EKI Proposal/Project # C40343.00

SCHEDULE OF CHARGES FOR EKI ENVIRONMENT & WATER, INC.

1 January 2025

<u>Personnel Classification</u>	<u>Hourly Rate</u>
Officer and Chief Engineer-Scientist	355
Principal Engineer-Scientist	343
Supervising I, Engineer-Scientist	333
Supervising II, Engineer-Scientist	319
Senior I, Engineer-Scientist	306
Senior II, Engineer-Scientist	295
Associate I, Engineer-Scientist	283
Associate II, Engineer-Scientist	267
Engineer-Scientist, Grade 1	248
Engineer-Scientist, Grade 2	234
Engineer-Scientist, Grade 3	215
Engineer-Scientist, Grade 4	193
Engineer-Scientist, Grade 5	170
Engineer-Scientist, Grade 6	148
Project Assistant	139
Technician	133
Senior GIS / Database Analyst	175
CADD Operator / GIS Analyst	152
Senior Administrative Assistant	167
Administrative Assistant	132
Secretary	111

Direct Expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work will be at cost plus fifteen percent (15%) for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, drillers, laboratories, and contractors.
- c. Rented vehicles, local public transportation and taxis, travel, and subsistence.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.

A Communication charge for e-mail access, web conferencing, cellphone calls, messaging and data access, file sharing, local and long distance telephone calls and conferences, facsimile transmittals, standard delivery U.S. postage, and incidental in-house copying will be charged at a rate of 4% of labor charges. Large volume copying of project documents, e.g., bound reports for distribution or project-specific reference files, will be charged as a project expense as described above.

Reimbursement for company-owned automobiles, except trucks and four-wheel drive vehicles, used in connection with the work will be at the rate of sixty cents (\$0.60) per mile. The rate for company-owned trucks and four-wheel drive vehicles will be seventy-five cents (\$0.75) per mile. There will be an additional charge of thirty dollars (\$30.00) per day for vehicles used for field work. Reimbursement for use of personal vehicles will be at the federally allowed rate plus fifteen percent (15%).

CADD and other specialized software computer time will be charged at twenty dollars (\$20.00) per hour. In-house material and equipment charges will be in accordance with the current rate schedule or special quotation. Excise taxes, if any, will be added as a direct expense.

Rate for professional staff for legal proceedings or as expert witnesses will be at a rate of one and one-half times the Hourly Rates specified above.

The foregoing Schedule of Charges is incorporated into the Agreement for the Services of EKI Environment & Water, Inc. and may be updated annually.

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ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP ACT (HOME) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2025/2026

RECOMMENDATION: Council to Consider the Following:
1. Hold a Public Hearing; and
2. Adopt Resolution Recommending the Allocation of the CDBG and HOME Funds for FY 2025/2026 for consideration by San Joaquin County and the US Department of Housing and Urban Development (HUD) pursuant to Budget Amendments

SUMMARY:

Each year the City of Lathrop (City) receives an allocation of Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funds. Both programs are funded by the U.S. Department of Housing and Urban Development (HUD), and administered by San Joaquin County (COUNTY), under an Urban Cooperative Agreement between San Joaquin County and the cities of Escalon, Lathrop, Manteca, Ripon, and Tracy.

The County guidelines are in place to help meet the needs of the community and the requirements set forth by HUD. The important highlights of these guidelines are as follows:

- Multi-entitlement agencies must apply directly to San Joaquin County for both County and City funding.
- The minimum award for public service grant requests should be at least \$5,000.00, unless prior approval received from San Joaquin County.
- Cities will be recommending the local allocation of funds for final approval by the San Joaquin County Board of Supervisors and HUD.

For fiscal year 2025/2026, the City of Lathrop anticipates an allocation of \$98,536 in CDBG funds and \$26,843 in HOME funds. Final allocation numbers are determined upon Federal Budget approvals, which will be proportionally increased or decreased from the estimated funding levels to match the actual allocation amounts.

No more than fifteen percent (15%) of the allocated CDBG funds may be designated toward Public Service organizations with the remaining eighty-five percent (85%) designated toward Public/Capital Facility projects. HOME funds may be allocated to eligible program(s) administered by the County.

CITY MANAGER’S REPORT **Page | 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME
FUNDING ALLOCATIONS FOR FISCAL YEAR 2025/2026

City Council must conduct a public hearing to consider funding requests from eligible applicants, prior to finalizing recommendations of local CDBG and HOME funding allocations. Staff published a legal advertisement on December 26, 2024, to promote the availability of CDBG and HOME funds and to solicit eligible applicants. A second legal advertisement was published on February 25, 2025 to announce the public hearing date to consider CDBG and HOME funding allocations for FY 2025/2026.

Multi-entitlement agencies serve residents of multiple cities throughout the County; therefore, these agencies are required to submit one application to San Joaquin County for individual local agency funding requests.

There were six (6) multi-entitlement agency applications submitted for CDBG Public Service’s funding, two (2) applications received for Public Facilities grants, and zero (0) applications received for HOME funds. Four (4) applications were submitted directly to the City for consideration of a CDBG grant, however, two (2) withdrew their application and one (1) application was deemed ineligible due to lack of information provided.

The three-step process for allocating funds to identified local activities is referenced below:

- STEP 1. Allocate funding for the CDBG Public Service Organizations.
- STEP 2. Allocate funding for the CDBG Public/Capital Facility Projects.
- STEP 3. Allocate HOME funds to an eligible program administered by the County.

Staff recommends that the City Council consider the information provided at the public hearing, staff’s presentation, and Lathrop’s Scoring Committee’s proposed funding allocations for CDBG’s public service grants, public facility grants, and the HOME funds for fiscal year 2025/2026. City Council maintains sole discretion to accept staff’s recommendations or propose recommended funding allocations toward eligible applicant projects or services they deem in the best interest to meet community and resident needs.

BACKGROUND:

The City of Lathrop, in accordance with the Urban Cooperative Agreement with San Joaquin County, will make recommendations to allocate the anticipated amount of CDBG funds to Public Service organization(s), Public/Capital Facility project(s), and HOME funds as follows:

<u>CDBG</u>	
Public Service Awards (15%):	\$14,780
Public/Capital Facility Projects (85%):	<u>\$83,756</u>
Total anticipated CDBG Allocation:	<u>\$98,536</u>
 <u>HOME Funds</u>	
Total anticipated HOME Funds	<u>\$26,843</u>

STEP 1: Allocate funds to Public Service Organizations

Multi-Entitlement Agencies via County Application:

Multi-entitlement agency applicants include San Joaquin County-Human Services Agency-Aging & Community Services, Emergency Food Bank of Stockton/San Joaquin, San Joaquin Fair Housing Foundation, Inc., and Give Every Child a Chance (GECAC). Each of these organizations provide services within multiple cities throughout San Joaquin County and have applied directly to the County through the one application process to request funding from the County and Cities for which they provide services.

The following summary describes the services provided to Lathrop residents by each of the multi-entitlement agency applicants and the amount requested by each organization:

San Joaquin Fair Housing Foundation, Inc. \$1,305

HUD mandates that CDBG grantees develop viable communities by providing decent housing and suitable living environments for low-to-moderate income people. San Joaquin Fair Housing accomplishes this goal by educating tenants and owners on all the Federal and State Fair Housing laws to ensure understanding of their individual rights and responsibilities. As a HUD mandated program, each jurisdiction is responsible for providing their proportionate share of the anticipated expenditures by San Joaquin Fair Housing for the fiscal year. The program expects to benefit approximately 580 Lathrop residents.

Give Every Child a Chance – Before/After School Programs \$7,600

Give Every Child a Chance (GECAC) provides free to minimal cost programs to youth in San Joaquin County. Free mentor/tutoring to students in K-12th grade is provided through programs called TEACH, ASAP, and BHS. In addition, bi-monthly food, activity kit distributions, and a Summer Supplemental Program (Day Camp) are provided. The programs expect to benefit approximately 600 youth in Lathrop.

Emergency Food Bank – Mobile Farmer’s Market \$1,305

The Emergency Food Bank of Stockton/San Joaquin is requesting funding for its “Mobile Farmers Market” program, which visits 85 sites throughout the cities and county. Each site is visited monthly, with a goal of providing nutrition education and increased access to fresh produce, to promote healthy lifestyles and decrease the prevalence of disease/chronic health conditions and food insecurities to the most vulnerable populations. There are two Mobile Farmer’s Market sites serving Lathrop for one day each month—Lathrop Elementary School, and Walnut Capk. The program expects to serve 788 residents of Lathrop.

SJC, HSA, Aging & Community Services – Meals on Wheels **\$1,650**

The San Joaquin County Human Services Agency’s Department of Aging & Community Services is requesting funding for its Meals on Wheels Program, which delivers five nutritious meals once a week to homebound seniors who lack transportation and have little or no social support. The program’s objective is to promote better health through improved nutrition. The program expects to benefit five (5) senior residents of Lathrop.

SJC, HAS, Aging & Community Services – Rental Assistance **\$9,000**

Rental Assistance is a new program funding request from the San Joaquin County Human Services Agency’s Department of Aging & Community Services. The program goal is to assist older adults to live at home independently by preventing eviction. Rental Assistance will provide up to 3 months’ rent either in arrears or after a life-changing event to assist them in stabilizing their housing while they begin to receive assistance with other basic needs. The program expects to benefit two (2) residents of Lathrop.

The Lathrop Ranking and Scoring Committee reviewed the applications and recommends allotment to each qualified public service organization as follows:

PUBLIC SERVICE ORGANIZATIONS ALLOTMENT SUMMARY

Organization	Requested Amounts for FY 25/26	Recommended Allotment for FY 25/26
Give Every Child a Chance (GECAC)	\$7,600	\$7,600
San Joaquin Fair Housing	\$1,305	\$1,305
Emergency Food Bank (Mobile Farmers Market)	\$1,305	\$1,305
SJC Dept of Aging (Meals on Wheels)	\$1,650	\$1,650
SJC Dept of Aging (Rental Assistance)	\$9,000	\$2,920
TOTAL FUNDS	\$	\$14,780

STEP 2: Allocate Funds for Public/Capital Facility Project(s)

The City of Lathrop anticipates \$83,756 of CDBG funds to be available for eligible public/capital facility projects.

The City’s Public Works Department submitted an application for additional funding consideration. Details of the project are below:

**MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME
FUNDING ALLOCATIONS FOR FISCAL YEAR 2025/2026****City of Lathrop – (PW - Park Architectural Barrier Removal) \$335,000**

The City of Lathrop's Public Works Department is requesting additional CDBG grant funding to assist with the removal of architectural barriers at East Lathrop Public Parks to meet ADA compliance and allow access to everyone. Per the engineer's estimate created by City staff, the CDBG funds awarded last year are insufficient to address the listed architectural barriers across the six parks. The project sites include Apolinar Sangalang Park, Woodfield Park, Valverde Park, Thomson Park, Armstrong Park, and Libby Park. The additional funding will provide the ability to develop a scope of work that will address most of the necessary improvements and ensure accessibility for all community members.

STEP 3: Allocate Home Funds

The estimated HOME fund allocation for FY 2025-26 is \$26,843. The City of Lathrop participates in two eligible HOME loan programs—the Homebuyer Down-Payment Assistance (GAP) and the Lathrop Housing Rehabilitation Program. Both programs provide low-interest loans for qualified low-income households. The City advertises these programs through the City website, Channel 97, Newsletters, and through flyers distributed at City Hall, Community Center, Senior Center and the library.

San Joaquin County administers the HOME fund applications, contracts, and program disbursements. As of February 13, 2025, San Joaquin County confirmed the current balance in the Lathrop Housing Rehabilitation program as \$156,613 and the GAP program balance as \$27,885.

The County reported that the Lathrop Housing Rehabilitation program assisted the following number of households: One (1) completed rehabilitation loan, one (1) rehabilitation loan in progress, one (1) prequalified pending inspections, three (3) pending roof/HVAC grants, and eleven (11) residents on the waiting list for a full rehabilitation loans.

The Homebuyer Down Payment Assistance Program (GAP) has not been utilized for the past ten (11) years. Due to the rising cost of housing and interest rates, residents who qualify under HUDs low-income guidelines find it difficult to qualify for home purchases. The County reported that they received zero (0) applications for this program.

In past years the Council expressed desire to put funding toward the GAP program in case market conditions should change. The program may provide 20% of the sales price up to \$40,000 (whichever is the lesser), to low income, first-time homebuyers for the purchase of homes in the City of Lathrop. For this reason, staff recommends that \$12,115 of the HOME Funds be allocated toward the GAP program to bring the balance up to \$40,000, with the remaining balance of \$14,728 allocated toward the Lathrop Housing Rehabilitation Loan Program.

CITY MANAGER’S REPORT **Page | 6**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME
FUNDING ALLOCATIONS FOR FISCAL YEAR 2025/2026

RECOMMENDATION:

Staff recommends that the City Council consider the information given at the public hearing and during the staff presentation to make a funding recommendation to allocate the 2025/2026 fiscal year CDBG and HOME program funds pursuant to budget amendments as follows:

- Step 1: Allocate CDBG funds to Public Service Organizations (\$14,780) as indicated on the Lathrop Scoring and Ranking Committee Recommendations (Attachment B).
- Step 2: Allocate CDBG Public/Capital Facility funds (\$83,756) to the City of Lathrop’s East Lathrop Public Park Architectural Barrier Removal Project.
- Step 3: Allocate HOME funds (\$26,843) to the GAP program and Housing Rehabilitation Programs administered by the County as indicated on the Lathrop Scoring & Ranking Committee Recommendations (Attachment B).

FISCAL IMPACT:

Staff time to review the applications, prepare this report, presentation, audit, and manage this program.

The County’s disbursement process requires the City to set up a separate account(s) to accommodate the CDBG reimbursement program. Because the proposed applicant has been awarded CDBG grants in the past, all necessary accounts are in place and funded according to this requirement. The only exception will be an increase in the revenue account to accommodate the Public Facilities award for East Lathrop Public Park Architectural Barrier Removal Project through a budget adjustment for CIP GG 25-02.

Staff is requesting the following budget amendments to accommodate the CDBG FY 2025/2026 allocations for Public Service and Public Facility Grants:

<u>Increase Revenues</u>		
2650-1130-333-01-00	Intergov. Federal - CDBG CC	\$83,756
<u>Increase Transfer Out</u>		
2650-9900-990-90-10	CDBG Fund Transfer Out – Public Agency	\$83,756
<u>Increase Transfers In</u>		
3010-9900-393-00-00	Increase Transfer CIP GG 25-02	\$83,756
<u>Increase Expenses</u>		
3010-8000-420-12-00	Increase Expense CIP GG 25-02	\$83,756

MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME FUNDING ALLOCATIONS FOR FISCAL YEAR 2025/2026

GOALS ADVANCED BY THIS AGENDA:

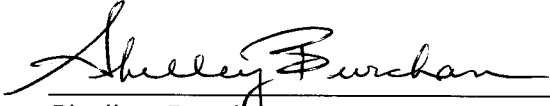
The proposed Resolution promotes Public Safety by providing funding for those in need of assistance and support.

ATTACHMENTS:

- A) Resolution Recommending the Allocation of the Community Development Block Grant and Home Investment Program Funds for FY 2025/2026.
- B) FY 2025/2026 - CDBG/HOME Grant Applications, Scoring and Ranking Committee Recommendations

CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CDBG AND HOME
FUNDING ALLOCATIONS FOR FISCAL YEAR 2025/2026

APPROVALS:



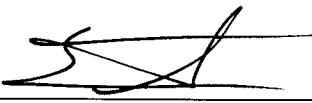
Shelley Burcham
Economic Development Administrator

2-27-2025
Date




Thomas Hedegard
Deputy City Manager

2/22/2025
Date



Salvador Navarrete
City Attorney

2-24-2025
Date



Stephen J. Salvatore
City Manager

3-3-25
Date

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RECOMMENDING THE ALLOCATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PROGRAM FUNDS FOR FISCAL YEAR 2025/2026 PURSUANT TO BUDGET AMENDMENTS

WHEREAS, the City anticipates it will receive an estimated allocation of \$98,536 for Community Development Block Grant (CDBG) and \$26,843 for the HOME Investment Program (HOME) for Fiscal Year (FY) 2025-2026; and

WHEREAS, the City of Lathrop has properly published a 30-day public notice of availability of funds for the programs in accordance with HUD regulations; and

WHEREAS, the City Council has determined in accordance with the California Environmental Quality Act, Article 18, Section 15273, that this item is statutorily exempt because CEQA does not apply to the establishment or modification of HUD funding programs to public agencies which are to meet community needs; and

WHEREAS, the City Council conducted a duly noticed public hearing on February 25, 2025, to consider applications for CDBG and HOME Funds for FY 2025-2026, has considered the information given at the public hearing and during the staff presentation, and determines that the recommended allocations represent the community needs in Lathrop; and

WHEREAS, the recipients of CDBG funding are required to enter into an agreement with the City to ensure that funds are spent in accordance with HUD regulations.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby recommend the following public service agencies and allocated amounts for funding in the Fiscal Year 2025/2026 for the CDBG program:

<u>Public Service Organizations</u>	<u>Allocations</u>
Give Every Child a Chance (GECAC)	\$ 7,600
San Joaquin Fair Housing	\$ 1,305
Stockton/San Joaquin Emergency Food Bank (Mobile Farmers Market)	\$ 1,305
SJC Dept. of Aging (Meals on Wheel)	\$ 1,650
SJC Dept. of Aging (Rental Assistance)	\$ 2,920
Total Allocation (15% of \$98,536)	<u>\$ 14,780</u>

BE IT FURTHER RESOLVED that the City does hereby recommend allocating \$83,756 of the Public/Capital Facility funds to the City of Lathrop’s Public Works for the East Lathrop Public Parks Removal of Architectural Barriers project CIP GG 25-02; and

BE IT FURTHER RESOLVED that the City does hereby recommend allocating \$14,728 of the HOME Program funds to the Lathrop Property Rehabilitation Loan Program and \$12,115 to the GAP Loan Program for down payment assistance.

BE IT FURTHER RESOLVED that the City Council authorizes CDBG and HOME fund allocations pursuant to the following budget amendments for FY 2025/2026.

Increase Revenues

2650-1130-333-01-00	Intergov. Federal - CDBG CC	\$83,756
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Increase Transfer Out

2650-9900-990-90-10	CDBG Fund Transfer Out – Public Agency	\$83,756
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Increase Transfers In

3010-9900-393-00-00	Increase Transfer CIP GG 25-02	\$83,756
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Increase Expenses

3010-8000-420-12-00	Increase Expense CIP GG 25-02	\$83,756
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PASSED AND ADOPTED this 10th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

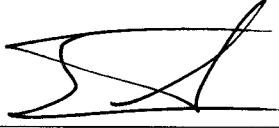
ABSTAIN:

Paul Akinjo, MAYOR

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



**FY 2025/2026 - CDBG/HOME GRANT APPLICATIONS
SCORING AND RANKING COMMITTEE RECOMMENDATIONS**

A. PUBLIC FACILITY APPLICATIONS			FUNDING
			AVAILABLE FUNDING
			\$83,756
APPLICANT	PROGRAM	REQUEST	RECOMMENDATION
1. City of Lathrop (PW)	Removal of Architectural Barriers at East Lathrop Parks	\$335,000	\$83,756
B. PUBLIC SERVICE APPLICATIONS			FUNDING
			AVAILABLE FUNDING
			\$14,170
APPLICANT	PROGRAM	REQUEST	RECOMMENDATION
<i>Multi-City Agencies</i>			
1. GECAC	After School Program	\$7,600	\$7,600
2. San Joaquin Fair Housing ¹	HUD Mandated Services	\$1,305	\$1,305
3. Emergency Food Bank of Stockton/San Joaquin	Mobile Farmers Market	\$1,305	\$1,305
4. SJC Dept. of Aging	Meals on Wheels	\$1,650	\$1,650
5. SJC Dept. of Aging	Rental Assistance	\$9,000	\$2,920
TOTAL FUNDING REQUEST		\$20,860	\$14,780
C. HOME FUNDS			
			AVAILABLE FUNDING
			\$26,843
		BALANCE	RECOMMENDATION
GAP PROGRAM – DOWNPAYMENT ASSISTANCE		\$27,885	\$12,115
HOUSING REHABILITATION LOAN PROGRAM		\$156,613	\$14,728

NOTES:

- A) Public Facility Grant funding is the total CDBG allocation less 15% for Public Services. CDBG Allocation for FY 2025/2026 has been based on FY 2024/2025 final allocation numbers of \$98,536.
- B) Awards for Public Service Applications submitted directly to the City must be a minimum of \$5,000, unless prior approval is received by San Joaquin County. Multi-County agencies who have applied through the County may be awarded less than the \$5,000 minimum and recommendations are up to the discretion of the City Council.
- C) HOME funds have been awarded toward the Housing Rehabilitation Program since 2018. There is a total of \$156,613 remaining in Lathrop’s program. Awards are issued on a first-come, first-serve basis for all applications received throughout San Joaquin County.

GAP Program – Downpayment Assistance is rarely used in the County due to the high price of homes and households not able to meet the income qualification to purchase a home.

¹ HUD mandated program, which requires each jurisdiction to provide their proportionate share of the anticipated expenditures by San Joaquin Fair Housing for the fiscal year.

ITEM 5.2

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE AMENDMENT TO REMOVE LOT SIZE RESTRICTIONS ON THE KEEPING OF FOWL WITHIN CITY LIMITS

RECOMMENDATION: City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance to Amend the Lathrop Municipal Code (LMC) Section 6.16.010 to Remove Lot Size Restrictions on the Keeping of Fowl Within City Limits.

SUMMARY:

The proposed Municipal Code amendment was drafted at Council direction to remove existing lot size restrictions on the keeping of fowl as prescribed in Lathrop Municipal Code, Section 6.16.010, entitled "Keeping livestock, fowl, rabbits and bees within the city limits". The intent of the amendment is to support residents' access to healthy, sustainable food sources while maintaining clean and sanitary conditions in residential areas.

BACKGROUND:

During the January 13, 2025 Regular Meeting, Council discussed the Lathrop Municipal Code sections regarding keeping fowl within the city limits (LMC 6.16.010 through 6.16.040, 6.16.070, and 6.16.080). Staff presented information on the existing Code, current enforcement procedures, and the potential impact of a change to the Code. During that discussion, Council directed staff to draft an amendment to remove lot size restrictions on the keeping of fowl within city limits.

ANALYSIS:

The current Lathrop Municipal Code, LMC section 6.16.010.B.2, imposes lot size restrictions on the possession of chickens and other fowl in areas zoned residential as shown below:

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

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT TO REMOVE LOT SIZE RESTRICTIONS ON
THE KEEPING OF FOWL WITHIN CITY LIMITS

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.
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.

Regulations identified in Chapter 6.16 have been designed to preserve neighborhood aesthetics, ensure animal welfare, and prevent the accumulation of waste that could impact public health. In addition to the lot size restrictions, the Code also establishes limits on the number of animals to be kept, specifies setback distances for enclosures, and prohibits unsanitary conditions.

The proposed amendment would modify the existing language as follows:

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.
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.

The proposed amendment as shown above omits "fowl" from the lot size requirement allowing homeowners with lots smaller than 1/3 acre to have chickens or other fowl as long as the enclosures meet safety and sanitation requirements.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on February 21, 2025, posted on the City website, e-mailed to public hearing subscribers, and the meeting agenda was posted at various designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments

CITY MANAGER'S REPORT **PAGE 3**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT TO REMOVE LOT SIZE RESTRICTIONS ON
THE KEEPING OF FOWL WITHIN CITY LIMITS

RECOMMENDATION:

Staff recommends that Council consider all information provided and submitted, take and consider public testimony, and, if determined to be appropriate, take the following actions:

1. Introduce an Ordinance to Adopt an Amendment to the Lathrop Municipal Code (LMC) Section 6.16.010 to Remove Lot Size Restrictions on the Keeping of Fowl Within City Limits.

FISCAL IMPACT:

No fiscal impact to the City of Lathrop.

ATTACHMENTS:

1. An Ordinance of the City Council of the City of Lathrop to Adopt an Amendment to the Lathrop Municipal Code (LMC) Section 6.16.010 to Remove Lot Size Restrictions on the Keeping of Fowl Within City Limits
2. Municipal Code Chapter 6.16 with Mark-Up

CITY MANAGER'S REPORT **PAGE 4**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT TO REMOVE LOT SIZE RESTRICTIONS ON
THE KEEPING OF FOWL WITHIN CITY LIMITS

APPROVALS:



Stephen Sealy
Chief of Police

2/26/2025

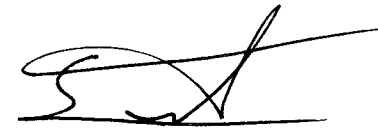
Date



Rick Cagmat
Director of Community Development

2/26/25

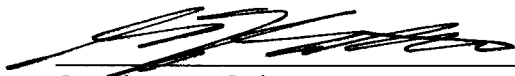
Date



Salvador Navarrete
City Attorney

2-26-2025

Date



Stephen J. Salvatore
City Manager

2-28-25

Date

ORDINANCE NO. 25-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO
ADOPT AN AMENDMENT TO THE LATHROP MUNICIPAL CODE (LMC)
SECTION 6.16.010 TO REMOVE LOT SIZE RESTRICTIONS ON THE KEEPING
OF FOWL WITHIN CITY LIMITS**

WHEREAS, during the January 13, 2025 Regular Meeting, Council discussed the Lathrop Municipal Code sections regarding keeping fowl within the city limits (LMC 6.16.010 through 6.16.040, 6.16.070, and 6.16.080). At that time, staff presented information on the existing Code, current enforcement procedures, and the potential impact of a change to the Code; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on March 10, 2025 to review and consider this Ordinance; and

WHEREAS, this 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, by approving this Ordinance, the City Council finds that the proposed code amendment would simplify the Municipal Code in regard to keeping fowl and would support residents access to healthy, sustainable food sources while maintaining clean and sanitary conditions in residential areas by allowing homeowners with lots smaller than 1/3 acre to have chickens or other fowl as long as the enclosures meet safety and sanitation requirements; 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, THE CITY COUNCIL OF THE CITY OF LATHROP DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Chapter 6.16, titled "Livestock, Fowl, Rabbits, and Bees", of Title 6 "Animals", of the Lathrop Municipal Code, Section 6.16.010, is hereby amended as follows:

Chapter 6.16 Livestock, Fowl, Rabbits and Bees

6.16.010 Keeping livestock, fowl, rabbits, and bees within the city limits.

(B)(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.

Section 2. Duty of Care. 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 provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

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 to be published in full accordance with Section 36933 of the California Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 10th day of March 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 6.16 Livestock, Fowl, Rabbits and Bees

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.
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.

ITEM 5.3

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

RECOMMENDATION: City Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code**

SUMMARY:

Staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.24.030 titled "Designated No Parking Areas" to accommodate new development and roadway changes by recent projects and to increase traffic safety near schools.

Staff is requesting that City Council hold a public hearing, consider any and all public testimony and information provided in this report and attachments, and if determined to be appropriate, adopt an Ordinance (Attachment A) amending LMC Section 10.24.030 to add and modify the street sections list as "No Parking Areas" as detailed in Exhibit A to Attachment A.

BACKGROUND:

Pursuant California Vehicle Code (CVC) Section 22507, the City is required to establish no parking areas within City limits by Ordinance. Section 10.24.030 of the LMC allows the Lathrop Police Department to enforce the no parking areas.

Staff has identified necessary modifications and additions to LMC Section 10.24.030 to accommodate new development and roadway changes by recent projects and increase traffic safety near schools. Staff is requesting that City Council consider the approval of the proposed Ordinance amending LMC Section 10.24.030 to add and modify street sections as described in Exhibit A to Attachment A.

A Notice of Public Hearing was advertised in the Manteca Bulletin newspaper on February 26th, 2025 and March 5th, 2025.

CITY MANAGER'S REPORT **PAGE 2**
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO
PARKING AREAS OF THE LATHROP MUNICIPAL CODE

REASON FOR RECOMMENDATION:

The proposed Ordinance would add and modify the no parking areas. This action is consistent with the intended and planned use of the roadways, shoulders, and street frontages. Staff recommends that Council approve the modifications and additions to the existing parking restrictions in the Lathrop Municipal Code as described in Exhibit A to Attachment A.

FISCAL IMPACT:


There is sufficient funding in Street Fund 2080 to cover the various costs associated with the additions and modifications to the no parking areas, including installation of signs and painting curbs red.

ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
 - o Exhibit A. – No Parking Areas – Chapter 10.24 Mark-up


CITY MANAGER'S REPORT
MARCH 10, 2025 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO
PARKING AREAS OF THE LATHROP MUNICIPAL CODE

APPROVALS:



Angel Abarca
Assistant Engineer

02 - 26 - 2025
Date



Brad Taylor
City Engineer

2/28/2025
Date



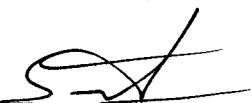
Cari James
Finance Director

2/27/2025
Date



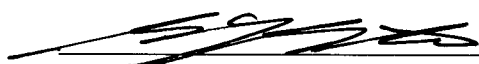
Michael King
Assistant City Manager

2.26.2025
Date



Salvador Navarrete
City Attorney

2.26.2025
Date



Stephen J. Salvatore
City Manager

3.3.25
Date

ORDINANCE NO. 25-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

WHEREAS, pursuant to California Vehicle Code (CVC) Section 22507, the City is required to establish No Parking Areas within the City limits by ordinance; and

WHEREAS, staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.24.030 titled "Designated No Parking Areas" to accommodate new development and roadway changes from recent projects and to increase the safety of schools; and

WHEREAS, staff requests that the City Council consider amending LMC Section 10.24.030, as shown in Exhibit A incorporated by reference herein.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Lathrop does hereby approve amending Section 10.24.030 entitled "Designated No Parking Areas" of the Lathrop Municipal Code as shown in Exhibit A, incorporated by reference herein.

Section 1. The Lathrop Municipal Code is hereby amended as shown in Exhibit A, attached hereto and 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 make 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 regular meeting of the City Council of the City of Lathrop on the 10th day of March 2025, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the _____ day of _____ 20____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

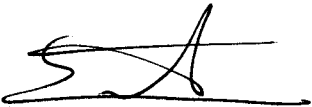
ABSTAIN:

Paul Akinjo, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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Chapter 10.24 PARKING

[...]

10.24.030 Designated No Parking Areas

Upon amendment by ordinance prohibiting parking on certain streets and/or highways within the corporate limits of the City, as depicted below, the Director of Public Works is directed to place appropriate signs and/or markings sufficient to give adequate notice of such no parking areas. Until appropriate signs and/or markings sufficient to give adequate notice of such no parking areas, as depicted below, is provided by the Director of Public Works, no enforcement of the provisions of this section shall occur.

Pursuant to the provisions of the California Vehicle Code, the following no parking zones (unless noted as time-limited parking) are created or affirmed if previously created in the corporate limits of the City of Lathrop:

Street	Side	Location
Academy Drive	North	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, an approximate distance of 2,000 feet.
Barbara Terry Boulevard	Both	Beginning at the centerline of Spartan Way, thence running easterly to the centerline of Sunol Street, an approximate distance of 5,860 feet.
Bewick Drive	Both	Beginning at the centerline of Warbler Place, thence running southerly to the centerline of Isidore Way, an approximate distance of 170 feet.
Bluebird Street	Both	Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Osprey Drive, an approximate distance of 180 feet.
Bosch Avenue	Both	Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of Mulholland Drive, an approximate distance of 1,850 feet.
<u>Briarstone Lane</u>	<u>Both</u>	<u>Entire length.</u>
Brookhurst Boulevard	Both	Beginning at the centerline of Manthey Road, thence running westerly to the centerline of McKee Boulevard, an approximate distance of 1,350 feet.
Business Park Court	Both	Entire length.
<u>Callerton Avenue</u>	<u>Both</u>	<u>Entire length.</u>
Cedar Ridge Court	Southwest	Beginning from the south end of the driveway to 14917 Cedar Ridge Court, thence running easterly an approximate distance of 30 feet.
Central Pacific Street	Both	Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Albany Street, an approximate distance of 200 feet.
Christopher Way	Both	Beginning at the centerline of D'Arcy Parkway, thence running southwesterly an approximate distance of 3,000 feet.
Commercial Street	Both	Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive, an approximate distance of 1,300 feet.
Crescent Moon Drive	North	Beginning at the centerline of McKee Boulevard, thence running easterly, an approximate distance of 50 feet.
D'Arcy Parkway	Both <u>North</u>	Entire length.
<u>D'Arcy Parkway</u>	<u>South</u>	<u>Beginning at the centerline of Harlan Road, thence running easterly, an approximate distance of 450 feet. Allow 30 minute parking.</u>
<u>D'Arcy Parkway</u>	<u>South</u>	<u>Beginning at 450 feet east of the centerline of Harlan Road Boulevard, thence running easterly, an approximate distance of 6,300 feet.</u>
Dell'Osso Drive	Both	Entire length.
Dos Reis Road	Both	Entire length.
Fifth Street	East	Beginning at the centerline of Thomsen Road, thence running southerly an approximate distance of 165 feet.
Fifth Street	West	Beginning at the centerline of Mingo Way, thence running southerly to the centerline of Louise Avenue, an approximate distance of 500 feet.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Fifth Street	West	Beginning at the centerline of N Street, thence running southerly to the centerline of O Street, an approximate distance of 400 feet. Prohibit parking between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers between the hours of 8:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	West	Beginning at the centerline of Brookhurst Boulevard, thence running north an approximate distance of 750 feet. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	East	Beginning at the centerline of Brookhurst Boulevard, thence running north an approximate distance of 250 feet. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Valley Parkway	Both	Entire length within city limits.
Glacier Street	Both	Entire length.
Harlan Road	Both	Beginning at the northerly city limits, thence running south to <u>cul-de-sac centerline of D'Arcy Parkway.</u>
Harlan Road	West	Beginning at the centerline of D'Arcy Parkway, thence running south to cul-de-sac.
Harlan Road	East	Beginning at the centerline of D'Arcy Parkway, thence running south, an approximate distance of 200 feet. Allow 30 minute parking.
Harlan Road	East	Beginning at 200 feet from the centerline of D'Arcy Parkway, thence running south to cul-de-sac.
Haverhill Lane	Both	Entire length.
Howland Road	Both	Entire length.
Imperial Drive	West	Beginning at the centerline of Holborn Drive, thence running southerly to Marina Drive roundabout, an approximate distance of 65 feet.
Isidore Way	Both	Beginning at the centerline of Stanford Crossing, thence running westerly to the centerline of Loon Street, an approximate distance of 930 feet.
Jefferson Way	Both	Entire length.
Johnson Ferry Road	Both	Beginning at the centerline of Golden Spike Trail, thence running easterly to centerline of Colonial Trail, an approximate distance of 1,815 feet.
Lakeside Drive	Both	Entire length.
Lathrop Road	Both	Beginning at the centerline of Golden Valley Parkway, thence running easterly to the eastern city limits an approximate distance of 9,500 feet.
Locomotive Street	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to the centerline of Saybrook Street, an approximate distance of 200 feet.
Louise Avenue	Both	Entire length.
Madruga Road	Both	Beginning at the centerline of Yosemite Avenue, thence running westerly to the centerline of Glacier Street, an approximate distance of 770 feet.
Manthey Road	Both	Beginning at south city limits, thence running northerly to city limits an approximate distance of 28,400 feet.
Marina Drive	Both	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, an approximate distance of 2,400 feet.
Marina Drive	South	Beginning at the centerline of Leto Way, thence running westerly to the centerline of Silver Springs Way, an approximate distance of 1,050 feet.
McKee Boulevard	Both	Beginning at the centerline of Crescent Moon Drive, thence running northerly and southerly an approximate distance of 85 feet.
McKinley Avenue	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the rail road crossing, an approximate distance of 1300 feet. <u>Entire length within City limits.</u>
McKinley Avenue	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Yosemite Avenue, an approximate distance of 5,300 feet.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
McKinley Avenue	West	Beginning at the centerline of Yosemite Avenue, thence running southerly to city limits, an approximate distance of 2,400 feet.
Mossdale Road	Both	Entire length within city limits.
Murphy Parkway	Both	Beginning at the centerline of D'Arcy Parkway, thence running northerly to the end.
Murphy Parkway	Both	Beginning at the centerline of Tesla Drive, thence running northerly to the centerline of D'Arcy Parkway, an approximate distance of 1,500 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Tesla Drive	Both	Beginning at the centerline of Harlan Road, thence running easterly to the centerline of Christopher Way Murphy Parkway, an approximate distance of 3,600 1,530 feet.
Tesla Drive	Both	Beginning at the centerline of Murphy Parkway, thence running easterly to the centerline of Christopher Way, an approximate distance of 1,900 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
O Street	North	Beginning at an approximate distance of 125 feet east of the centerline of Halmar Lane, thence running easterly an approximate distance of 680 feet to Fifth Street. Prohibit parking from the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers from the hours of 8:00 a.m. and 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday. Prohibit parking anytime 50 feet east and west of the centerline of Matador Way.
Oberlin Avenue	Both	Beginning at the centerline of Marina Drive, thence running northerly to the centerline of Garden Farms Avenue, an approximate distance of 1,400 feet.
Old Harlan Road	Both	Entire length, north and south of Lathrop Road.
Old Harlan Road	Both	Entire length south of Louise Avenue.
Old Harlan Road	East	Beginning at the centerline of Louise Avenue, thence running north an approximate distance of 310 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Old Harlan Road	West	Beginning at an approximate distance of 100 feet south from the centerline of South Harlan Road, thence running south an approximate distance of 100 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Paradise Road	Both	Entire length within city limits.
Pleasant Road	Both	Beginning at the centerline of Isidore Way, thence running southerly to the centerline of Folktale Way, an approximate distance of 180 feet.
Quartz Way	East	Beginning at the southerly boundary of 13580 Quartz Way (lot 15), thence running southerly to the northern boundary of 13590 Quartz Way (lot 14), an approximate distance of 20 feet for Emergency Vehicle Access.
Riptide Way	Both	Entire length.
River Islands Parkway	Both	Entire length within city limits.
Roll Tide Way	Both	Entire length.
Roth Road	Both	Entire length within city limits.
Sadler Oak Drive	Both	Entire length.
Sandhill Crane Road	Both	Entire length.
Seventh Street	Both	Beginning at the centerline of Fifth Street, thence running easterly along Seventh Street for an approximate distance of 600 feet.
Sierra Mar Road	Both	Beginning at the centerline of Barbara Terry Boulevard, thence running westerly to the centerline of Testarossa Street, an approximate distance of 175 feet.
Somerston Parkway	Both	Entire length.
Somerville Street	Both	Entire length
Spartan Way	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to an approximate distance of 850 feet north of the centerline of Hidden Cove Place.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Stanford Crossing Drive	Both	Entire length.
Stewart Road	Both	Beginning at a point 550 feet north of the centerline of the Union Pacific Railroad tracks (formerly southern Pacific Railroad tracks), thence running southerly along Stewart Road an approximate distance of 1,450 feet to the centerline of Manthey Road.
Stonebridge Lane	Both	Beginning at a point that is on the east right-of-way line of Harlan Road, thence running easterly to the centerline of Slate Street, an approximate distance of 2,400 feet.
Thomsen Road	Both	Beginning at the east right-of-way of Harlan Road, thence running easterly for an approximate distance of 200 feet.
Thomsen Road	South	Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 400 feet to the centerline of Lisa Lane. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.
Thomsen Road	North	Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 200 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.
Top of San Joaquin River levee in RD-17 and all levee access points	Both	Beginning at the northern city limit line, following the levee until the centerline of Manthey Road.
Towne Centre Drive	Both	Beginning at the centerline of Manthey Road, thence westerly to the centerline of Golden Valley Parkway. Allow parking for up to two hours between 6:00 a.m. to 10:00 p.m. Prohibit parking between the hours of 10:00 p.m. and 6:00 a.m.
Towne Centre Drive	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly an approximate distance of 400 feet.
Winton Avenue	Both	Entire length.
Woodfield Drive	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Long Barn Drive, an approximate distance of 450 feet.
Yosemite Avenue	North	Beginning at the centerline of McKinley Avenue, thence running easterly to city limits.
Yosemite Avenue	South	Beginning at the centerline of McKinley Avenue, thence running westerly an approximate distance of 3,000 feet.
Yosemite Avenue	Both	Beginning 800 feet east of the right-of-way of State Route 120, thence running westerly to the centerline of Jefferson Way, an approximate distance of 6,800 feet.

The public works director is hereby directed to erect appropriate signage and/or markings to indicate the existence of these no parking zones. In erecting signage on roads with unimproved shoulders, the signs shall be placed at the edge of the right-of-way. Until and unless appropriate signage and/or markings are erected, no enforcement of these no parking zones shall occur. Payment for such signage shall come from account 208-5010. (Ord. 18-389 § 1; Ord. 17-382 § 1; Ord. 14-336 § 1; Ord. 13-325 § 1; Ord. 12-317 § 1; Ord. 11-309 § 1; Ord. 11-306 § 1; Ord. 11-304 § 1; Ord. 10-302 § 1; Ord. 10-301 § 1; Ord. 09-296 § 1; Ord. 09-288 § 1; Ord. 08-282 § 1; Ord. 99-166; Ord. 93-104)

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ITEM 5.4

CITY MANAGER'S REPORT MARCH 10, 2025 CITY COUNCIL REGULAR MEETING

ITEM: **BIENNIAL BUDGET FISCAL YEAR (FY) 2024 – 2025
MID-YEAR REPORT (YEAR 2)**

RECOMMENDATION: **Adopt a Resolution Approving the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Requests**

SUMMARY:

As part of the Biennial Budget process, a mid-cycle review has been conducted on the second year's programmed allocations (Year 2 or FY 2025). The financial review as of December 31, 2024, provides a mid-year budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures measures the budget's adherence to the Adopted Budget through December 31, 2024. The primary focus of the report is on the General Fund, which accounts for a majority of the City's discretionary expenditures.

The General Fund balance at June 30, 2025, was projected to be \$8.1 million. With Council authorized budget amendments year to date and the proposed mid-year adjustments, the estimated fund balance on June 30, 2025, will be amended to \$8.7 million.

General Fund revenues are projected to finish the year at \$36.7 million. Current revenue trends in property tax are better than projected; therefore, staff is recommending increasing property tax revenue by \$1.5 million and property tax in lieu of VLF by \$0.3 million. Staff will continue to evaluate revenues at the end of Year 2 (FY 2025) to recommend additional adjustments to projections if needed.

At mid-year, a \$0.9 million appropriation adjustment is being proposed for the General Fund to align the City's expenses with its current operating needs. The increased expenditure's includes additional funding for equipment (hardware and software) in the amount of \$200 thousand, that will be offset from the Equipment Replace Reserve account in the Information System Department (ISD).

In addition, the City Council has authorized \$1.2 million from Measure C funds to Project GG 24-23 Lathrop Beautification Project. This project will install gateway arches at 5th Street near the Lathrop Road and Louise Avenue intersections. On January 28, 2025, the Measure C Oversight Committee found 50% of the expense in compliance with the use of Measure C, and asked Council to consider an alternate funding source for the remaining 50%. Currently, the General Fund Landscape Reserve has funding to cover the remaining 50%, or \$0.6 million. The transfer has been included in the mid-year period for Council consideration.

CITY MANAGER’S REPORT **Page 2**
MARCH 10, 2025, CITY COUNCIL REGULAR MEETING
BIENNIAL BUDGET FISCAL YEAR 2024 – 2025 MIDYEAR REPORT (YEAR 2)

Furthermore, due to increased growth in responsibilities and the constant search for workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions. The mid-year report includes staff reclassification in the Parks and Recreation, Public Works and City Clerk’s Departments to ensure that job descriptions align with job duties. As well as a new position request in the Public Works Department. These requests ensure the city has qualified and experienced staff in place. The table below is a summary of the proposed reclassifications and new position.

Proposed Reclassification	FY 24/25 Expense	FY 25/26 Expense
City Clerk		
Administrative Assist II to Administrative Tech II	3,081	12,300
Parks and Recreation		
Sr Recreation Leader to Recreation Coordinator I	2,401	9,600
Public Works		
Streets & Maint Operations Mgr to Parks, Streets & Facilities Maint Superintendent	5,185	20,700
Total Reclass	\$10,667	\$42,600

Proposed Add/Create	FY 24/25 Expense	FY 25/26 Expense	FTE
Public Works			
Create and Fund Geographical Information Systems (GIS)/Computer-Aided Design (CAD) Engineering Technician	47,268	141,800	1.00
Total Add/Create	\$47,268	\$141,800	1.00

Staff requests that the City Council take the following actions:

1. Adopt the proposed resolution approving the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Control Request (Attachment A)
2. Approve the Recommended Budget Amendments for Year 2 of Biennial Budget FY 2025 (Attachment B)
3. Approve Geographic Information System (GIS)/Computer-Aided Design (CAD) Engineering Technician Job Description (Attachment C)
4. Approve Parks, Streets & Facilities Maintenance Superintendent Job Description (Attachment D)
5. Approve Recreation Coordinator I/II Job Description (Attachment E)
6. Amend the City’s Grade Step Table (Attachment F)
7. Amend the City’s Position Control Roster (Attachment G)

BACKGROUND:

As part of the Biennial Budget process approved by Council in June 2023, a mid-cycle review has been conducted on the second year's programmed allocations (Year 2 or FY 2025). The mid-cycle financial review (as of December 31, 2024) provides a budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2024, measures the budget's adherence to the Adopted Budget. During the mid-year review, budget actions are recommended in this report to address unforeseen events at the time the budget document was produced and adopted.

The Mid-Year Budget Report for FY 2025 is presented in two categories:

- **General Fund Mid-Year Status:** provides an overview of the general fund revenue, expenditures, and fund balance performance compared to the fiscal plan.
- **Mid-Year Requests:** summarizes staff's recommendations to amend the fiscal plan to address program needs or perform technical adjustments.

General Fund Mid-Year Status

The General Fund supports most of the City's expenditures. After six months' experience in Year 2 of the Biennial Budget, Council is being presented with General Fund budget amendments of \$2.7 million in revenue and \$0.9 million in expenditures resulting in a General Fund Balance Reserves ending with a projected balance of \$8.7 million on June 30, 2025.

Revenues

Overall, staff is projecting General Fund revenues will finish the year at \$36.7 million. Current revenue trends in property taxes are better than anticipated; therefore, staff is recommending increasing property tax revenue by \$1.3 million and property tax in lieu of VLF by \$0.3. Staff will continue to evaluate these revenues at the end of Year 2 (FY 2025) to recommend additional adjustments to projections if needed.

Expenditures

General Fund expenditures are more than the amended budget level with an increase of \$0.9 million. The expense increase will be offset by transfers of \$0.8 million from the Equipment Replacement and Landscape Reserve accounts. In addition, departments have staffing and operational programming requests of \$0.1 million.

GF Reserves/Fund Balance

The City's General Fund Reserve provides some flexibility to address one-time priority programs, smooth out economic downturns, buffer the potential loss of state or federal revenues, and temporarily support City operations in the event of a catastrophic event (such as an earthquake, flood or fire). At year-end of FY 2024, staff reported a General Fund Reserves balance of \$8.1 million. With the Council approved amendments to FY 2025 Budget, staff is projecting a General Fund Reserves balance of \$8.7 million at the end of FY 2025.

Mid-Year Requests

As part of the Biennial Budget process approved by the Council in June 2023, a mid-cycle review is conducted on the first year's programmed allocations (Year 2 or FY 2025). The Mid-Year Budget Report includes budget amendments reflecting changes to revenues and expenses in the first six months of Year 2 (FY 2025). Adjustments to the fiscal plan are grouped by Staffing and Program/Project Requests.

Staffing

Due to increased responsibilities and the constant search for workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions:

Salary Adjustments/Reclassifications

1. City Clerk Department

- a. Reclass Administrative Assistant II (Grade 45) to Administrative Technician II (Grade 51) – Current duties of this position merit reclassification to an Administrative Technician. The current employee works in conjunction with the Finance Manager in the drafting, routing and auditing of citywide contracts, agreements and purchase orders, assists with departmental budgetary tasks, drafts staff reports, plays an integral part in the records management process of documents signed by the City Manager and City Council, and provides executive level support to various departments. Therefore, the current incumbent meets the job education and experience required of an Administrative Technician II.

2. Parks and Recreation Department

- a. Reclass Senior Recreation Leader (Grade 32) to Recreation Coordinator I (Grade 41) – As the City continues to experience growth, many new families have enrolled their children into the City's recreation programs. The Department has experienced repeat participants, and sustained growth in enrollment numbers as the City's population continues to rise. During the past few years, the current incumbent has been the onsite summer camp staff lead and has had a major role in the development of the Futures Leaders program. These duties align with the Recreation Coordinator job description.

3. Public Works Department

- a. Reclass Street and Maintenance Operations Manager (Grade 64) to Parks, Streets & Facilities Maintenance Superintendent (Grade 72) – Over the last few years, the city has experienced tremendous growth

which has resulted in additional infrastructure and public areas that need to be maintained. Along with the increase in infrastructure and public areas, the Maintenance Division has also added staffing and various heavy equipment that needs to be managed. The increase in responsibilities and workload requires the proposed higher-level position. The current incumbent meets the required job experience and management requirements of the proposed job description.

New Positions

1. Public Works Department

- a. Fund Geographic Information System (GIS)/Computer Aided Design (CAD) Engineering Technician - (Grade 60) – Over the past few years, the city has utilized consultant support for GIS services. GIS connects data to a map, integrating location data with descriptive information. This position will help provide a foundation for mapping and analysis that is critical to managing the City's assets.

General Fund Program/Project Requests

The following program/project requests require additional funding from the General Fund to address a specific need:

1. Information Technology: Increase Miscellaneous Equipment and Subscriptions in the amount of \$223,814 for the purchase of various software and hardware to replace equipment supporting the mobile virtual private network for the city's fleet vehicles, replace three ISD high-performance computers to run advanced security and development software, and renew essential software licenses that are critical to maintaining the city's virtual environment. This expense will be offset by a transfer from the Equipment Replacement Reserve account.
2. Capital Improvements: The City Council has authorized \$1,179,264 from Measure C funds to Project GG 24-23 Lathrop Beautification Project. This project will install gateway arches at 5th Street near the Lathrop Road and Louise Avenue intersections. On January 28, 2025, the Measure C Oversight Committee approved the funding of 50% of the current project from Measure C, and asked Council to consider an alternate funding source for the remaining 50%. Currently, the General Fund Landscape Reserve has funding to cover the remaining 50%. The transfer has been included in the mid-year for Council authorization.

CITY MANAGER'S REPORT **Page 6**
MARCH 10, 2025, CITY COUNCIL REGULAR MEETING
BIENNIAL BUDGET FISCAL YEAR 2024 – 2025 MIDYEAR REPORT (YEAR 2)

<i>(in millions)</i>	FY 2025 Amended	FY 2025 Mid-Year
Beginning Fund Balance	\$8.1	\$8.1
Revenue	\$45.3	\$48.0
Expenditures	\$46.5	\$47.4
Ending Fund Balance	\$6.9	\$8.7

Non-General Fund Adjustments

The budget augmentations that are being proposed by staff for funds outside of the General Fund have been summarized in the table below:

MID-YEAR 2024/25		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
DEVELOPMENT ENGINEERING - PW Land Development - RI Plan Check Fees	2020-50-04-341-02-08	76,073
DEVELOPMENT ENGINEERING - PW Land Development - CLSP Plan Check Fees	2020-50-04-341-02-11	75,000
DEVELOPMENT ENGINEERING - PW Land Development - Miscellaneous	2020-50-04-371-90-00	83,639
DEVELOPER PROJECTS FUND - CIP	2710-80-00-372-01-00	42,205
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	3,652
DEVELOPMENT ENGINEERING - PW Construction Management - Salaries	2020-50-03-410-11-00	(1,358)
DEVELOPMENT ENGINEERING - PW Land Development - Salaries	2020-50-04-410-11-00	22,276
DEVELOPMENT ENGINEERING - PW Land Development - Professional Services	2020-50-04-420-01-00	83,639

DEVELOPMENT ENGINEERING - PW Land Development - RI Professional Services	2020-50-04-420-01-02	76,073
DEVELOPMENT ENGINEERING - PW Land Development - RI Professional Services	2020-50-04-420-01-03	75,000
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(29,055)
RECYCLING - 3% AB 939 FUND - Parks & Recreation - Organic Waste Product Credits	2400-30-40-425-10-01	98,934
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Other Maint. & Repair	2500-50-21-420-75-00	18,000
WOODFIELD LANDSCAPE FUND - Public Works - Salaries	2530-50-62-410-11-00	913
WOODFIELD LANDSCAPE FUND - Public Works - Communication Equipment Repair	2530-50-62-420-72-00	8,666
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	1,370
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	3,196
MOSSDALE LLMD - Public Works - Streets Light Maintenance	2580-50-64-420-33-00	11,484
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	913
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	1,370
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	3,652
WATER FUND - Public Works - Contracts	5620-50-50-420-16-00	224,755
WATER FUND - Public Works - Miscellaneous Equipment	5620-50-50-430-37-00	20,000

CITY MANAGER'S REPORT **Page 8**
MARCH 10, 2025, CITY COUNCIL REGULAR MEETING
BIENNIAL BUDGET FISCAL YEAR 2024 – 2025 MIDYEAR REPORT (YEAR 2)

WATER FUND - Public Works - Machines & Equipment	5620-50-50-450-20-00	150,000
CTF SEWER FUND - Public Works - Professional Services	6080-50-34-420-01-00	260,000
WASTEWATER CIP - WW22-38 - LCTF Phase 3 Expansion	6090-80-00-420-86-00	260,600
RECYCLED WATER IMPROVEMENTS CIP - RW23-02 - RW Operations & Permitting	6091-80-00-420-01-00	42,205
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
STREETS CIP - WW22-38 - LCTF Phase 3 Expansion - Frm WW Connection Fee	6090-9900-393-00-00	260,600
RECYCLED WATER IMPROVEMENTS CIP - RW23-02 - RW Operations & Permitting	6091-9900-393-00-00	42,205
Transfer In Total:		\$302,805
TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]		
<u>Source</u>	<u>GL Account</u>	<u>Amount</u>
GENERAL FUND - GG24-23 - Historic Lathrop Beautification (Landscape Reserves)	1010-99-00-990-90-10	589,632
MEASURE-C FUND - GG24-23 - Historic Lathrop Beautification	1060-99-00-990-90-10	(589,632)
DEVELOPER PROJECT - Fund 2710	2710-99-00-990-90-10	42,205
WW CONNECTION FEE - Fund 6030	6030-99-00-990-90-10	260,600
Transfer Out Total:		\$302,805

REASON FOR RECOMMENDATION:

The mid-year budget review process provides the City Council with an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the next budget cycle. The Mid-Year Budget Report provides an opportunity to adjust City operations to align with current City needs by projecting from the prior six months of actual revenue and expenditures.

FISCAL IMPACT:

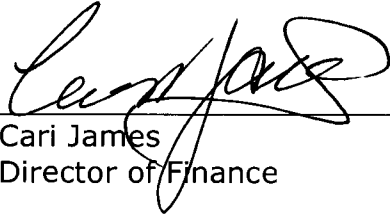
The Mid-Year Budget Report provides the City Council with a periodic update on the City's Biennial Budget. The fiscal impacts associated with the recommended staffing requests will be funded by offsetting increases in revenue sources as identified. Operating Program and Capital Improvement Project requests totaling \$302,805 across all funds are recommended to be funded from the sources identified Attachment B.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop Approving the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Control Request
- B. Recommended Budget Amendments for Year 2 of Biennial Budget FY 2025
- C. Job Description: Geographic Information Systems (GIS)/Computer Aided Design (CAD) Engineering Technician
- D. Job Description: Parks, Streets & Facilities Maintenance Superintendent
- E. Job Description: Recreation Coordinator I/II
- F. Grade Step Table
- G. Position Control Roster

CITY MANAGER'S REPORT
MARCH 10, 2025, CITY COUNCIL REGULAR MEETING
BIENNIAL BUDGET FISCAL YEAR 2024 - 2025 MIDYEAR REPORT (YEAR 2)

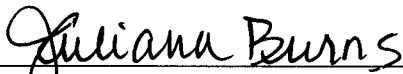
APPROVALS:



Cari James
Director of Finance

3/5/2025

Date



Juliana Burns
Director of Human Resources

3/5/2025

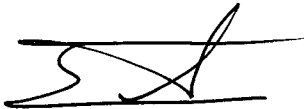
Date



Thomas Hedegard
Deputy City Manager

3/5/2025

Date



Salvador Navarrete
City Attorney

3-5-2025

Date



Stephen J. Salvatore
City Manager

3.5.25

Date

RESOLUTION NO. 25-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE MID-YEAR BUDGET REPORT FOR YEAR 2 OF THE BIENNIAL BUDGET FY 2024 AND FY 2025 AND RELATED BUDGET AND POSITION CONTROL REQUESTS

WHEREAS, the City Council of the City of Lathrop adopted the Biennial Budget for Fiscal Year 2023/24 and 2024/25 on June 14, 2023 by Resolution No. 23-5322; and

WHEREAS, as part of the Biennial Budget process, a mid-cycle review is conducted on the first year's programmed allocations (Year 2 or FY 2025). The financial review as of December 31, 2024, provides a mid-year budget update to the City Council for the current fiscal year; and

WHEREAS, at mid-year, a \$0.9 million appropriation adjustment is proposed for the General Fund to align the City's expenditures with its current operating needs; and

WHEREAS, in addition, current revenue trends in property taxes are better than projected; therefore, staff is recommending increasing property tax revenue by \$1.5 million and property tax in lieu of VLF by \$0.3 million; and

WHEREAS, the proposed Mid-Year Report recommends approving the amended Grade Step Table and amending the Position Control roster to reclass, and add the following positions:

Depart	From	To	Annual Cost	FTE
Reclass				
City Clerk				
	Admin Assist II Grade 45	Admin Technician II Grade 51	\$12,323	
Parks And Recreation				
	Sr Recreation Leader Grade 32	Recreation Coordinator I Grade 41	\$9,604	
Public Works				
	Streets & Maint Oper Mgr Grade 64	Pks, Streets & Fac Maint Superintendent Grade 72	\$20,737	
New Position				
Public Works				
	GIS/CAD Engineer Technician		\$141,804	1.0

WHEREAS, the proposed Mid-Year Report recommends approving the following new job descriptions:

1. Geographic Information Systems (GIS)/ Computer Aided Design (CAD) Engineering Technician (Attachment C) Grade 60
2. Parks, Streets & Facilities Maintenance Superintendent (Attachment D) Grade 72
3. Recreation Coordinator I/II (Attachment E); and

WHEREAS, the proposed Mid-Year Report recommends approving the amended Grade Step Table and amending the Position Control roster; and

WHEREAS, the proposed Mid-Year Report recommends amending all other City funds based on changes in revenue and expenditure projections as shown in Attachment B of the staff report and adjustments recommended therein.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approves the Mid-Year Budget Report for Year 2 of the Biennial Budget FY 2024 and FY 2025 and related budget and position control requests; and

BE IT FURTHER RESOLVED, that these new or revised salary adjustments shall be effective the first full pay period after council adoption.

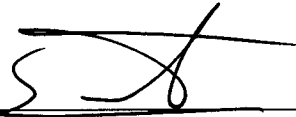
The foregoing resolution was passed and adopted this 10th day of March, 2025, by the following vote of the City Council, to wit:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Paul Akinjo, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

MID-YEAR 2024/25		
REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - Property Tax	1010-15-10-311-01-00	\$ 1,500,000
GENERAL FUND - Vehicle License Fee in Lieu	1010-15-10-313-01-00	300,000
GENERAL FUND - Leisure Programs	1010-30-30-341-01-04	40,000
GENERAL FUND - Equipment Reserves	1010-243-00-00	223,814
GENERAL FUND - Landscape Reserve - GG24-23 - Historic Lathrop Beautification	1010-251-07-00	589,632
DEVELOPMENT ENGINEERING - PW Land Development - RI Plan Check Fees	2020-50-04-341-02-08	76,073
DEVELOPMENT ENGINEERING - PW Land Development - CLSP Plan Check Fees	2020-50-04-341-02-11	75,000
DEVELOPMENT ENGINEERING - PW Land Development - Miscellaneous	2020-50-04-371-90-00	83,639
DEVELOPER PROJECTS FUND - CIP	2710-80-00-372-01-00	42,205
Revenue Grand Total:		\$2,930,363
EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - City Clerk - Salaries	1010-12-10-420-01-00	30,239
GENERAL FUND - Information Systems - Professional Services	1010-17-20-420-01-00	44,000
GENERAL FUND - Information Systems - Miscellaneous Equipment	1010-17-20-430-37-00	113,682
GENERAL FUND - Information Systems - Subscriptions	1010-17-20-435-10-00	66,132
GENERAL FUND - Parks & Recreation - Leisure Programs	1010-30-30-420-03-04	40,000
GENERAL FUND - Parks & Recreation - Salaries	1010-30-32-410-11-00	240
GENERAL FUND - Parks & Recreation - Salaries	1010-30-33-410-11-00	2,161
GENERAL FUND - Public Works - Salaries	1010-50-01-410-11-00	(19,715)
GENERAL FUND - Public Works - Salaries	1010-50-06-410-11-00	18,907
GENERAL FUND - Public Works - Salaries	1010-50-70-410-11-00	9,130

GENERAL FUND - Public Works - Salaries	1010-50-80-410-11-00	10,044
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	3,652
DEVELOPMENT ENGINEERING - PW Construction Management - Salaries	2020-50-03-410-11-00	(1,358)
DEVELOPMENT ENGINEERING - PW Land Development - Salaries	2020-50-04-410-11-00	22,276
DEVELOPMENT ENGINEERING - PW Land Development - Professional Services	2020-50-04-420-01-00	83,639
DEVELOPMENT ENGINEERING - PW Land Development - RI Professional Services	2020-50-04-420-01-02	76,073
DEVELOPMENT ENGINEERING - PW Land Development - RI Professional Services	2020-50-04-420-01-03	75,000
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(29,055)
RECYCLING - 3% AB 939 FUND - Parks & Recreation - Organic Waste Product Credits	2400-30-40-425-10-01	98,934
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Other Maint. & Repair	2500-50-21-420-75-00	18,000
WOODFIELD LANDSCAPE FUND - Public Works - Salaries	2530-50-62-410-11-00	913
WOODFIELD LANDSCAPE FUND - Public Works - Communication Equipment Repair	2530-50-62-420-72-00	8,666
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	1,370
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	3,196
MOSSDALE LLMD - Public Works - Streets Light Maintenance	2580-50-64-420-33-00	11,484
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	913
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	1,370
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	3,652
WATER FUND - Public Works - Contracts	5620-50-50-420-16-00	224,755
WATER FUND - Public Works - Miscellaneous Equipment	5620-50-50-430-37-00	20,000
WATER FUND - Public Works - Machines & Equipment	5620-50-50-450-20-00	150,000
CTF SEWER FUND - Public Works - Professional Services	6080-50-34-420-01-00	260,000
WASTEWATER CIP - WW22-38 - LCTF Phase 3 Expansion	6090-80-00-420-86-00	260,600

RECYCLED WATER IMPROVEMENTS CIP - RW23-02 - RW Operations & Permitting	6091-80-00-420-01-00	42,205
Expenditure Grand Total:		\$1,651,105
TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
STREETS CIP - WW22-38 - LCTF Phase 3 Expansion - Frm WW Connection Fee	6090-9900-393-00-00	260,600
RECYCLED WATER IMPROVEMENTS CIP - RW23-02 - RW Operations & Permitting	6091-9900-393-00-00	42,205
Transfer In Total:		\$ 302,805
TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - GG24-23 - Historic Lathrop Beautification (Landscape Reserves)	1010-99-00-990-90-10	589,632
MEASURE-C FUND - GG24-23 - Historic Lathrop Beautification	1060-99-00-990-90-10	(589,632)
DEVELOPER PROJECT - Fund 2710	2710-99-00-990-90-10	42,205
WW CONNECTION FEE - Fund 6030	6030-99-00-990-90-10	260,600
Transfer Out Total:		\$ 302,805

CITY OF LATHROP

**GEOGRAPHIC INFORMATION SYSTEM (GIS) / COMPUTER AIDED DESIGN (CAD)
ENGINEERING TECHNICIAN**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under supervision from the Public Works Director, City Engineer, or designee, the **GIS/CAD Engineering Technician**, performs a variety of routine and complex technical engineering activities, related to but not limited to drafting, surveying and paraprofessional engineering duties in support of professional engineering staff; and creates and maintains maps, other geographic source data, technical engineering drawings, tracings, charts and graphs using prescribed engineering/drafting standards and methods.

DISTINGUISHING CHARACTERISTICS:

The **GIS/CAD Engineering Technician** entry-level and single class positions, in which the incumbent is responsible for a wide variety of drafting, surveying and paraprofessional engineering support duties and responsibilities. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with Assistant or Associate Engineers, in that the latter is a journey level position responsible for higher level engineering support duties and responsibilities, including obtaining additional engineering related credentials and licenses.

SUPERVISION RECEIVED AND EXERCISED:

This position is part of the Engineering Division, within the Public Works Department. Incumbent receives immediate direction and supervision from the Public Works Director, City Engineer, or designee. Incumbents do not routinely exercise supervision over other staff, contractors or volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Performs research and interprets a variety of information from recorded maps, land grants, deeds, legal descriptions of property, metes and bounds, easements, right-of-ways, assessor's maps, and other source documents. Transposes the data from source documents (recorded maps, deeds, etc.) using coordinate geometry (cogo), digitizing or scanning methods into CAD and GIS files and related databases. Data types include land base, streets, sewers, storm drains, traffic systems or City annexations.
- Creates, reviews, maintains and verifies CAD and GIS digital files and related databases for accuracy and completeness and compliance with established formats, approved plans, and specifications. Use CAD systems to prepare design drawings for construction jobs, exhibits, right-of-way plats and diagrams.
- Generates and distributes standard and custom products such as reports, maps, diagrams, exhibits and displays using GIS and CAD software, such as ESRI and related software and equipment.

- Determines effective presentation of information and select appropriate cartographic elements, including map projects, scale, color, shading, symbols, and additional elements such as images, graphs, tables and overlays. Assists with review of internal and external electronic deliverables as requested from other sources, and assists with analyzing and assessing GIS data (assets, features, attributes, etc.) and performs QA/QC for accuracy and completeness.
- Uses the GIS software programs, commands and compilation methods to generate and utilize spatial overlays, and updates routine GIS and CAD data layers and perform quality control checks on mapping products to insure accuracy and consistency with database.
- Consults standard maps of various jurisdictions, local agencies, railroads, subdivision plots and highways in order to prepare new maps and updates existing maps used for plotting water lines and facilities.
- Create and maintain electrical, engineering and mechanical drawings as needed to support Agency systems.
- Performs other duties as required, or as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and face-to-face service. The need to lift, carry, pull and push tools, supplies and other equipment weighing up to 25 pounds is also required. Additionally, the incumbent in this position works outdoors in all weather conditions, including wet, hot and cold. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

High school diploma or general education degree (GED); and a combination of either two (2) years of practical experience performing tasks comparable to those of a GIS/CAD technician, programmer or analyst, preferably in a large organization or municipal government applying civil drafting techniques with CAD software, inspection, or survey work. Or, an Associate's Degree in Civil Engineering Technology, or related degree, or completion of an equivalent two (2) years of college courses related to drafting, cartography, GIS, surveying, engineering, construction management or a related field. Autodesk AutoCAD and GIS software such as ESRI product knowledge is highly desirable.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license. Possession of a valid certificate of registration as an Engineer-in-Training, issued by the California State Board of Registration for Civil and Professional Engineers, is highly desirable.

KNOWLEDGE/ABILITIES: *(The following are a representative sample of the KSA's necessary to perform essential duties of the position.)*

Knowledge of:

Modern and current principles and practices related to computer industry technology, practices and trends; including computer system operations, maintenance, and networking. Operation and GIS concepts and analytical techniques, including computerized mapping and digital data conversion, manipulation and analysis. ESRI or similar remote sensing/ GIS software, such as ArcGIS products and software. Digitizing and data manipulation procedures for geographic information systems. Standard testing techniques. Basic principles of mathematics; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and professional writing; proper English, spelling and grammar; occupational hazards and standard safety practices. *Highly desirable knowledge of modern principles and practices of Capital Improvement Project construction project management; principles, procedures, practices, and standards of municipal engineering; surveying methods and techniques; strength of materials and stress analysis; CEQA requirements; municipal engineering laws, ordinances, codes, specifications and plans; applicable federal, state and local laws, codes and regulations related to public works engineering.*

Ability to:

Plan, organize, direct and evaluate assigned work; read, understand, interpret and explain ordinances, policies, and assigned procedures. Serve as the lead on assigned GIS/CAD Projects; prepare accurate plans, maps, specifications, and engineering reports; make accurate engineering computations; analyze and evaluate design drawings and specifications; maintain detailed project management records and documentation; learn and apply established principles and practices of municipal civil engineering; administer programs involving federal, state and local grants related to CAD/GIS software and upgrades; promote and enforce safe work practices; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

OTHER INFORMATION

Disaster Service Worker

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to

contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

Historical Data

Position Adopted _____ by Resolution: 25- _____

FLSA Status: Non-Exempt

SEIU Local 1021 Bargaining Unit

CITY OF LATHROP

PARKS, STREETS & FACILITIES MAINTENANCE SUPERINTENDENT

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DEFINITION:

Under the direction of either the Assistant City Manager, Public Works Director, or designee, the **Parks, Streets & Facilities Maintenance Superintendent**, is responsible for the administration of personnel and responsibilities of the Parks, Streets and Facility Maintenance Division of the Public Works Department. This includes oversight and supervision of streets and maintenance staff, janitorial and building maintenance of city owned offices and buildings, park and right-of-way landscape maintenance and assigned contractors, maintenance and repair of streets and alleyways, sidewalks, right of ways, oversight of contracted street sweeping, graffiti removal, bus stops, drain inlets, signage, pesticide application for weed abatement, cleaning of underpasses, removal trash in public areas, organization of the City's corporation yard, management and maintenance of the City's street light maintenance program, including oversight of street light maintenance and repair contract, review and assignment of work orders, coordination of projects with other departments, oversight of incidents for claim reporting and manages assigned budget in accordance with the City's procurement policies.

DISTINGUISHING CHARACTERISTICS:

The **Parks, Streets & Facilities Maintenance Superintendent** is a management level class responsible for the overall operation and maintenance of the City's parks, streets, building and facilities, including all related upgrades and improvements for future, current and planned projects. This classification has supervisory responsibility of assigned staff, which will require regular training, monitoring and evaluation of assigned staff to ensure they are providing quality work and high productivity. This classification is distinguished from the next higher classification of Assistant Director of Public Works, in that the latter has second in command responsibility for administering the responsibilities of the entire Department.

SUPERVISION RECEIVED AND EXERCISED:

This position is responsible for the management of the Parks, Streets and Facility Maintenance Division, within the Public Works Department. The incumbent receives general direction and supervision from either the Assistant City Manager, Public Works Director, or designee. Exercises direct supervision over assigned staff, including contractors and temporary workers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Assists in the development and implementation of departmental goals, objectives, policies, procedures and priorities that are alignment with the City's vision, goals and objectives.
- Manages, directs, and organizes right-of-way and street services, including street and sidewalk repair and maintenance; replacement and repair of street signs and streetlights; and street sweeping.

- Plans, organizes, coordinates and directs the maintenance of parks, park facilities, parkways, playgrounds, and splashpads/water features. Inspects new and existing park areas, equipment and project sites to evaluate work progress and determine additional needs for repair or replacement of aged infrastructure.
- Assists in the preparation of the department budget, including developing project estimates, memorandums justifying staffing needs, purchasing equipment, materials, and supplies; and recommending capital equipment purchases, including vehicles, infrastructure, and heavy equipment. Administers assigned contracts and manages assigned budget in accordance with the City's procurement policies.
- Establishes work schedules and methods for providing high quality street and maintenance operations services; identify resource needs; review needs with management staff; allocates resources; researches grant funding as needed for specialized purchases or projects.
- Monitors and ensures compliance with approved contracts and agreements, solicits and collects bids for new equipment, specialized services/labor and supplies, and contracted maintenance work.
- Coordinates and monitors projects for compliance to assigned schedules, budgets, and quality adherence; simultaneously works on a number of diverse assignments and projects under a variety of deadlines.
- Participates in the selection of assigned personnel; provides and or coordinates professional staff training; works with employees to correct deficiencies; recommends and implements discipline procedures.
- Researches, compiles, and analyzes technical studies and reports; prepare staff reports on projects; evaluates the effectiveness of programs; develops recommendations related to division/department activities and prepares recommendations for improvement.
- Directs planned and unplanned emergency maintenance and repair activities, including planning, estimating, scheduling, inspection, and monitoring work being performed.
- In conjunction with the Utility Operations Superintendent, manages the City's corporation yard, responsible for organization and maintenance of supplies and equipment as it relates to maintenance operations.
- Manages the right-of-way city facility weed abatement program, including the scheduling of seasonal spraying; manages the graffiti trash removal program in public areas and city owned facilities.
- Maintains and operates facilities in compliance with all local, State, and Federal requirements including Occupational Safety & Health Standards (OSHA). Ensure compliance with all health and safety program rules, procedures, and protocols; ensures all staff follow safety policies in work methods and procedures; enforces proper safety precautions while working in dangerous situations; educates employees on rules, regulations, safe work habits and potential hazards presented by their work environment.
- Maintains work order management records. Respond to complaints from the public; develop and implement solutions to complex and sensitive technical situations.

- Interprets and trains assigned staff to interpret design drawings and maps.
- Performs other duties as required, or as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this indoor/outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also could require the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Parks, Streets & Facilities Maintenance Superintendent. A typical way of obtaining the required qualifications is to possess a minimum of five (5) years of increasingly responsible park, street and building maintenance experience in the public sector including the supervision and management of full time staff, and a high school diploma or equivalent, supplemented by specialized coursework in engineering, construction maintenance, or maintenance technology.

License/Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

KNOWLEDGE/ABILITIES: *(The following are a representative sample of the KSA's necessary to perform essential duties of the position.)*

Knowledge of:

Current federal, state, and local regulations that impact street and maintenance operations; municipal government administration; permitting, legal, regulatory, and technical requirements of street and maintenance Current federal, state, and local regulations that impact street maintenance and operations; municipal government administration; modern methods, materials, equipment, and tools used in street and maintenance operations; principles and practices utilized in the administration of capital projects; basic construction practices; equipment maintenance and repair methods used in carpentry, painting, and concrete work; power equipment used in maintenance and repair work; safe work practices and operations; recordkeeping, business writing, and report writing preparation; principles and techniques of work performance measurement; principles of management, supervision, training, and performance evaluation; contract management; municipal budgetary processes and controls; grant management; techniques of research; occupational hazards and standard safety practices. Proper English, spelling and grammar; office procedures, methods, and equipment, including computers and office software

applications such as Microsoft Office Suite (Word, Excel, Outlook, Power Point); and pertinent federal, state, and local public sector labor and employment laws.

Ability to:

Coordinate and direct assigned street and maintenance services and operations; manage and inspect street maintenance and refurbishment activities; procure and manage maintenance and labor trade contracts and professional services agreements; read and interpret construction plans and specifications; plan, assign work to, direct, and supervise subordinate employees in the performance of daily street and maintenance operations projects; plan, direct, and coordinate the maintenance and refurbishment of specified City owned property; recommend, implement, and evaluate goals, objectives, programs, projects, policies, and procedures; participate in the preparation and administration of assigned budgets; plan and organize work to meet changing priorities and deadlines; prepare clear and concise technical staff reports, correspondence, policies, procedures, and other written materials; and prioritize a variety of projects and multiple tasks in an effective and timely manner; maintain appropriate, accurate, and effective reports and recordkeeping; communicate tactfully, clearly, and concisely, both verbally and in writing; and establish and maintain cooperative relationships with other staff, the public, contractors and those contacted in the course of work; and determine and administer training programs, including safety programs.

OTHER INFORMATION:

Disaster Service Worker

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

Historical Data

Position Adopted _____ by Resolution: 2 - _____
FLSA Status: Exempt
LMCEA Bargaining Unit

CITY OF LATHROP

RECREATION COORDINATOR I/II

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DEFINITION

Under general supervision, develops, implements and supervises the day-to-day operations of a recreation program which may include the youth and/or teen programs, youth and adult sports leagues, or the Senior Center and related programs; assists with the hiring, training and supervision of volunteers; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Recreation Coordinator I** is the entry level class in the Recreation Coordinator series that allows the incumbent to develop journey level knowledge, skills and abilities. Initially, under immediate supervision, incumbents perform more routine tasks related to the planning and activities of the recreation programs. As experience is gained, there is greater independence of action within established guidelines. This classification is alternatively staffed with a Recreation Coordinator II and incumbents may advance to the higher level after gaining experience and demonstrate a level of proficiency that meets the qualifications of the higher level classification.

The **Recreation Coordinator II** is the journey-level class responsible for planning, overseeing and directing a recreation program; assignments may include youth and/or teen programs, youth and adult sports leagues, or the Senior Center and related programs. This class is distinguished from the next higher classification of Recreation Supervisor in that the latter has more supervisory responsibilities and coordinates multiple and more complex recreation programs.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from the Director of Parks and Recreation or designee. May exercise direct and indirect supervision over assigned volunteers.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Develops, implements and supervises the day-to-day operations of a recreation program; assists with the preparation of all supplies for assigned programs and monitors expenditures and registrations;
- Responds to public inquiries about programs made by telephone, correspondence or during public meetings; develops a volunteer base; promotes public awareness of available activities through the media, newspapers and flyers; maintains contact with individual community members and various community groups.
- Maintains records and reports on activities, attendance, supplies and other pertinent information for assigned recreation programs and activities; develops and recommends new programs; reviews and evaluates current programs.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Other duties as assigned.

If assigned to Youth and/or Teen Programs:

- Plans, coordinates and supervises a variety of youth and/or teen programs and camps; analyzes community needs, develops appropriate programming, measures outcomes and adjusts programming to ensure the needs of the community's youth are being met.
- Plans, coordinates and implements various year-round special events, recreational classes and trips.

If assigned to Senior Programs:

- Plans, coordinates, and manages the functions and activities of the Senior Center, including related classes and programs; writes and publishes the Senior Center monthly newsletter; coordinates various fundraisers for the Senior Center; coordinates and implements various year-round special events, and recreational trips for members of the Senior Center.
- Coordinates, plans and instructs, or hires instructors for various classes, including crafts, cooking dance, and computer classes; coordinates the Daily Senior Lunch Program provided through the County; oversees and monitors various food distribution programs, which includes assisting individuals with the application process and monitoring the distribution of food to ensure compliance with program rules.
- Recruits, assigns and monitors volunteers; acts as a mediator when problems arise between volunteers.

If assigned to Sports Programs:

- Plans, coordinates and manages year-round citywide sports programs and related sports leagues.
- May recruit and evaluate score keepers, referee officials, and coaches; May recruit and train program volunteers.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking, reaching, twisting, turning, kneeling, bending, stooping, squatting, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when reading correspondence, statistical data and using a computer. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is also required. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Recreation Coordinator I or II**. A typical way of obtaining the required qualifications is to possess the equivalent of:

Recreation Coordinator I: A minimum of two (2) years of significantly related and progressive experience in a recreation program, equivalent to a Recreation Coordinator I, and a high school diploma or equivalent.

Recreation Coordinator II: In addition to the above, three (3) years of increasingly responsible experience in recreation, sports, teen or senior program coordination or a related field, an Associated Degree in a related field is highly desirable.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license and CPR certification.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and philosophies for administering teen, sport and senior recreation programs; appropriate behaviors of youth and how to gain cooperation; counseling and working with at-risk youth; senior community needs and programs; methods and techniques of supervising volunteers; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, organize and coordinate recreation activities to suit the needs of the community's teens and seniors; develop youth and adult sports programs; develop, coordinate and direct multiple varied activities involved in youth, teen, sport or senior programs; work flexible hours, including evenings; analyze assigned programs and develop and recommend appropriate responses; learn more complex principles, practices, techniques and regulations pertaining to assigned duties; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate standard recreation and sports tools and equipment; operate an office computer and a variety of word processing and software applications.

Historical Data

Revised 2025

FLSA Status: Exempt

Bargaining Unit: SEIU

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 3/10/2025**

Adopted by Resolution No. 25-_____

*FOR REFERENCE USE ONLY

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 16.4215	\$ 17.2427	\$ 18.1049	\$ 19.0101	\$ 19.9606
			bi-weekly	1,314	1,379	1,448	1,521	1,597
			monthly	2,846	2,989	3,138	3,295	3,460
			annual	34,157	35,865	37,658	39,541	41,518
21			hourly	\$ 16.8321	\$ 17.6739	\$ 18.5573	\$ 19.4852	\$ 20.4596
			bi-weekly	1,347	1,414	1,485	1,559	1,637
			monthly	2,918	3,063	3,217	3,377	3,546
			annual	35,011	36,762	38,599	40,529	42,556
22			hourly	\$ 17.2524	\$ 18.1152	\$ 19.0208	\$ 19.9718	\$ 20.9702
			bi-weekly	1,380	1,449	1,522	1,598	1,678
			monthly	2,990	3,140	3,297	3,462	3,635
			annual	35,885	37,680	39,563	41,541	43,618
23			hourly	\$ 17.6842	\$ 18.5685	\$ 19.4969	\$ 20.4720	\$ 21.4951
			bi-weekly	1,415	1,485	1,560	1,638	1,720
			monthly	3,065	3,219	3,379	3,548	3,726
			annual	36,783	38,622	40,554	42,582	44,710
24			hourly	\$ 18.1266	\$ 19.0329	\$ 19.9842	\$ 20.9835	\$ 22.0326
			bi-weekly	1,450	1,523	1,599	1,679	1,763
			monthly	3,142	3,299	3,464	3,637	3,819
			annual	37,703	39,588	41,567	43,646	45,828
25			hourly	\$ 18.5797	\$ 19.5083	\$ 20.4837	\$ 21.5081	\$ 22.5837
			bi-weekly	1,486	1,561	1,639	1,721	1,807
			monthly	3,220	3,381	3,551	3,728	3,915
			annual	38,646	40,577	42,606	44,737	46,974
26			hourly	\$ 19.0441	\$ 19.9963	\$ 20.9960	\$ 22.0457	\$ 23.1480
			bi-weekly	1,524	1,600	1,680	1,764	1,852
			monthly	3,301	3,466	3,639	3,821	4,012
			annual	39,612	41,592	43,672	45,855	48,148
27	RECREATION LEADER FLEET ATTENDANT	UNREP UNREP	hourly	\$ 19.5201	\$ 20.4961	\$ 21.5212	\$ 22.5973	\$ 23.7270
			bi-weekly	1,562	1,640	1,722	1,808	1,898
			monthly	3,383	3,553	3,730	3,917	4,113
			annual	40,602	42,632	44,764	47,002	49,352
28			hourly	\$ 20.0080	\$ 21.0084	\$ 22.0589	\$ 23.1618	\$ 24.3202
			bi-weekly	1,601	1,681	1,765	1,853	1,946
			monthly	3,468	3,641	3,824	4,015	4,216
			annual	41,617	43,698	45,882	48,177	50,586
29			hourly	\$ 20.5084	\$ 21.5338	\$ 22.6104	\$ 23.7409	\$ 24.9281
			bi-weekly	1,641	1,723	1,809	1,899	1,994
			monthly	3,555	3,733	3,919	4,115	4,321
			annual	42,657	44,790	47,030	49,381	51,850
30			hourly	\$ 21.0210	\$ 22.0720	\$ 23.1756	\$ 24.3343	\$ 25.5511
			bi-weekly	1,682	1,766	1,854	1,947	2,044
			monthly	3,644	3,826	4,017	4,218	4,429
			annual	43,724	45,910	48,205	50,615	53,146
31			hourly	\$ 21.5466	\$ 22.6237	\$ 23.7551	\$ 24.9426	\$ 26.1899
			bi-weekly	1,724	1,810	1,900	1,995	2,095
			monthly	3,735	3,921	4,118	4,323	4,540
			annual	44,817	47,057	49,411	51,881	54,475
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 22.0852	\$ 23.1893	\$ 24.3490	\$ 25.5660	\$ 26.8446
			bi-weekly	1,767	1,855	1,948	2,045	2,148
			monthly	3,828	4,019	4,220	4,431	4,653
			annual	45,937	48,234	50,646	53,177	55,837
33			hourly	\$ 22.6373	\$ 23.7691	\$ 24.9575	\$ 26.2056	\$ 27.5158
			bi-weekly	1,811	1,902	1,997	2,096	2,201
			monthly	3,924	4,120	4,326	4,542	4,769
			annual	47,086	49,440	51,912	54,508	57,233
34			hourly	\$ 23.2032	\$ 24.3636	\$ 25.5818	\$ 26.8610	\$ 28.2037
			bi-weekly	1,856	1,949	2,047	2,149	2,256
			monthly	4,022	4,223	4,434	4,656	4,889
			annual	48,263	50,676	53,210	55,871	58,664

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 3/10/2025**

Adopted by Resolution No. 25-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 23,7836	\$ 24,9724	\$ 26,2210	\$ 27,5319	\$ 28,9087
			bi-weekly	1,903	1,998	2,098	2,203	2,313
			monthly	4,122	4,329	4,545	4,772	5,011
			annual	49,470	51,943	54,540	57,266	60,130
36			hourly	\$ 24.3781	\$ 25.5967	\$ 26.8768	\$ 28.2204	\$ 29.6315
			bi-weekly	1,950	2,048	2,150	2,258	2,371
			monthly	4,226	4,437	4,659	4,892	5,136
			annual	50,706	53,241	55,904	58,698	61,634
37	SPECIAL ASSISTANT ANIMAL CENTER ASSISTANT	SEIU	hourly	\$ 24.9872	\$ 26.2365	\$ 27.5485	\$ 28.9261	\$ 30.3721
		SEIU	bi-weekly	1,999	2,099	2,204	2,314	2,430
		SEIU	monthly	4,331	4,548	4,775	5,014	5,264
		SEIU	annual	51,973	54,572	57,301	60,166	63,174
38			hourly	\$ 25.6123	\$ 26.8927	\$ 28.2371	\$ 29.6489	\$ 31.1316
			bi-weekly	2,049	2,151	2,259	2,372	2,491
			monthly	4,439	4,661	4,894	5,139	5,396
			annual	53,274	55,937	58,733	61,670	64,754
39			hourly	\$ 26.2524	\$ 27.5651	\$ 28.9431	\$ 30.3905	\$ 31.9096
			bi-weekly	2,100	2,205	2,315	2,431	2,553
			monthly	4,550	4,778	5,017	5,268	5,531
			annual	54,605	57,335	60,202	63,212	66,372
40			hourly	\$ 26.9090	\$ 28.2544	\$ 29.6670	\$ 31.1502	\$ 32.7076
			bi-weekly	2,153	2,260	2,373	2,492	2,617
			monthly	4,664	4,897	5,142	5,399	5,669
			annual	55,971	58,769	61,707	64,792	68,032
41	ADMINISTRATIVE ASSISTANT I MAINTENANCE WORKER I WATER METER READER I RECREATION COORDINATOR I	SEIU	hourly	\$ 27.5814	\$ 28.9605	\$ 30.4086	\$ 31.9289	\$ 33.5252
		SEIU	bi-weekly	2,207	2,317	2,433	2,554	2,682
		SEIU	monthly	4,781	5,020	5,271	5,534	5,811
		SEIU	annual	57,369	60,238	63,250	66,412	69,732
42	CUSTOMER SERVICE REPRESENTATIVE I	SEIU	hourly	\$ 28.2708	\$ 29.6844	\$ 31.1690	\$ 32.7272	\$ 34.3639
			bi-weekly	2,262	2,375	2,494	2,618	2,749
			monthly	4,900	5,145	5,403	5,673	5,956
			annual	58,803	61,744	64,832	68,072	71,477
43	POLICE OFFICER TRAINEE POLICE RECORDS ASSISTANT I	NON-SWORN	hourly	\$ 28.9773	\$ 30.4267	\$ 31.9479	\$ 33.5453	\$ 35.2224
		SEIU	bi-weekly	2,318	2,434	2,556	2,684	2,818
		SEIU	monthly	5,023	5,274	5,538	5,815	6,105
		SEIU	annual	60,273	63,287	66,452	69,774	73,263
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 29.7020	\$ 31.1873	\$ 32.7467	\$ 34.3840	\$ 36.1033
			bi-weekly	2,376	2,495	2,620	2,751	2,888
			monthly	5,148	5,406	5,676	5,960	6,258
			annual	61,780	64,870	68,113	71,519	75,095
45	ADMINISTRATIVE ASSISTANT II MAINTENANCE WORKER II RECREATION COORDINATOR II WATER METER READER II	SEIU	hourly	\$ 30.4445	\$ 31.9668	\$ 33.5653	\$ 35.2436	\$ 37.0058
		SEIU	bi-weekly	2,436	2,557	2,685	2,819	2,960
		SEIU	monthly	5,277	5,541	5,818	6,109	6,414
		SEIU	annual	63,325	66,491	69,816	73,307	76,972
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 31.2060	\$ 32.7661	\$ 34.4042	\$ 36.1248	\$ 37.9308
			bi-weekly	2,496	2,621	2,752	2,890	3,034
			monthly	5,409	5,679	5,963	6,262	6,575
			annual	64,909	68,154	71,561	75,139	78,896
47	ADMINISTRATIVE ASSISTANT III ADMINISTRATIVE TECHNICIAN I HUMAN RESOURCES TECHNICIAN PERMIT TECHNICIAN I	SEIU	hourly	\$ 31.9857	\$ 33.5854	\$ 35.2644	\$ 37.0275	\$ 38.8789
		SEIU	bi-weekly	2,559	2,687	2,821	2,962	3,110
		SEIU	monthly	5,544	5,821	6,112	6,418	6,739
		SEIU	annual	66,530	69,858	73,350	77,017	80,868
48	MAINTENANCE WORKER III SOLID WASTE&RESOURCE CONSERV. COORD	SEIU	hourly	\$ 32.7857	\$ 34.4251	\$ 36.1460	\$ 37.9532	\$ 39.8512
		SEIU	bi-weekly	2,623	2,754	2,892	3,036	3,188
		SEIU	monthly	5,683	5,967	6,265	6,579	6,908
		SEIU	annual	68,194	71,604	75,184	78,943	82,890
49	CUSTOMER SERVICE REPRESENTATIVE II PROPERTY AND EVIDENCE TECHNICIAN	SEIU	hourly	\$ 33.6052	\$ 35.2854	\$ 37.0500	\$ 38.9026	\$ 40.8476
		SEIU	bi-weekly	2,688	2,823	2,964	3,112	3,268
		SEIU	monthly	5,825	6,116	6,422	6,743	7,080
		SEIU	annual	69,899	73,394	77,064	80,917	84,963

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 3/10/2025**

Adopted by Resolution No. 25-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 34,4453	\$ 36,1676	\$ 37,9761	\$ 39,8747	\$ 41,8686
			bi-weekly	2,756	2,893	3,038	3,190	3,349
			monthly	5,971	6,269	6,583	6,912	7,257
			annual	71,646	75,229	78,990	82,939	87,087
51	ADMINISTRATIVE TECHNICIAN II PERMIT TECHNICIAN II SENIOR ADMINISTRATIVE ASSISTANT SENIOR CUSTOMER SERVICE REP	SEIU	hourly	\$ 35,3066	\$ 37,0723	\$ 38,9256	\$ 40,8720	\$ 42,9154
			bi-weekly	2,825	2,966	3,114	3,270	3,433
		LMCEA	monthly	6,120	6,426	6,747	7,084	7,439
			annual	73,438	77,110	80,965	85,014	89,264
52	ACCOUNTANT I BUILDING INSPECTOR I COMMUNITY SERVICE OFFICER I HR ANALYST I UTILITY OPERATOR I	SEIU	hourly	\$ 36,1891	\$ 37,9984	\$ 39,8985	\$ 41,8933	\$ 43,9880
			bi-weekly	2,895	3,040	3,192	3,351	3,519
		LMCEA	monthly	6,273	6,586	6,916	7,262	7,625
			annual	75,273	79,037	82,989	87,138	91,495
53	CONSTRUCTION INSPECTOR I POLICE RECORDS SUPERVISOR LEGAL SECRETARY	SEIU	hourly	\$ 37,0940	\$ 38,9483	\$ 40,8957	\$ 42,9407	\$ 45,0880
			bi-weekly	2,968	3,116	3,272	3,435	3,607
		LMCEA	monthly	6,430	6,751	7,089	7,443	7,815
			annual	77,156	81,012	85,063	89,317	93,783
54	ENGINEERING TECHNICIAN II EXECUTIVE ASSISTANT	SEIU	hourly	\$ 38,0212	\$ 39,9223	\$ 41,9182	\$ 44,0143	\$ 46,2151
			bi-weekly	3,042	3,194	3,353	3,521	3,697
		LMCEA	monthly	6,590	6,920	7,266	7,629	8,011
			annual	79,084	83,038	87,190	91,550	96,127
55	BUILDING INSPECTOR II COMMUNITY SERVICE OFFICER II PERMIT TECHNICIAN III SENIOR ACCOUNTING TECHNICIAN	SEIU	hourly	\$ 38,9718	\$ 40,9204	\$ 42,9664	\$ 45,1145	\$ 47,3703
			bi-weekly	3,118	3,274	3,437	3,609	3,790
		SEIU	monthly	6,755	7,093	7,448	7,820	8,211
			annual	81,061	85,114	89,370	93,838	98,530
56	ACCOUNTANT II DEPUTY CITY CLERK HR ANALYST II MANAGEMENT ANALYST I (CONFIDENTIAL) UTILITY OPERATOR II CRIME & INTELLIGENCE ANALYST	SEIU	hourly	\$ 39,9462	\$ 41,9433	\$ 44,0406	\$ 46,2428	\$ 48,5546
			bi-weekly	3,196	3,355	3,523	3,699	3,884
		LMCEA	monthly	6,924	7,270	7,634	8,015	8,416
			annual	83,088	87,242	91,604	96,185	100,994
57	CONSTRUCTION INSPECTOR II CUSTOMER SERVICE SUPERVISOR LEGAL ASSISTANT PARKS & RECREATION SUPERVISOR	SEIU	hourly	\$ 40,9446	\$ 42,9918	\$ 45,1416	\$ 47,3984	\$ 49,7686
			bi-weekly	3,276	3,439	3,611	3,792	3,981
		LMCEA	monthly	7,097	7,452	7,825	8,216	8,627
			annual	85,165	89,423	93,895	98,589	103,519
58	ASSISTANT PLANNER JUNIOR ENGINEER SENIOR ENGINEERING TECHNICIAN ELECTRICIAN / INSTRUMENT TECH	SEIU	hourly	\$ 41,9683	\$ 44,0667	\$ 46,2701	\$ 48,5833	\$ 51,0128
			bi-weekly	3,357	3,525	3,702	3,887	4,081
		SEIU	monthly	7,274	7,638	8,020	8,421	8,842
			annual	87,294	91,659	96,242	101,053	106,107
59	BUILDING INSPECTOR III CHIEF UTILITY OPERATOR COMMUNITY SERVICE OFFICER III LANDSCAPE & IRRIGATION SPECIALIST MAINTENANCE SERVICES SUPERVISOR	SEIU	hourly	\$ 43,0175	\$ 45,1684	\$ 47,4267	\$ 49,7978	\$ 52,2881
			bi-weekly	3,441	3,613	3,794	3,984	4,183
		LMCEA	monthly	7,456	7,829	8,221	8,632	9,063
			annual	89,476	93,950	98,648	103,579	108,759
60	EXECUTIVE ASSIST TO THE CITY MANAGER INFORMATION TECHNOLOGY ENGINEER I MANAGEMENT ANALYST II (CONFIDENTIAL) GIS/CAD ENGINEERING TECHNICIAN	LMCEA	hourly	\$ 44,0932	\$ 46,2978	\$ 48,6126	\$ 51,0433	\$ 53,5953
			bi-weekly	3,527	3,704	3,889	4,083	4,288
		LMCEA	monthly	7,643	8,025	8,426	8,848	9,290
			annual	91,714	96,299	101,114	106,170	111,478
61	CONSTRUCTION INSPECTOR III POLICE SERVICES MANAGER UTILITY MAINTENANCE SUPERVISOR UTILITY OPERATOR III	SEIU	hourly	\$ 45,1952	\$ 47,4552	\$ 49,8276	\$ 52,3191	\$ 54,9351
			bi-weekly	3,616	3,796	3,986	4,186	4,395
		LMCEA	monthly	7,834	8,226	8,637	9,069	9,522
			annual	94,006	98,707	103,641	108,824	114,265
62	WW TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 46,3251	\$ 48,6415	\$ 51,0734	\$ 53,6273	\$ 56,3084
			bi-weekly	3,706	3,891	4,086	4,290	4,505
		LMCEA	monthly	8,030	8,431	8,853	9,295	9,760
			annual	96,356	101,174	106,233	111,545	117,121
63	ASSOCIATE PLANNER SENIOR BUILDING INSPECTOR	SEIU	hourly	\$ 47,4834	\$ 49,8575	\$ 52,3505	\$ 54,9676	\$ 57,7160
			bi-weekly	3,799	3,989	4,188	4,397	4,617
		SEIU	monthly	8,230	8,642	9,074	9,528	10,004
			annual	98,765	103,704	108,889	114,333	120,049

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 3/10/2025**

Adopted by Resolution No. 25-_____

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
64	ASSISTANT ENGINEER	SEIU	hourly	\$ 48,6702	\$ 51,1036	\$ 53,6590	\$ 56,3422	\$ 59,1590
	COMPLIANCE ENGINEER	SEIU	bi-weekly	3,894	4,088	4,293	4,507	4,733
	PROPERTY AND EVIDENCE MANAGER	LMCEA	monthly	8,436	8,858	9,301	9,766	10,254
	ANIMAL CENTER MANAGER	LMCEA	annual	101,234	106,296	111,611	117,192	123,051
	STREETS AND OPERATIONS MANAGER	LMCEA						
65	BUDGET MANAGER	LMCEA	hourly	\$ 49,8871	\$ 52,3817	\$ 55,0005	\$ 57,7506	\$ 60,6383
	POLICE OFFICER	SWORN	bi-weekly	3,991	4,191	4,400	4,620	4,851
	SENIOR ACCOUNTANT	LMCEA	monthly	8,647	9,079	9,533	10,010	10,511
			annual	103,765	108,954	114,401	120,121	126,128
66			hourly	\$ 51,1343	\$ 53,6909	\$ 56,3756	\$ 59,1942	\$ 62,1544
			bi-weekly	4,091	4,295	4,510	4,736	4,972
			monthly	8,863	9,306	9,772	10,260	10,773
			annual	106,359	111,677	117,261	123,124	129,281
67	COMMUNITY SERVICES SUPERVISOR	LMCEA	hourly	\$ 52,4126	\$ 55,0335	\$ 57,7849	\$ 60,6746	\$ 63,7078
	HUMAN RESOURCES MANAGER	EXEMPT	bi-weekly	4,193	4,403	4,623	4,854	5,097
	INFORMATION TECHNOLOGY ENGINEER II	LMCEA	monthly	9,085	9,539	10,016	10,517	11,043
	SENIOR MANAGEMENT ANALYST	LMCEA	annual	109,018	114,470	120,193	126,203	132,512
	SPECIAL DISTRICTS MANAGER	LMCEA						
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 53,7228	\$ 56,4092	\$ 59,2295	\$ 62,1911	\$ 65,3008
	POLICE CORPORAL	SWORN	bi-weekly	4,298	4,513	4,738	4,975	5,224
			monthly	9,312	9,778	10,266	10,780	11,319
			annual	111,743	117,331	123,197	129,358	135,826
69	SENIOR PLANNER	LMCEA	hourly	\$ 55,0660	\$ 57,8193	\$ 60,7105	\$ 63,7459	\$ 66,9330
	UTILITY PLANT SUPERVISOR	LMCEA	bi-weekly	4,405	4,626	4,857	5,100	5,355
			monthly	9,545	10,022	10,523	11,049	11,602
			annual	114,537	120,264	126,278	132,592	139,221
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 56,4429	\$ 59,2651	\$ 62,2280	\$ 65,3396	\$ 68,6064
			bi-weekly	4,515	4,741	4,978	5,227	5,489
			monthly	9,783	10,273	10,786	11,326	11,892
			annual	117,401	123,271	129,434	135,906	142,701
71	INFORMATION TECH ENGINEER III	LMCEA	hourly	\$ 57,8541	\$ 60,7464	\$ 63,7838	\$ 66,9728	\$ 70,3215
	PARKS AND REC SUPERINTENDENT	LMCEA	bi-weekly	4,628	4,860	5,103	5,358	5,626
			monthly	10,028	10,529	11,056	11,609	12,189
			annual	120,336	126,352	132,670	139,303	146,269
72	POLICE SERGEANT	SWORN	hourly	\$ 59,3003	\$ 62,2652	\$ 65,3786	\$ 68,6473	\$ 72,0797
	PKS, STREETS & FAC MAINT SUPERINTE	LMCEA	bi-weekly	4,744	4,981	5,230	5,492	5,766
			monthly	10,279	10,793	11,332	11,899	12,494
			annual	123,345	129,512	135,987	142,786	149,926
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 60,7825	\$ 63,8217	\$ 67,0130	\$ 70,3635	\$ 73,8816
			bi-weekly	4,863	5,106	5,361	5,629	5,911
			monthly	10,536	11,062	11,616	12,196	12,806
			annual	126,428	132,749	139,387	146,356	153,674
74	CITY CLERK	EXEMPT	hourly	\$ 62,3024	\$ 65,4174	\$ 68,6879	\$ 72,1225	\$ 75,7285
	FINANCE MANAGER	LMCEA	bi-weekly	4,984	5,233	5,495	5,770	6,058
	PRINCIPAL PLANNER	LMCEA	monthly	10,799	11,339	11,906	12,501	13,126
	SENIOR CIVIL ENGINEER	LMCEA	annual	129,589	136,068	142,871	150,015	157,515
75			hourly	\$ 63,8601	\$ 67,0529	\$ 70,4052	\$ 73,9257	\$ 77,6218
			bi-weekly	5,109	5,364	5,632	5,914	6,210
			monthly	11,069	11,622	12,204	12,814	13,454
			annual	132,829	139,470	146,443	153,765	161,453
76	ACCOUNTING MANAGER	LMCEA	hourly	\$ 65,4562	\$ 68,7292	\$ 72,1654	\$ 75,7738	\$ 79,5624
	CONSTRUCTION SUPERINTENDENT	LMCEA	bi-weekly	5,236	5,498	5,773	6,062	6,365
	DEPUTY DIRECTOR OF PARKS, REC & MAINT	LMCEA	monthly	11,346	11,913	12,509	13,134	13,791
	PROJECT MANAGER	LMCEA	annual	136,149	142,957	150,104	157,609	165,490
	UTILITY OPERATIONS SUPERINTENDENT	LMCEA						
77	ASSISTANT CITY ATTORNEY	EXEMPT	hourly	\$ 67,0924	\$ 70,4473	\$ 73,9696	\$ 77,6679	\$ 81,5515
			bi-weekly	5,367	5,636	5,918	6,213	6,524
			monthly	11,629	12,211	12,821	13,462	14,136
			annual	139,552	146,530	153,857	161,549	169,627
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 68,7702	\$ 72,2083	\$ 75,8189	\$ 79,6097	\$ 83,5905
			bi-weekly	5,502	5,777	6,066	6,369	6,687
			monthly	11,920	12,516	13,142	13,799	14,489
			annual	143,042	150,193	157,703	165,588	173,868

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 3/10/2025**

Adopted by Resolution No. 25-_____

*FOR REFERENCE USE ONLY

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
79	ECONOMIC DEV ADMINISTRATOR LAND DEVELOPMENT MANAGER	LMCEA	hourly	\$ 70.4893	\$ 74.0135	\$ 77.7147	\$ 81.6002	\$ 85.6801
			bi-weekly	5,639	5,921	6,217	6,528	6,854
			monthly	12,218	12,829	13,471	14,144	14,851
			annual	146,618	153,948	161,647	169,728	178,215
80	ASSISTANT COM DEV DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA	hourly	\$ 72.2513	\$ 75.8640	\$ 79.6572	\$ 83.6400	\$ 87.8221
			bi-weekly	5,780	6,069	6,373	6,691	7,026
			monthly	12,524	13,150	13,807	14,498	15,223
			annual	150,283	157,797	165,687	173,971	182,670
2025 Compensation Limits for Classic and PEPPA Members CalPERS								
81	CHIEF BUILDING OFFICIAL CHIEF INFORMATION OFFICER POLICE LIEUTENANT	EXEMPT	hourly	\$ 74.0580	\$ 77.7609	\$ 81.6493	\$ 85.7315	\$ 90.0179
			bi-weekly	5,925	6,221	6,532	6,859	7,201
			monthly	12,837	13,479	14,153	14,860	15,603
			annual	154,041	161,743	169,831	178,322	187,237
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 75.9092	\$ 79.7051	\$ 83.6899	\$ 87.8743	\$ 92.2685
			bi-weekly	6,073	6,376	6,695	7,030	7,381
			monthly	13,158	13,816	14,506	15,232	15,993
			annual	157,891	165,787	174,075	182,779	191,919
83	SENIOR CONSTRUCTION MANAGER	LMCEA	hourly	\$ 77.8071	\$ 81.6972	\$ 85.7822	\$ 90.0709	\$ 94.5747
			bi-weekly	6,225	6,536	6,863	7,206	7,566
			monthly	13,487	14,161	14,869	15,612	16,393
			annual	161,839	169,930	178,427	187,347	196,715
84	POLICE CAPTAIN	SWORN	hourly	\$ 79.7520	\$ 83.7399	\$ 87.9266	\$ 92.3228	\$ 96.9394
			bi-weekly	6,380	6,699	7,034	7,386	7,755
			monthly	13,824	14,515	15,241	16,003	16,803
			annual	165,884	174,179	182,887	192,031	201,634
85	DIRECTOR OF GOV'T SERV/CITY CLERK DIRECTOR OF HUMAN RESOURCES DIRECTOR OF INFORMATION SYSTEMS DIRECTOR OF PARKS, REC & MAINT SERV	EXEMPT	hourly	\$ 81.7458	\$ 85.8333	\$ 90.1249	\$ 94.6312	\$ 99.3626
			bi-weekly	6,540	6,867	7,210	7,570	7,949
			monthly	14,169	14,878	15,622	16,403	17,223
			annual	170,031	178,533	187,460	196,833	206,674
86	CITY ENGINEER	EXEMPT	hourly	\$ 83.7894	\$ 87.9791	\$ 92.3779	\$ 96.9968	\$ 101.8467
			bi-weekly	6,703	7,038	7,390	7,760	8,148
			monthly	14,523	15,250	16,012	16,813	17,653
			annual	174,282	182,997	192,146	201,753	211,841
87	DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 85.8843	\$ 90.1786	\$ 94.6876	\$ 99.4217	\$ 104.3930
			bi-weekly	6,871	7,214	7,575	7,954	8,351
			monthly	14,887	15,631	16,413	17,233	18,095
			annual	178,639	187,571	196,950	206,797	217,137
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT	hourly	\$ 88.0314	\$ 92.4329	\$ 97.0545	\$ 101.9073	\$ 107.0027
			bi-weekly	7,043	7,395	7,764	8,153	8,560
			monthly	15,259	16,022	16,823	17,664	18,547
			annual	183,105	192,260	201,873	211,967	222,566
89			hourly	\$ 90.2323	\$ 94.7438	\$ 99.4812	\$ 104.4553	\$ 109.6778
			bi-weekly	7,219	7,580	7,958	8,356	8,774
			monthly	15,640	16,422	17,243	18,106	19,011
			annual	187,683	197,067	206,921	217,267	228,130
90	DEPUTY CITY MANAGER	EXEMPT	hourly	\$ 92.4882	\$ 97.1123	\$ 101.9680	\$ 107.0665	\$ 112.4198
			bi-weekly	7,399	7,769	8,157	8,565	8,994
			monthly	16,031	16,833	17,674	18,558	19,486
			annual	192,376	201,993	212,093	222,698	233,833
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 94.8003	\$ 99.5400	\$ 104.5174	\$ 109.7435	\$ 115.2305
			bi-weekly	7,584	7,963	8,361	8,779	9,218
			monthly	16,432	17,254	18,116	19,022	19,973
			annual	197,185	207,043	217,396	228,267	239,679
92			hourly	\$ 97.1770	\$ 102.0364	\$ 107.1321	\$ 112.4864	\$ 118.1107
			bi-weekly	7,774	8,163	8,571	8,999	9,449
			monthly	16,844	17,686	18,570	19,498	20,473
			annual	202,128	212,236	222,835	233,972	245,670
93			hourly	\$ 99.6067	\$ 104.5787	\$ 109.8092	\$ 115.2986	\$ 121.0691
			bi-weekly	7,969	8,366	8,785	9,224	9,686
			monthly	17,265	18,127	19,034	19,985	20,985
			annual	207,182	217,524	228,403	239,821	251,824

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 3/10/2025**

Adopted by Resolution No. 25-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
94			hourly	\$ 102.0926	\$ 107.1996	\$ 112.5539	\$ 118.1894	\$ 124.0950
			bi-weekly	8,167	8,576	9,004	9,455	9,928
			monthly	17,696	18,581	19,509	20,486	21,510
			annual	212,353	222,975	234,112	245,834	258,118
95			hourly	\$ 104.6348	\$ 109.8655	\$ 115.3661	\$ 121.1254	\$ 127.1884
			bi-weekly	8,371	8,789	9,229	9,690	10,175
			monthly	18,137	19,043	19,997	20,995	22,046
			annual	217,640	228,520	239,962	251,941	264,552
96			hourly	\$ 107.2558	\$ 112.6214	\$ 118.2457	\$ 124.1625	\$ 130.3717
			bi-weekly	8,580	9,010	9,460	9,933	10,430
			monthly	18,591	19,521	20,496	21,521	22,598
			annual	223,092	234,253	245,951	258,258	271,173

CONTRACT								
	POLICE CHIEF	EXEMPT	annual	\$ 258,118				
	CITY ATTORNEY	EXEMPT	annual	\$ 268,480				
	CITY MANAGER	EXEMPT	annual	\$ 288,104				

Changes

Add:

- RECREATION COORDINATOR I (GRADE 41)
- RECREATION COORDINATOR II (GRADE 45)
- GIS/CAD ENGINEERING TECHNICIAN (GRADE 60)
- PARKS, STREETS & FACILITIES MAINTENANCE SUPERINTENDENT (GRADE 72)

Remove:

Change:

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23	2023/24 Amended 03/11/24	2024/25 Amended 07/01/24	2024/25 Amended 10/21/24	2024/25 Amended 03/10/25
CITY MANAGER							
City Manager							
Assistant City Manager	0.25	0.25	0.25	0.25	0.25	0.25	0.25
Deputy City Manager	0.00	1.00	1.00	1.00	1.00	1.00	1.00
City Engineer	0.00	0.00	0.00	0.00	0.00	0.00	0.00
City Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	2.75	3.75	3.75	3.75	3.75	3.75	3.75
CITY MANAGER - Total	2.75	3.75	3.75	3.75	3.75	3.75	3.75
CITY CLERK							
City Clerk							
Administrative Technician I/II	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Deputy City Clerk	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50	0.50	0.50	0.50	0.50
Total	1.50	1.50	1.50	1.50	1.50	1.50	2.50
CITY CLERK - Total	1.50	1.50	1.50	1.50	1.50	1.50	2.50
CITY ATTORNEY							
City Attorney							
Administrative Assistant I/II/III	1.00	1.00	1.00	0.00	0.00	0.00	0.00
City Attorney	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Legal Assistant	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Legal Secretary	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	3.00	3.00	3.00	3.00	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00	3.00	3.00	3.00	3.00
HUMAN RESOURCES							
Human Resources							
Human Resources Director	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
HR Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
HR Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	4.00	4.00	4.00	4.00	4.00	4.00	4.00
HUMAN RESOURCES - Total	4.00	4.00	4.00	4.00	4.00	4.00	4.00
FINANCE							
Finance							
Accountant I/II	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Accounting Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accounting Specialist I/II/Technician	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Administrative Technician I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Customer Service Representatives I/II	5.00	5.00	5.00	4.00	4.00	4.00	4.00
Customer Service Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Deputy Finance Director	1.00	0.00	0.00	0.00	0.00	0.00	0.00
Director of Finance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Customer Service Representative	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	15.00	14.00	14.00	14.00	14.00	14.00	14.00
FINANCE - Total	15.00	14.00	14.00	14.00	14.00	14.00	14.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23	2023/24 Amended 03/11/24	2024/25 Amended 07/01/24	2024/25 Amended 10/21/24	2024/25 Amended 03/10/25
INFORMATION SYSTEMS							
Information Systems							
Administrative Assistant I/II/III	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Director of Information Systems	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Chief Information Officer	1.00	1.00	1.00	0.00	0.00	0.00	0.00
Information Technology Technician	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Information Technology Engineer I/II/III	6.00	6.00	6.00	7.00	7.00	7.00	7.00
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	9.00	9.00	9.00	10.00	10.00	10.00	10.00
INFORMATION SYSTEMS - Total	9.00	9.00	9.00	10.00	10.00	10.00	10.00
COMMUNITY DEVELOPMENT							
Planning							
Administrative Assistant I/II/III	0.10	0.10	0.10	0.10	0.10	0.10	0.10
Assistant Community Development Director	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Associate Planner	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Principal Planner	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Planner	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	4.10	4.10	4.10	4.10	4.10	4.10	4.10
COMMUNITY DEVELOPMENT - Total	4.10	4.10	4.10	4.10	4.10	4.10	4.10
PUBLIC SAFETY							
Police							
Sworn							
Police Captain	0.00	0.00	0.00	2.00	2.00	2.00	2.00
Police Chief	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Police Corporal	0.00	0.00	0.00	5.00	5.00	5.00	5.00
Police Commander	2.00	2.00	2.00	0.00	0.00	0.00	0.00
Police Lieutenant	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Police Officer	32.00	32.00	32.00	27.00	29.00	30.00	30.00
Police Officer (Over Hire Allocation)	0.00	0.00	0.00	0.00	0.00	2.00	2.00
Police Sergeant	6.00	6.00	6.00	6.00	6.00	6.00	6.00
Total	42.00	42.00	42.00	43.00	45.00	48.00	48.00
Non-Sworn							
Police Crime and Intelligence Analyst I/II	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Police Records Assistant I/II	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Police Records Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Property & Evidence Manager	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Property & Evidence Technician	1.00	1.00	1.00	1.00	2.00	2.00	2.00
Total	4.00	4.00	4.00	6.00	7.00	7.00	7.00
Administration							
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Community Services Division							
Community Services Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Community Services Officer I/II/III	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Administrative Assistant I/II/III	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Animal Center Assistant	1.00	1.00	4.00	4.00	4.00	4.00	4.00
Animal Shelter Supervisor	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Animal Center Manager	0.00	0.00	1.00	1.00	1.00	1.00	1.00
Animal Services Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	9.00	9.00	12.00	12.00	12.00	12.00	12.00
PUBLIC SAFETY - Total	57.00	57.00	60.00	63.00	66.00	69.00	69.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23	2023/24 Amended 03/11/24	2024/25 Amended 07/01/24	2024/25 Amended 10/21/24	2024/25 Amended 03/10/25
PARKS, RECREATION AND MAINTENANCE SERVICES							
Parks and Recreation							
Administrative Assistant I/II/III	3.00	3.00	3.00	3.00	3.00	3.00	2.00
Director of Parks, Recreation and Maintenance	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Facility Attendant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Deputy Director of Parks, Recreation and Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Fleet Attendant	0.00	0.00	0.00	0.45	0.45	0.45	0.45
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Parks and Recreation Manager	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Recreation Coordinator I/II	3.00	3.00	3.00	3.00	3.00	3.00	4.00
Recreation Leaders	9.45	9.45	9.45	9.00	9.00	9.00	9.00
Recreation Manager	1.00	1.00	1.00	0.00	0.00	0.00	0.00
Recreation Supervisor	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Senior Accountant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Recreation Leaders	5.00	5.00	5.00	5.00	5.00	5.00	4.00
Total	26.45	26.45	26.45	26.45	26.45	26.45	25.45
Maintenance Services							
Landscape and Irrigation Specialist	1.00	1.00	1.00	0.00	0.00	0.00	0.00
Maintenance Services Supervisor	1.00	1.00	1.00	2.00	2.00	2.00	2.00
Maintenance Worker I/II/III	5.00	5.00	5.00	5.00	5.00	5.00	5.00
Parks and Facilities Manager	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Parks and Recreation Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Senior Recreation Leaders	2.00	2.00	2.00	2.00	2.00	2.00	2.00
Total	10.00	10.00	10.00	10.00	10.00	10.00	10.00
PARKS, RECREATION AND MAINTENANCE - Total	36.45	36.45	36.45	36.45	36.45	36.45	35.45
BUILDING SAFETY AND INSPECTIONS							
Building							
Administrative Assistant I/II/III	0.60	0.60	0.60	0.60	0.60	0.60	0.60
Assistant City Manager	0.32	0.32	0.32	0.32	0.32	0.32	0.32
Building Inspector I/II/III	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Permit Technician I/II/III	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Total	9.92	9.92	9.92	9.92	9.92	9.92	9.92
BUILDING SAFETY AND INSPECTIONS - Total	9.92	9.92	9.92	9.92	9.92	9.92	9.92
PUBLIC WORKS							
Public Works							
Administrative Assistant I/II/III	3.30	3.30	3.30	3.30	3.30	3.30	3.30
Assistant City Manager	0.43	0.43	0.43	0.43	0.43	0.43	0.43
Assistant Engineer	3.00	3.00	3.00	1.00	1.00	1.00	1.00
Associate Engineer	1.00	1.00	1.00	3.00	3.00	3.00	3.00
City Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Compliance Engineer	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Construction Inspector I/II/III	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Construction Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Director of Public Works	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Electrician / Instrument Technician	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	1.00
GIS/CAD Engineering Technician	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Maintenance Worker I/II/III	3.00	3.00	3.00	3.00	3.00	3.00	3.00
Management Analyst I/II	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Meter Reader I/II	2.00	2.00	2.00	2.00	2.00	2.00	2.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23	2023/24 Amended 03/11/24	2024/25 Amended 07/01/24	2024/25 Amended 10/21/24	2024/25 Amended 03/10/25
Parks, Streets & Facilities Maintenance Superintendent	0.00	0.00	0.00	0.00	0.00	0.00	1.00
Principal Engineer	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Project Manager	0.00	0.00	0.00	1.00	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Civil Engineer	2.00	2.00	2.00	1.00	1.00	1.00	1.00
Senior Construction Manager	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Streets and Maintenance Operation Manager	1.00	1.00	1.00	1.00	1.00	1.00	0.00
Utility Operations Superintendent	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Utility Operator I/II/III	7.00	7.00	7.00	7.00	7.00	7.00	7.00
Utility Plant Supervisor	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Total	34.73	34.73	34.73	35.73	35.73	35.73	36.73
PUBLIC WORKS - Total	34.73	34.73	34.73	35.73	35.73	35.73	36.73
Grand Total	177.45	177.45	180.45	185.45	188.45	191.45	192.45