

AUGUST 12, 2019 – City Council Regular Meeting – 7:00 p.m.



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

City Council

Sonny Dhaliwal, Mayor
Martha Salcedo, Vice Mayor
Paul Akinjo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Teresa Vargas, City Clerk
Glenn Gebhardt, City Engineer
Cari James, Finance & Administrative Services Director
Mark Meissner, Community Development Director
Zachary Jones, Parks & Recreation Director
Ryan Biedermann, Lieutenant / Acting Chief of Police
Michael King, Assistant Public Works 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 to be 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.



AUGUST 12, 2019 – Regular Meeting Agenda – 7:00 p.m.



Printed on Recycled Paper

See Reverse

Addressing the Council

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

Citizen's Forum

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

To leave a voice message for the Mayor and all Councilmembers simultaneously, dial (209) 941-7220. To send an e-mail for the Mayor and all Councilmembers simultaneously, citycouncil@ci.lathrop.ca.us

This City Council Agenda may be accessed by computer at the following Worldwide Web Address: www.ci.lathrop.ca.us LIVE STREAMING - Now available, please visit the City Council Page or use the URL <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

Information

Copies of the Agenda are available in the lobby at the Lathrop City Hall, 390 Towne Centre Drive, Lathrop, on Thursday preceding a regularly scheduled City Council meeting. Supplemental documents relating to specific agenda items 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 "J" Street and River Islands Fire Department Offices. The meetings of the Lathrop City Council are broadcast on Lathrop Comcast Cable Television Channel 97.

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:

Address: City of Lathrop City Clerk
390 Towne Centre Drive, Lathrop, CA 95330
Telephone: (209) 941-7230

Your interest in the conduct of your City's business is appreciated.

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 12, 2019,
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

- 3 Potential Case(s)

1.2.2 PUBLIC EMPLOYEE PERFORMANCE EVALUATION: Pursuant to Government Code Section 54957

- Title(s): City Manager, City Attorney

RECONVENE

1.2.3 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 ECONOMIC DEVELOPMENT UPDATE

2.2 MAYOR'S COMMITTEE REPORT(S)
Parks & Recreation Update on Committee Events and Programs

3. CITIZEN'S FORUM

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

4. CONSENT CALENDAR

Items on the Consent Calendar are considered to be 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 of Ordinances and Resolutions on Agenda Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 **APPROVAL OF MINUTES**
Approve Minutes for the Regular Council Meeting of July 8, 2019
- 4.3 **UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS**
Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2018/19
- 4.4 **CREATION OF A JOB DESCRIPTION FOR AN ADMINISTRATIVE ASSISTANT III GRADE 47**
Adopt a Resolution to Approve the Creation of a Job Description for Administrative Assistant III Position Grade 47
- 4.5 **APPROVE POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW**
Adopt Resolution Approving a Policy to Guide Staff Interpretation of Development Impact Fees and the Municipal Code as They Relate to Accessory Dwelling Units to Conform to State Law

- 4.6 **RATIFY PURCHASE OF A TELESCOPIC HANDLER**
Adopt Resolution Ratifying City Manager's Action to Purchase a Telescopic Handler for the Operations and Maintenance Division of the Public Works Department, and Approve Related Budget Amendment
- 4.7 **APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR RIGHT-OF-WAY CONSULTING SERVICES WITH DOKKEN ENGINEERING AND ASSOCIATED ENGINEERING GROUP**
Adopt Resolution Approving a Professional Services Agreement with Dokken Engineering for Right-of-Way Consulting Services and Amendment No. 1 for Associated Engineering Group Related to the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 and Authorizing Related Budget Amendment
- 4.8 **REINSTATE A MASTER CONSULTING AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION**
Adopt Resolution Reinstating the Master Professional Consulting Agreement and Approve Task Order No. 7 with Interwest Consulting Group to Provide Continued Professional Services in the Building Division
- 4.9 **ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH BUILDING PERMIT 19-0218 LOCATED AT 14226 AVON AVENUE**
Adopt Resolution Accepting Dedication of Public Right-of-Way and a Public Utility Easement for Avon Avenue Associated with Building Permit 19-0218 Located at 14226 Avon Avenue

RIVER ISLANDS CONSENT ITEM(S)

- 4.10 **APPROVE TASK ORDER NO. 3 TO THE MASTER CONSULTANT AGREEMENT WITH VALI COOPER & ASSOCIATES, INC., TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR RIVER ISLANDS DEVELOPMENT STAGE 2A AND PHASE 1B IMPROVEMENTS**
Adopt Resolution Approving Task Order No. 3 to the Master Consultant Agreement dated, July 9, 2018, with Vali Cooper & Associates, Inc., to Provide Construction Management and Inspection Services for River Islands Development Stage 2A and Phase 1B Improvements

5. SCHEDULED ITEMS

- 5.1 **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT**

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Introduction and First Reading of an Ordinance Amendment to Title 2, Chapter 2.36 Purchasing System and Title 3, Chapter 3.30 Informal Bidding of the Lathrop Municipal Code to Update the Chapters in Accordance with the California Uniform Public Construction Cost Accounting Act

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 3, CHAPTER 3.32 COUNTY FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Introduction and First Reading of an Ordinance Amendment to Title 3, Chapter 3.32 County Capital Facility Fees, Section 3.32.150 Sunset Clause of the Lathrop Municipal Code to Remove the Sunset Clause of the County Facilities Fee Program

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE LATHROP-MANTECA FIRE DISTRICT FIRE FACILITIES FEE STUDY AND THE FEES RECOMMENDED THEREIN

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Adopt A Resolution Adopting the Lathrop-Manteca Fire District Fire Facilities Fee Study and the Fees Recommended Therein

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER MUNICIPAL CODE TEXT AMENDMENT NO. TA-19-78

City Council to Consider the Following:

1. Hold a Public Hearing; and
2. Introduction and First Reading of an Ordinance Amendment to Title 17 of the Lathrop Municipal Code (LMC) by Adding Chapter 17.13 to Allow the Creation of Easements by Covenant.

5.5 APPOINTMENT OF VOTING DELEGATE FOR 2019 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE

Appoint City's Voting Delegate for the 2019 League of California Cities Annual Conference, October 16-18, Long Beach

2. COUNCIL COMMUNICATIONS

6.1 COUNCIL REFERRALS

6.1.1 MAYOR DHALIWAL REFERRAL: Appointment of Three (3) Members to the Youth Advisory Commission with Term Expiring May 31, 2020.

- Three (3) Applications Received; Four (4) Vacancies Available

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Central Valley Executive Committee/LOCC (Akinjo/Salcedo)*
- *Council of Governments (Dhaliwal/Lazard)*
- *Integrated Waste Management Solid Waste Division (Akinjo/Torres-O'Callaghan)*
- *Reclamation District 17 Joint Powers Authority (Salvatore)*
- *San Joaquin Partnership Board of Directors (Salvatore)*
- *San Joaquin County Commission on Aging (Zavala)*
- *San Joaquin Valley Air Pollution Control District (Akinjo/Dhaliwal)*
- *Water Advisory Board (Torres-O'Callaghan/Lazard)*
- *Tri Valley-San Joaquin Valley Regional Rail Authority (Akinjo)*
- *San Joaquin Area Flood Control Agency (Akinjo & Lazard)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT


Teresa Vargas, CMC
City Clerk

**PAGE LEFT
INTENTIONALLY
BLANK**

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 8, 2019
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 6:35 p.m. The Regular Meeting reconvened at 7:05 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 6:35 p.m.

1.2 CLOSED SESSION

- 1.2.1 CONFERENCE WITH LEGAL COUNSEL: Anticipated Litigation - Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(b)
- 3 Potential Case(s)

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:05 p.m.

1.2.2 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that direction was provided in regards to Item 1.2; no other reportable action was taken.

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

Absent: Vice Mayor Salcedo

1.4 INVOCATION – Associate Pastor Ryan Strong, Grace Community Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Associate Pastor Ryan Strong led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore provided various announcements, including an overview of the City’s 30th Anniversary event and the debut of the City’s new website both on July 1, 2019; announced closed captioning features to be made available in the near future for televised public meetings; and a brief overview of the information related to the

city's emergency preparedness plan to be provided during Item 2.4. Mayor Dhaliwal recognized and welcomed Sheriff Pat Withrow.

1.7 INFORMATIONAL ITEM(S) - None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest on Items 4.15, 4.16 and 4.17, due to her employment with Dell'Osso Family Farms.

2. PRESENTATIONS

2.1 CERTIFICATE OF RECOGNITION TO THE LATHROP LITTLE LEAGUE MINOR PHILLIES FOR THE 2019 MINOR LEAGUE CALIFORNIA DISTRICT 67 TOURNAMENT OF CHAMPIONS VICTORY

Mayor Dhaliwal introduced the item and welcomed the Lathrop Little League Minor Phillies. Coach Logan Orndoff provided an overview of the 2019 Lathrop Little League season and thanked all the coaches, parents, volunteers and players involved during the season. Parks and Recreation Director Zach Jones, accompanied by the City Council, presented Certificates of Recognition to the members of the Lathrop Little League Minor Phillies for the 2019 Minor League California District 67 Tournament of Champions victory.

2.2 PROCLAMATION DECLARING JULY AS PARKS MAKE LIFE BETTER MONTH

Councilmember Akinjo presented a proclamation declaring July 2019 as Parks Makes Life Better Month to Parks and Recreation Director Zach Jones.

2.3 INTRODUCTION OF NEW EMPLOYEE:

Parks and Recreation Director Zach Jones introduced Breann Loughran, Recreation Coordinator.

2.4 PRESENTATION PROVIDED BY PG&E ON PUBLIC SAFETY DURING PLANNED POWER OUTAGES

City Manager Stephen Salvatore introduced the item and explained that city staff would be providing an introductory presentation related to emergency preparedness prior to the PG&E presentation. Deputy Finance Director Vanessa Portillo and Lathrop-Manteca Fire District (LMFD) Chief Gene Neely provided an overview of the City's emergency preparedness plan, development of the city's incident response team and command system, partnership with local agencies to provide essential services, and provided information related to frequently asked questions during an extended power outage.

A question and answer period ensued throughout the staff presentation. City Manager Stephen Salvatore provided additional information. During the question and answer period, the City Council reached consensus directing the City Manager to bring back an actionable item for Council ratification of a purchase of a generator for the Lathrop Community Center, the purchase would be in preparation for the anticipated extended power outages. The question and answer period continued. Fire Chief Neely encouraged Lathrop residents that require power for medical devices to register with the LMFD for assistance during an extended outage. The question and answer period continued. Councilmembers expressed interest in hearing from the Manteca and Banta School Districts on their emergency plans for students and directed staff to contact each District.

Public Affairs Representative Dylan George, Pacific Gas and Electric, provided a presentation on public safety during planned outages, which included information on PG&E's community wildfire safety program, real-time monitoring and intelligence efforts, public safety power shutoffs and notification process, the process involved with restoring power, and efforts put in place to prepare PG&E customers. A question and answer period ensued throughout this presentation. Various members of the public (Jack Varella, Michelle Maddon, Bennie Gatto, Tina Moran, Brandy Perkins and other speakers (purple cards or names not provided for the record)) commented on the matter and expressed various concerns with the extended planned power outages.

Mayor Dhaliwal recessed the meeting at 9:27 p.m. and reconvened at 9:35 p.m.

3. CITIZEN'S FORUM

San Joaquin County Sheriff Pat Withrow commented on his continued support and assistance to the City, including providing a temporary office location for the Police Services Department during the construction of the new facility, brief overview of current staffing levels and ongoing labor negotiations with San Joaquin County and the Sheriff's Office.

4. CONSENT CALENDAR

On a motion by Mayor Dhaliwal, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except ***Items, 4.15, 4.16 and 4.17, by the following roll call vote, unless otherwise indicated:

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

** Prior to the reading of the consent calendar, City Clerk Teresa Vargas announced that a public comment letter was received, dated July 8, 2019, addressing Items 4.5, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, and 4.17 of the Consent Calendar, and Item 5.1 of Scheduled Items, submitted by Martin Harris with Terra Land Group, LLC; the letter was distributed to the City Council via their tablets (same process as the agenda) and copies were made available for the public at the beginning of the meeting.*

***City Clerk Teresa Vargas amended Items 4.2 and 4.3, to clarify method of distribution for information or documents received for the City Council (related to items on the agenda) after the agenda is published.*

**** Items 4.15, 4.16 and 4.17 – The City Council voted on the items separately, following the vote of the Consent Calendar.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

Waived the reading of ordinances and resolutions on agenda unless otherwise requested by the Mayor or a Councilmember.

4.2 **APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of June 10, 2019, as amended by the City Clerk to clarify method of distribution for information or documents received for the City Council (related to items on the agenda) after the agenda is published.

4.3 **APPROVAL OF MINUTES

Approved Minutes for the Special Council Meeting of June 12, 2019, as amended by the City Clerk to clarify method of distribution for information or documents received for the City Council (related to items on the agenda) after the agenda is published.

4.4 GRANT APPLICATION TO PURCHASE TWO ALTERNATIVE FUEL CITY VEHICLES

Adopted **Resolution 19-4593** authorizing the submittal of a grant application to San Joaquin Valley Air Pollution Control District (SJVSPCD) and authorized the purchase of two alternative fuel vehicles.

4.5 *APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM

Adopted **Resolution 19-4594** approving the application for the Statewide Park Development and Community Revitalization Program for the Lathrop Community Sports Park.

4.6 RATIFY CITY MANAGER'S ACTION TO EXTEND JANITORIAL SERVICES CONTRACT WITH KOREAN PROFESSIONAL BUILDING MAINTENANCE

Adopted **Resolution 19-4595** to ratify City Manager's action to extend the contract with Korean Professional Building Maintenance for janitorial services.

4.7 TPX COMMUNICATIONS SERVICES AGREEMENT

Adopted **Resolution 19-4596** authorizing a service agreement with TPX Communications for data, fax, and telephone services at city facilities.

4.8 CREATE CIP PS 20-13 CITYWIDE PAVEMENT MARKINGS AND STRIPING PROGRAM AND APPROVE A CONSTRUCTION CONTRACT

Adopted **Resolution 19-4597** creating CIP PS 20-13 Citywide Pavement Markings and Striping Program and approved a construction contract with Chrisp Company, and approved related budget amendment.

4.9 *APPROVE CONSTRUCTION CONTRACT FOR CIP PK 19-03 MOSSDALE SOUTH NEIGHBORHOOD PARK

Adopted **Resolution 19-4598** approving a construction contract with WABO Landscape and Construction, Inc., for construction of CIP PK 19-03 Mossdale South Neighborhood Park, and approved related budget amendment.

4.10 *APPROVE AGREEMENTS WITH EKI AND WOODARD & CURRAN TO ADD MOSSDALE URBAN USE AREAS FOR CIP RW 19-16 RECYCLED WATER PROGRAM EXPANSION AND RELATED BUDGET AMENDMENT

Adopted **Resolution 19-4599** approving Task Order No. 2 to the respective Master Agreements with EKI and Woodard and Curran to add Mossdale urban use areas for the CIP RW 19-16 Recycled Water Program expansion, and approve related budget amendment.

4.11 *APPROVE A CONSTRUCTION CONTRACT FOR PAVEMENT MAINTENANCE AND REPAIRS, PURSUANT TO CIP PS 18-01 CITYWIDE ROAD MAINTENANCE AND REPAIR PROGRAM (PHASE II), AND RELATED BUDGET AMENDMENT

Adopted **Resolution 19-4600** approving Construction Contract with VSS International, Inc., for pavement maintenance and repairs, pursuant to CIP PS 18-01 Citywide Road Maintenance and Repair Program (Phase II), and approved related budget amendment.

4.12 *ACCEPT THE CLSP RECYCLED WATER IMPROVEMENTS, RECORD ASSOCIATED GRANT DEEDS AND IRREVOCABLE OFFERS OF DEDICATIONS AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-46

Adopted **Resolution 19-4601** accepting the Central Lathrop Specific Plan recycled water pond, pump station, sprayfield, and offsite conveyance system improvements; authorized recording of Grant Deeds and Irrevocable Offer of Dedications of Easements from Saybrook CLSP, LLC for the Central Lathrop Specific Plan development project; and authorized the release of bonds associated with Encroachment Permit No. 2017-46.

- 4.13 *ACCEPTANCE OF GRAVITY SEWER MAIN AND SANITARY SEWER PUMP STATION, APPROVE AN OFFER OF DEDICATION FOR PORTIONS OF APN: 196-03-03, APPROVE A REIMBURSEMENT AGREEMENT WITH PILOT TRAVEL CENTERS LLC, AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2017-26

Adopted **Resolution 19-4602** accepting the gravity sewer main and sanitary sewer pump station constructed by Mark III Construction, Inc., in Roth Road and Harlan Road and Offer of Dedication for portions of APN: 196-03-03; and approved reimbursement agreement with Pilot Travel Centers LLC, and authorized the release of bonds associated with Encroachment Permit No. 2017-26

- 4.14 *VALIDATE THE JUNE 20, 2016 FINDING OF ADEQUATE PROGRESS IN THE MOSSDALE TRACT AREA

Adopted **Resolution 19-4603** Acting as the Land Use Agency Validating the June 20, 2016, Urban Level of Flood Protection (ULOP) Finding of Adequate Progress in the Mossdale Tract Area (Formally referred as Reclamation District 17 Basin)

RIVER ISLANDS CONSENT ITEMS

Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.14), and left the chamber at 9:47 p.m., prior to the vote of Items 4.15 through 4.17, due to declared conflict of interest as noted in Item 1.8.

On a motion by Councilmember Torres O'Callaghan, seconded by Mayor Dhaliwal, the City Council approved Items, 4.15 through 4.17, by the following roll call vote, unless otherwise indicated:

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

- 4.15 */***APPROVAL OF A JOINT COMMUNITY FACILITIES AGREEMENT WITH RIVER ISLANDS PUBLIC FINANCING AUTHORITY FOR RIVER ISLANDS PHASE 2 COMMUNITY FACILITIES DISTRICT 2019-1

Adopted **Resolution 19-4604** approving a Joint Community Facilities Agreement between City of Lathrop and River Islands Public Financing Authority (RIPFA) Community Facilities District No. 2019-1 (phase 2 public improvements).

4.16 */***ACCEPTANCE OF PREVIOUSLY REJECTED ROADWAY AND EASEMENT DEDICATIONS FOR RIVER ISLANDS STAGES 1A, 1B AND 2A

Pulled by Councilmember Akinjo for additional clarification on the item in regards to previously rejected roadway and easement dedications. City Engineer Glenn Gebhardt provided the information.

Adopted **Resolution 19-4605** accepting previously rejected roadway and easement dedications for eight final maps in Stages 1A, 1B and 2A for the River Islands development area.

4.17 */***ADOPT THE ADEQUATE PROGRESS FINDINGS TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR RECLAMATION DISTRICT 2062 (RIVER ISLANDS)

Adopted **Resolution 19-4606**, acting as the Land Use Agency, adopting adequate progress findings toward providing a 200-Year Urban Level of Flood Protection in Phase 1 (Stage 1, 2A and 2B) area levees of Reclamation District 2062 by the Year 2025.

5. SCHEDULED ITEMS

Councilmember Lazard returned to the dais at 9:51 p.m., for the remainder of the meeting.

5.1 *PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE CENTRAL LATHROP SPECIFIC PLAN CAPITAL FACILITIES FEES AND CITY FEES STUDY AND THE FEES RECOMMENDED THEREIN

Assistant Public Works Director Michael King introduced Principal Engineer Jay Davidson. Mr. Davidson provided the presentation. A question and answer period followed the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Akinjo, seconded by Councilmember Torres O'Callaghan, the City Council considered the following:

1. Held a Public Hearing; and
2. Adopted **Resolution 19-4607** adopting the Central Lathrop Specific Plan capital facilities fees, city fees study, and the fees recommended therein.

Ayes: Akinjo, Lazard, Torres-O'Callaghan, and Dhaliwal

Noes: None

Absent: Salcedo

Abstain: None

5.2 LIGHTED CROSSWALK ON SPARTAN WAY AND RELATED BUDGET AMENDMENT

Assistant Public Works Director Michael King provided the presentation. A question and answer period followed.

Michelle Maddon (Lathrop, CA) expressed support for the project, installation of a pushbutton and overhead warning lights. The question and answer period continued. City Engineer Glenn Gebhardt provided additional information.

On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 19-4608** approving Option 1, as amended to include the installation of a lighted crosswalk, signage, manual pedestrian pushbutton, and overhead signage on existing street light pole on Spartan Way, and approved related budget amendment of \$40,000 associated with traffic calming measures CIP PS 18-02.

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

- *Water Advisory Board (Torres-O'Callaghan/Lazard)*
Councilmember Torres-O'Callaghan reported on a potential water tax to be considered at the next regular Water Advisory Board meeting.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo expressed appreciation to the Lathrop Police Services staff for proactive policing and Parks & Recreation staff for organizing recent community events. Councilmember Lazard, Torres-O'Callaghan and Mayor Dhaliwal all expressed similar sentiments, including appreciation to staff for the information presented related to emergency preparedness, encouraged the public to stay informed and prepared for potential extended power outages.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 10:25 p.m.


Teresa Vargas, CMC
City Clerk

**CITY MANAGER’S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING**

**ITEM: UNCOLLECTIBLE UTILITY AND MISCELLANEOUS
CUSTOMER ACCOUNTS**

**RECOMMENDATION: Approve Write-Off of Uncollectible Utility and
Miscellaneous Accounts for Fiscal Year (FY) 2018/19**

SUMMARY:

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined \$42,595 to be uncollectible for FY 2018/19 as detailed in Table 1 below:

Table 1.

Customer Account Type	FY 2017/18 Approved Write-Offs	FY 2018/19 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	\$35,172	\$41,832	18.94%	162
Miscellaneous Customers	8,939	763	(90.67%)	7
Totals	\$44,111	\$42,595		169

The recommended utility write-offs represent 0.27% of the annual water and sewer charges billed to customers. Collecting a security deposit, requiring occupants to provide rental agreement or purchasing agreement before establishing service has proven to be effective means in maintaining low levels of uncollectible accounts. The increase of 18.94% is primarily due to increased water and sewer rates. Although, the utility write-off amount in FY 2018/19 has increased by almost \$7 thousand or 18.94%, it is significantly lower than prior year’s change in write-offs of 66.89%.

The recommended miscellaneous customers’ write-offs have significantly decreased by approximately \$8 thousand or 90.67% due to a change in the accounting methodology for miscellaneous charges.

Even though these accounts will reflect as “written off” in the City’s financial system, there are further collection measures in place to seek repayment. For instance, the collection agency will continue to pursue repayment efforts on these accounts and forward any recovered payments to the City. Additionally, the Finance Department conducts a review of all new customers prior to establishing service to ensure there are no outstanding balances.

Tonight staff is requesting Council’s approval to write-off \$42,595 of uncollectible charges.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

BACKGROUND:

On May 19, 1998, the City Council of the City of Lathrop adopted Resolution 98-664 regarding the approval and implementation of a revenue collection policy. On October 18, 2010, Council authorized the execution of an agreement with Golden State Collections, LLC.

The collection policy was put in place to help decrease the number of delinquent accounts (60-90 days). After unsuccessful collection attempts by City staff, the collection procedures allow City staff to refer customers' accounts that remain unpaid for 60-90 days to the collection agency for collection proceedings. The collection agency works on a commission-based structure. Their fee is 30% of the total amount collected.

Currently, there are two types of customer accounts referred to the collection agency. They are utility and miscellaneous customer accounts. The utility customer accounts include charges for water and wastewater. Miscellaneous customer accounts include charges rendered by: Finance, Animal Control, Community Development, Police, Parks & Recreation, and Public Works. Charges include animal impound, unpaid business license fees, court ordered restitution, materials/equipment, and checks returned for insufficient funds.

Utility Customer Accounts

In FY 2018/19, the City referred 172 delinquent utility customer accounts totaling \$44,557 to Golden State Collections, LLC for further collection processes. During the fiscal year, customers paid \$1,142 in outstanding charges directly to the City while Golden State Collections recovered \$1,583 from 15 accounts on current and prior year claims representing a 3.56% recovery rate (see Table 2). Also included in Table 2, are accounts with balances less than \$5, which are not sent to the collections agency. During FY 2018/19, there were no accounts with balances less than \$5.

Table 2.

Utility Customer Accounts	FY 2016/17	FY 2017/18	FY 2018/19
Total Utility Customers	6,229	6,532	6,973
Accounts Sent to Collection Agency	128	179	172
Amount Assigned to Collection Agency	\$22,020	\$35,172	\$44,557
Amount Recovered by Collection Agency	\$354	\$286	\$1,583
Recovery Rate	1.6%	0.8%	3.56%
Account < \$5.00	0	2	0
Total Write-Offs	\$21,076	\$35,172	\$41,832

CITY MANAGER'S REPORT **PAGE 3**
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Although, the utility write-off amount in FY 2018/19 has increased by \$6,660 or 18.94%, the number of accounts sent to collection has decreased by 10% from FY 17/18. The increase of 18.94% in uncollectable charges were primarily due to increased water and sewer rates. As development continues to advance, our utility customer base also increases producing a larger risk of accounts referred to the collections process. However, re-enforcing current programs that offers payment assistance, such as extending payment due date or granting payment arrangements, to utility customers carrying past due balances contributes to maintaining a low level of accounts referred to collections.

Miscellaneous Customer Accounts

Miscellaneous customers' accounts referred to collections for FY 2018/19 totaled \$763 from 7 accounts related to Animal Services billings, as summarize in Table 3. Animal Services billings included emergency call costs, veterinary costs, impoundment, and shelter fees.

Table 3.

Miscellaneous Customer Accounts	Animal Services
Accounts Sent to Collection Agency	7
Amount Assigned to Collection Agency	\$763
Amount Recovered by Collection Agency	\$0
Accounts < \$5.00	0
Total Write-offs	\$763

REASON FOR RECOMMENDATION:

The Finance Department has conducted a thorough review of the utility and miscellaneous customer accounts and recommends \$42,595 to be considered uncollectible.

FISCAL IMPACT:

Decrease customers' outstanding balances due to uncollectible debt as follows:


Utility customer accounts:	\$41,832
Miscellaneous customer accounts:	<u>763</u>
Total amount of uncollectible accounts:	\$42,595

ATTACHMENTS:

None.

CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

APPROVALS:



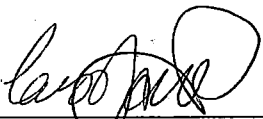
Chia Lor
Management Analyst

07/29/19
Date



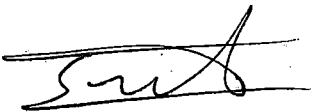
Vanessa Portillo
Deputy Finance Director

07-29-19
Date



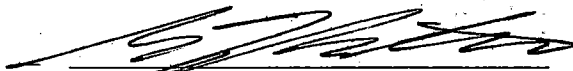
Cari James
Finance & Administrative Services
Director

7/29/19
Date



Salvador Navarrete
City Attorney

7-31-19
Date



Stephen J. Salvatore
City Manager

8-2-19
Date

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: CREATION OF A JOB DESCRIPTION FOR AN ADMINISTRATIVE ASSISTANT III POSITION

RECOMMENDATION: Adopt a Resolution to Approve the Creation of a Job Description for an Administrative Assistant III Position Grade 47

SUMMARY:

There are currently three levels to the Administrative Class Series: Administrative Assistant I, Administrative Assistant II and Senior Administrative Assistant. The Administrative Assistant I/II position provides office, clerical and administrative support to management staff in the department they are assigned. The Senior Administrative Assistant performs a variety of supervisory duties, overseeing clerical support staff and performing confidential and complex administrative duties. There is a need for a higher level of administrative support within the departments that is below the level of a Senior Administrative Assistant.

Staff is proposing the creation of an Administrative Assistant III position that will give departments a higher level of support and allow additional growth opportunities for current staff.

BACKGROUND:

Due to the fast pace of work within the City, it is necessary to have qualified staff to support and keep up with the daily needs within departments. As development throughout the City increases, so does the amount of work coming into the City Departments. There is a need for a higher level of administrative support that is below the level of a Senior Administrative Assistant, but more than an Administrative Assistant II.

The job description for the Administrative Assistant III has been sent to Service Employees International Union (SEIU) 1021 for review and acceptance to their list of represented positions. The position is FLSA Non-Exempt and will be added to the Grade-Step Table at Grade 47.

RECOMMENDATION:

Staff recommends Council approve the creation of a job description for an Administrative Assistant III position to assist with higher-level administrative support within all City departments. It is important to have staff in place with the skills necessary to keep up with demanding workload of the City.

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
FUNDING FOR AN ADMINISTRATIVE ASSISTANT III**

PAGE 2

FISCAL IMPACT:

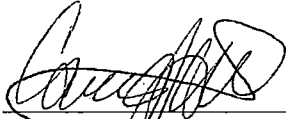
The Administrative Assistant III position will be placed at Grade 47 of the grade step table.

ATTACHMENTS:

- A. Resolution Approving the Creation and Funding for an Administrative Assistant III
- B. Job Description for Administrative Assistant III

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
FUNDING FOR AN ADMINISTRATIVE ASSISTANT III**

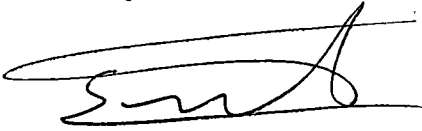
APPROVALS:



Carl James
Director of Finance and
Administrative Services

8/7/19

Date



Salvador Navarrete
City Attorney

8-7-19

Date



Stephen J. Salvatore
City Manager

8-7-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING CREATION OF A JOB DESCRIPTION FOR AN ADMINISTRATIVE ASSISTANT III POSITION

WHEREAS, the Administrative Class Series is currently comprised of an Administrative Assistant I, Administrative Assistant II and Senior Administrative Assistant; and

WHEREAS, there is a need for a higher level of administrative support within the departments that is below the level of a Senior Administrative Assistant; and

WHEREAS, due to the fast pace of work within the City, it is necessary to have qualified staff to support and to keep up with the daily needs within the City Departments; and

WHEREAS, it is important to have staff in place with the skills necessary to keep up with demanding work load which will also provide additional growth opportunities; and

WHEREAS, the City has recommended adopting a new classification of Administrative Assistant III; and

WHEREAS, this position will be represented by Service Employees International Union (SEIU) 1021, is FLSA Non-Exempt and will be added to the Grade-Step Table at Grade 47;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop, does hereby approve the new job classification of Administrative Assistant III.

PASSED AND ADOPTED this 12th day of August 2019, by the following vote:

AYES:

NOES:

ABSENT:

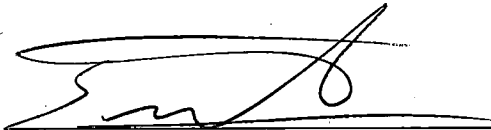
ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
ADMINISTRATIVE ASSISTANT III**

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under general supervision, performs routine and complex tasks and duties assigned to classes within the Administrative Assistant series by providing office, clerical and administrative support to management staff, and other staff, in one or more departments as needed; interprets and applies policies, procedures and work methods associated with assigned duties; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Administrative Assistant III** is an advanced level class in the Administrative Assistant series in which incumbents are expected to independently perform the full scope of assigned duties conforming to policy and requirements. Incumbents perform a full range of office and administrative support duties, preparation of reports, and preparing responses to public inquiries with a high level of administrative detail. This classification is distinguished from the next higher classification of Senior Administrative Assistant in that the latter supervises, assigns, oversees and reviews work of lower level staff.

SUPERVISION RECEIVED/EXERCISED:

Receives general supervision from a department head and/or management staff. May provide technical and functional supervision to lower level administrative positions.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Performs a wide variety administrative duties for the Department Head, management staff, and other staff, in one or more departments.
- Organizes own work, sets priorities, meets deadlines.
- May assist or be responsible for organizing and coordinating the work of an office or function.
- Answers phone and greets customers at the front counter; responds to questions and concerns from the general public; provides information as is appropriate and responds to complaints.
- Composes independently or from oral instructions, notes or rough draft, a variety of materials including inter-office communications, letters, forms, memoranda, bulletins, legal documents, notices and other materials; proofreads and verifies accuracy of documents; transcribes dictation from a mechanical source.
- Prepares a wide variety of reports and forms requiring independent assembly of information, judgment and interpretation; prepares routine agenda reports, ordinances and resolutions for City Council and/or various Commissions.
- Coordinates, schedules and attends a variety of public and private meetings as assigned; assures proceedings comply with established requirements; prepares and sends out notices of meetings; maintains appointment and activity calendar; reserves facilities; collects and compiles information for meetings; prepares agendas, supplemental materials and other documents; takes and transcribes minutes as directed.
- Researches and assembles information from a variety of sources for the completion of claims,

- reports, and responses to record requests.
- Reviews reports for possible action on accidents involving City property or employees; obtains reports and information from other City departments; prepares reports and reviews for accuracy and errors and makes recommendations for action.
 - Confers with claimants, departments, vendors, and other members of the public on matters specifically assigned.
 - Assures timely communications between assigned office and City employees; initiate and receive phone calls to receive and transmit information; resolve issues as appropriate.
 - Coordinate travel arrangements and hotel reservations as necessary; prepare and assure proper completion of reimbursement forms.
 - Reviews applications, permits, records and files to determine accuracy and completeness; receives and processes fees, fines or other money; prepares receipts and balances money received; performs accounts payable and receivable for assigned department; assists with the development, administration and monitoring of a department's budget.
 - Tracks and monitors outside contracts; applies and monitors compliance for various grants for assigned programs.
 - Acts as a liaison with City employees and management on a variety of issues.
 - Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Assistant III**. A typical way of obtaining the required qualifications is to possess the equivalent of four years of significant directly related and progressive clerical experience related to municipal government or a related field, and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license may be required for some positions.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position. The level and scope of the knowledge and abilities listed below vary between the I and II levels.)*

Knowledge of:

Standard office and administrative policies and procedures; City codes and ordinances; depending on assignment, knowledge of accounting, clerical, construction and computer terminology may be required; 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:

Provide general clerical support to one or more departments; read, understand, and review documents for accuracy and relevant information; use applicable office terminology, forms, documents, and procedures in the course of the work; read, understand and explain plans, maps, aerial photos, drawings, reports, applications, construction documents, and specifications; learn the policies, procedures, and guidelines of the Department to which assigned in a timely manner; maintain a high level of confidentiality; maintain accurate office files; compose correspondence or documents; meet critical deadlines; deal successfully with the public, in person and over the telephone; courteously respond to community issues, concerns and needs; 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 office equipment, including a computer and variety of word processing and software applications.

Historical Data

Adopted: August 12, 2019

Resolution: 19-_____

Unit: SEIU

Pay Grade: Grade 47

FLSA Status: Non-Exempt

**CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW

RECOMMENDATION: Adopt Resolution Approving a Policy to Guide Staff Interpretation of Development Impact Fees and the Municipal Code as They Relate to Accessory Dwelling Units to Conform to State Law

SUMMARY:

Accessory Dwelling Units (ADUs) are defined as attached or detached secondary dwelling units with complete independent living facilities for one or more persons. The California Department of Housing and Community Development (HCD) has established laws through the state legislature to reduce the burden on ADU development. The subsequent state laws require some interpretation and standardization by the local agency to ensure consistency among projects.

Pursuant to the California Government Code Division 1 Chapter 5, Chapter 7 and Section 65852.2, ADUs that conform to the definition and requirements set forth by the Government Code shall not be considered by a local agency to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was constructed with a new single-family home.

It is the interpretation by City staff of this Government Code that Capital Facility Fees (CFFs) related to sewer and water connections shall not apply to ADUs. Further, the requirements for right-of-way and public utility easement dedication, frontage improvements, and utility connection requirements set forth by the City of Lathrop Municipal Code Sections 12.12.070, 12.12.040, and 13.16.040 are not applicable to ADUs.

All CFFs not related to sewer and water connections are applicable to ADUs as long as such fees are allowed to be applied by State Law. In an effort to be consistent with neighboring Cities, all applicable CFFs will be applied at the Multi-Family dwelling rate. The Multi-Family dwelling rate provides a discount as compared to the Single Family dwelling rate to promote development of ADUs within Lathrop.

Staff recommends that City Council approve this policy to guide staff interpretation of development impact fees and the Municipal Code as they relate to accessory dwelling units to conform to state law.

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING**APPROVE POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW****BACKGROUND:**

Accessory Dwelling Units (ADUs) are defined as attached or detached secondary dwelling units with complete independent living facilities for one or more person. ADUs address the needs of individuals or small families seeking living quarters in high opportunity areas with limited space. The California Department of Housing and Community Development (HCD) has established laws through the state legislature to promote development of ADUs in an effort to supplement the shortage of available housing.

Pursuant to the California Government Code Division 1 Chapter 5, Chapter 7 and Section 65852.2, dwelling units that meet the HCD definition of an ADU, shall not be considered by a local agency to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was construction with a new single-family home.

The foregoing statements are interpretations and clarifications by City Staff of the applicability of CFFs and Lathrop Municipal Code to ADUs that meet the definition and requirements set forth by the California Government Code. The foregoing statements are not applicable to ADUs constructed at the same time as the primary dwelling unit:

1. Water Connection Fees

Connection to the City water system independent of the existing dwelling unit on the parcel is not required. The ADU shall be connected to the water service for the existing dwelling unit. If independent connection to the City water system is requested, CFFs and capacity fees related to additional use are not applicable. Connections to the City system will be approved through a City Encroachment Permit and the applicant will be responsible for all cost including but not limited to engineering, construction and permitting.

2. Sewer Connection Fees

Connection to the City sewer system independent of the existing dwelling unit on the parcel is not required. The ADU shall be connected to the sewer service for the existing dwelling unit. If connection to the City sewer system is requested, CFFs and capacity fees related to additional use are not applicable. Connections to the City system will be approved through a City Encroachment Permit and the applicant will be responsible for all cost including but not limited to engineering, construction and permitting.

Use or expansion of an existing septic system shall be approved by the San Joaquin County Health Department. The City will allow use or expansion of an existing septic system if it is approved by the County.

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

APPROVE POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW

3. Other Development Impact Fees and Requirements

CFFs not related to sewer and water connection or capacity including but not limited to Culture and Leisure, Municipal Services, transportation, levee impact and reimbursements apply to ADUs at the Multi-Family Dwelling rate.

Requirements for right-of-way and public utility easement dedications, street frontage improvements, and utility connection requirements set forth by the City of Lathrop Municipal Code Sections 12.12.070, 12.12.040, and 13.16.040 are not applicable to ADUs.

These interpretations and clarifications shall be in effect as long as required by California law.

REASON FOR RECOMMENDATION:

Council is requested to approve this policy to guide staff interpretation of development impact fees and the Municipal Code as they relate to accessory dwelling units to conform to state law. A policy is needed at this time due to the ambiguity of the state law related to ADUs and the growing number of applications for ADUs in the City of Lathrop.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Resolution Approving a Policy to Guide Staff Interpretation of Development Impact Fees and the Municipal Code as They Relate to Accessory Dwelling Units to Conform to State Law

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

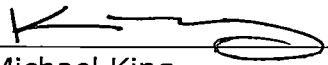
APPROVE POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT
IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY
DWELLING UNITS TO CONFORM TO STATE LAW

APPROVALS:



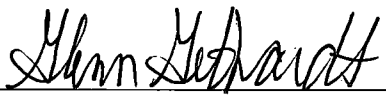
Brad Taylor
Associate Engineer

8/7/19
Date



Michael King
Assistant Director of Public Works

8-7-19
Date




Glenn Gebhardt
City Engineer

8/7/19
Date



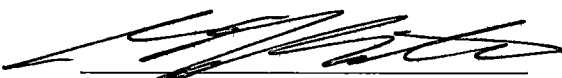
Cari James
Finance & Administrative
Services Director

8/8/19
Date



Salvador Navarrete
City Attorney

8.7.19
Date



Stephen J. Salvatore
City Manager

8.8.19
Date

RESOLUTION NO. 19 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A POLICY TO GUIDE STAFF INTERPRETATION OF DEVELOPMENT IMPACT FEES AND THE MUNICIPAL CODE AS THEY RELATE TO ACCESSORY DWELLING UNITS TO CONFORM TO STATE LAW

WHEREAS, Accessory Dwelling Units (ADUs) are defined as attached or detached secondary dwelling units with complete independent living facilities for one or more persons; and

WHEREAS, the California Department of Housing and Community Development (HCD) has established laws through the state legislature to reduce the burden on ADU development; and

WHEREAS, pursuant to California Government Code Division 1 Chapter 5, Chapter 7 and Section 65852.2, ADUs meeting the definition and requirements set forth by the Government Code shall not be considered by a local agency to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, unless the ADU was construction with a new single-family home; and

WHEREAS, City staff wishes to provide clarification on the state laws to maintain consistency between projects and the foregoing clarifications shall be in effect as long as allowed by California law. The foregoing statements are not applicable to ADUs constructed at the same time as the primary dwelling unit:

1. Water Connection Fees

Connection to the City water system independent of the existing dwelling unit on the parcel is not required. The ADU shall be connected to the water service for the existing dwelling unit. If independent connection to the City water system is requested, CFFs and capacity fees related to additional use are not applicable. Connections to the City system will be approved through a City Encroachment Permit and the applicant will be responsible for all cost including but not limited to engineering, construction and permitting.

2. Sewer Connection Fees

Connection to the City sewer system independent of the existing dwelling unit on the parcel is not required. The ADU shall be connected to the sewer service for the existing dwelling unit. If connection to the City sewer system is requested, CFFs and capacity fees related to additional use are not applicable. Connections to the City system will be approved through a City Encroachment Permit and the applicant will be responsible for all cost including but not limited to engineering, construction and permitting.

Use or expansion of an existing septic system shall be approved by the San Joaquin County Health Department. The City will allow use or expansion of an existing septic system if it is approved by the County.

3. Other Development Impact Fees and Requirements

CFFs not related to sewer and water connection or capacity including but not limited to Culture and Leisure, Municipal Services, transportation, levee impact and reimbursements apply to ADUs at the Multi-Family Dwelling rate.

Requirements for right-of-way and public utility easement dedications, street frontage improvements, and utility connection requirements set forth by the City of Lathrop Municipal Code Sections 12.12.070, 12.12.040, and 13.16.040 are not applicable to ADUs.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the application of Capital Facility Fees and Municipal Code to accessory dwelling units as described herein as long as required by California law.

The foregoing resolution was passed and adopted this 12th day of August 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

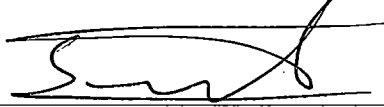
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**PAGE LEFT
INTENTIONALLY
BLANK**

REASON FOR RECOMMENDATION:

The City's boom truck has exceeded its useful life and can no longer meet industry safety standards. The City cannot properly maintain essential utility infrastructure without the ability to lift heavy material and equipment. A telescopic handler is a versatile machine widely used in the construction industry and will meet the needs of the Operations and Maintenance Division of the Public Works Department.

FISCAL IMPACT:

The total cost of the telescopic handler was \$109,717. The approved fiscal year 2019/20 budget did not include the purchase of the telescopic handler, therefore, a budget amendment in the amount of \$109,717 will be required. A total of \$44,467 will be carried over from fiscal year 2018/19 into fiscal year 2019/20 to cover forty percent of the cost. The remaining sixty percent in the amount of \$62,250 is proposed to be funded with the available capital replacement reserves balance in the Storm Drain Fund 2510, Stonebridge Drainage and Lighting Fund 2560, Mosssdale CFD Fund 2570/2590, Mosssdale Landscape and Lighting Fund 2580/2610, Water Fund 5620, Sewer Fund 6010, and the Sewer West I5 Fund 6080. City staff is requesting Council approve the following budget amendment:

Decrease Appropriations

2500-5021-450-3800	\$6,584
2510-5020-420-5800	\$3,141
2510-5020-430-2600	\$3,049
2550-5060-430-2600	\$549
6080-5034-420-5800	\$9,200
2510-243-0000	\$2,039
2560-243-0000	\$4,389
5620-243-0000	\$30,721
6010-243-0000	\$12,069
6080-243-0000	\$8,355

Increase Transfer Out

Mosssdale CFD Capital Replacement	
2590 -9900-990-9010	\$6,583
Mosssdale Landscape & Lighting Capital Replacement	
2610-9900-990-9010	\$1,098

Increase Transfer In

2570 -9900-393-0000	\$6,583
2580-9900-393-0000	\$1,098

**CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
RATIFY PURCHASE OF A TELESCOPIC HANDLER**

Increase Appropriation

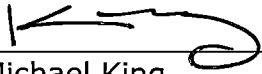
2500-5021-450-2000	\$6,584
2510-5020-450-2000	\$8,229
2550-5060-450-2000	\$549
2560-5061-450-2000	\$4,389
2570-5063-450-2000	\$6,583
2580-5064-450-2000	\$1,098
5620-5050-450-2000	\$30,721
6010-5030-450-2000	\$12,069
6080-5034-450-2000	\$17,555

ATTACHMENTS:

- A. Resolution Ratifying City Manager's Action to Purchase a Telescopic Handler for the Operations and Maintenance Division of the Public Works Department, and Approve Related Budget Amendment

**CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
RATIFY PURCHASE OF A TELESCOPIC HANDLER**


APPROVALS:



Michael King
Assistant Director of Public Works

8-6-19

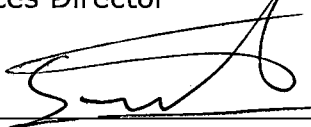
Date



Cari James
Finance & Administrative
Services Director

8/8/19


Date



Salvador Navarrete
City Attorney

8-7-19

Date



Stephen J. Salvatore
City Manager

8-8-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S ACTION TO PURCHASE A TELESCOPIC HANDLER FOR THE OPERATIONS AND MAINTENANCE DIVISION OF THE PUBLIC WORKS DEPARTMENT, AND APPROVE RELATED BUDGET AMENDMENT

WHEREAS, the Operations and Maintenance Division of the Public Works Department relies upon a boom truck, a crane attached to a large flatbed truck, to maintain utility infrastructure; and

WHEREAS, the City's boom truck has exceeded its useful life and can no longer meet industry safety standards; and

WHEREAS, the City cannot properly maintain utility infrastructure without the ability to lift heavy material and equipment; and

WHEREAS, a telescopic handler is a versatile machine widely used in the construction industry and will meet the needs of the Operations and Maintenance Division of the Public Works Department; and

WHEREAS, the total cost of the telescopic handler was \$109,717; and

WHEREAS, section 2.36.080 "Emergency Procedures" of the Lathrop Municipal Code (LMC) allows for the elimination of the purchasing procedures in an effort to efficiently and timely maintain essential public services; and

WHEREAS, the City Manager approved the immediate purchase of a telescopic handler to preserve public health and safety; and

WHEREAS, the approved fiscal year 2019/20 budget did not include the purchase of the telescopic handler, therefore, a budget amendment in the amount of \$109,717 will be required.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby ratifies the City Manager's action to purchase a telescopic handler for the Operations and Maintenance Division of the Public Works Department and approves the following Budget Amendment:

Decrease Appropriations

2500-5021-450-3800	\$6,584
2510-5020-420-5800	\$3,141
2510-5020-430-2600	\$3,049
2550-5060-430-2600	\$549
6080-5034-420-5800	\$9,200
2510-243-0000	\$2,039

2560-243-0000	\$4,389
5620-243-0000	\$30,721
6010-243-0000	\$12,069
6080-243-0000	\$8,355

Increase Transfer Out

Mossdale CFD Capital Replacement 2590 -9900-990-9010	\$6,583
Mossdale Landscape & Lighting Capital Replacement 2610-9900-990-9010	\$1,098

Increase Transfer In

2570 -9900-393-0000	\$6,583
2580-9900-393-0000	\$1,098

Increase Appropriation

2500-5021-450-2000	\$6,584
2510-5020-450-2000	\$8,229
2550-5060-450-2000	\$549
2560-5061-450-2000	\$4,389
2570-5063-450-2000	\$6,583
2580-5064-450-2000	\$1,098
5620-5050-450-2000	\$30,721
6010-5030-450-2000	\$12,069
6080-5034-450-2000	\$17,555

The foregoing resolution was passed and adopted this 12th day of August 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.7

CITY MANAGER'S REPORT AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENTS FOR RIGHT-OF-WAY CONSULTING SERVICES WITH DOKKEN ENGINEERING AND ASSOCIATE ENGINEERING GROUP**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with Dokken Engineering for Right-of-Way Consulting Services and Amendment No. 1 for Associated Engineering Group Related to the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 and Authorizing Related Budget Amendment**

SUMMARY

City Council approved the creation of Capital Improvement Project (CIP) Public Streets (PS) 15-02 for the intersection improvements of Louise Avenue and McKinley Avenue. A professional services agreement with Associated Engineering Group for the design engineering of PS 15-02 was approved during the March 11, 2019 City Council regular meeting. According to the McKinley Avenue Precise Plan Line, additional right-of-way is needed to complete the intersection improvements.

In June of 2019, staff requested proposals for right-of-way consulting services from four (4) firms. After reviewing and evaluating the proposals, Dokken Engineering was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

The professional services proposal from Associated Engineering Group included add alternatives related to environmental consulting services. With the acquisition of right-of-way, the add alternatives are necessary to increase the scope of the environmental consulting services to satisfy Caltrans requirements associated with the federal funding for the project.

Staff requests that City Council authorize the following:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation fund.

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING**APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT****BACKGROUND**

The City's Traffic Monitoring Plan (TMP) calls for upgrades to the Louise Avenue and McKinley Avenue intersection. Louise Avenue is a key east and west route for trucks and vehicles traveling between Lathrop, Manteca and unincorporated San Joaquin County. In 2015, City Council approved the creation of CIP PS 15-02 Louise Avenue and McKinley Avenue Intersection Improvement Project to widen Louise Avenue, modify lane configurations and upgrade the traffic signal equipment at the intersection. Staff applied for and received federal Congestion Mitigation and Air Quality (CMAQ) funding from the San Joaquin Council of Governments (SJCOG) in the amount of \$400,000 to construct the improvements.

The project will provide protected left-turns for both eastbound and westbound Louise Avenue. The intersection will be widened to provide exclusive left-turn lanes for all directions and will satisfy the Federal Highway Administration (FHWA) Surface Transportation Assistance Act (STAA) truck route requirements for truck access to local businesses.

According to the McKinley Avenue Precise Plan Line, additional right-of-way is needed to complete the intersection improvements. In June of 2019, staff requested proposals for right-of-way consulting services from four (4) firms. After reviewing and evaluating the proposals, Dokken Engineering was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

The professional services proposal from Associated Engineering Group included add alternatives related to environmental consulting services. With the acquisition of right-of-way, the add alternatives are necessary to increase the scope of the environmental consulting services to satisfy Caltrans requirements associated with the CMAQ funding.

Staff requests that City Council authorize the following:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation fund.

**AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY
CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED
ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY
AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT**

REASON FOR RECOMMENDATION

Right-of-way acquisition is required to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02. Staff recommends City Council approve a Professional Services Agreement with Dokken Engineering, Amendment No. 1 with Associated Engineering, and the related budget amendment for CIP 15-05 in the amount of \$71,327 necessary to advance the project.

FISCAL IMPACT:

Staff requests that City Council authorize the following:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation fund.

CIP PS 15-02 currently holds a budget of \$109,330.50 for engineering services. The CMAQ funding can only be used for construction, therefore, staff requests a budget amendment in the amount of \$71,327 from the Local Transportation CFF Fund (2250) to acquire the necessary right-of-way for advancement of the Louise Avenue and McKinley Avenue Intersection Project, PS 15-02.

Transfer Out	
2250-99-00-990-90-10	\$71,327
Transfer In	
3310-9900-393-0000 PS 15-02	\$71,327
Increase Expense	
3310-8000-420-8400 PS 15-02	\$71,327

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING


APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT

ATTACHMENTS:

- A. Resolution Approving a Professional Services Agreement with Dokken Engineering for Right-of-Way Consulting Services and Amendment No. 1 for Associated Engineering Group Related to the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 and Authorizing Related Budget Amendment
- B. Agreement for Professional Services with Dokken Engineering for Right-of-Way Consulting Services
- C. Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group

CITY MANAGER'S REPORT **PAGE 5**
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL SERVICES AGREEMENT FOR RIGHT-OF-WAY
CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED
ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY
AVENUE PROJECT CIP PS 15-02 AND A BUDGET AMENDMENT

APPROVALS




Brad Taylor
Associate Engineer

8/8/19
Date




Michael King
Assistant Director of Public Works

8-8-19
Date



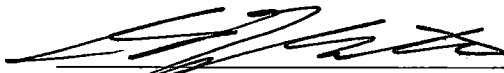
Cari James
Finance & Administrative
Services Director

8/8/19
Date



Salvador Navarrete
City Attorney

8-8-19
Date



Stephen J. Salvatore
City Manager

8.8.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR RIGHT-OF-WAY CONSULTING SERVICES AND AMENDMENT NO. 1 FOR ASSOCIATED ENGINEERING GROUP RELATED TO THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION CAPITAL IMPROVEMENT PROJECT PS 15-02 AND AUTHORIZE RELATED BUDGET AMENDMENT

WHEREAS, the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02 was included in the approved FY 2019/20 budget; and

WHEREAS, the project consists of the installation of new traffic signals and widening the intersection of Louise Avenue and McKinley Avenue; and

WHEREAS, the intersection improvements will help reduce delays, excessive traffic back up and provide Surface Transportation Assistance Act (STAA) truck route compliance; and

WHEREAS, staff applied for and received federal Congestion Mitigation and Air Quality (CMAQ) funding from San Joaquin Council of Governments (SJCOG) in the amount of \$400,000 to construct the improvements; and

WHEREAS, a Professional Services Agreement with Associated Engineering Group was approved for the design engineering of PS 15-02 during the March 11, 2019 City Council meeting; and

WHEREAS, right-of-way consulting services and acquisition are needed to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02; and

WHEREAS, staff requested proposals for right-of-way consulting services from four (4) firms and received proposals from four (4) firms and Dokken Engineering was selected based on previous work history, qualifications, positive references, and their overall understanding of the project requirements; and

WHEREAS, the professional services proposal from Associated Engineering Group included add alternatives related to environmental consulting services. With the acquisition of right-of-way, the add alternatives are necessary to increase the scope of the environmental consulting services to satisfy Caltrans requirements associated with the CMAQ funding; and

WHEREAS, staff is requesting City Council to authorize the following necessary to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02:

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.

- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation CFF Fund (2250).

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the following necessary to advance the Louise Avenue and McKinley Avenue Intersection Improvement Project PS 15-02

- A Professional Services Agreement with Dokken Engineering in the amount of \$22,024 plus a 15% contingency for a total cost of \$25,327.
- Amendment No. 1 to the Professional Services Agreement with Associated Engineering Group in the amount of \$40,000 plus a 15% contingency for a total cost of \$46,000.
- Related budget amendment for CIP 15-02 in the amount of \$71,327 from the Local Transportation CFF Fund (2250).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the following budget amendment to the following accounts:

Transfer Out	
2250-99-00-990-90-10	\$71,327
Transfer In	
3310-9900-393-0000 PS 15-02	\$71,327
Increase Expense	
3310-8000-420-8400 PS 15-02	\$71,327

The foregoing resolution was passed and adopted this 12th day of August 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:


ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES WITH DOKKEN ENGINEERING

FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION CAPITAL IMPROVEMENT PROJECT PS 15-02

THIS AGREEMENT, dated for convenience this **12th day of August 2019**, is by and between Dokken Engineering ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Professional Engineering Consulting Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

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

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform Professional Engineering Consulting Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$22,024**, for the Professional Engineering Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term.

The effective date of this Agreement is **August 12, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Jamie Formico**, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

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 One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

- (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.

(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

(12) Business Licenses

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

(13) Termination

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

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

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

To City: City of Lathrop
City Clerk
390 Towne Centre
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: Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630
Phone: (916) 858-0642

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

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

(17) Notice to Proceed

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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 – CONSULTING SERVICES AGREEMENT
DOKKEN ENGINEERING PS 15-02

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7-15-19

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Accepted By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330


Stephen J. Salvatore
City Manager

Date

Consultant:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Fed ID # 68-0099664
Business License # 20485



Signature

19
7 11 37

Date

Richard A. Dokken, CEO
(Print Name and Title)

**APPRAISAL AND ACQUISITION SERVICES FOR
CITY OF LATHROP – LOUISE AVENUE & MCKINLEY AVENUE INTERSECTION**

PROJECT UNDERSTANDING

The City of Lathrop is proposing the appraisal and acquisition of right of way from parcels 198-100-09 & 198-100-10 for the intersection improvement project located at Louise Avenue and McKinley Avenue. The project involves the full acquisition of parcel 198-100-09. Parcel 198-100-10 requires a partial acquisition.

SCOPE OF SERVICES

Provided below is summary of the scope of services and deliverables Dokken Engineering will provide, as required to the City of Lathrop:

RIGHT OF WAY PROJECT MANAGEMENT AND COORDINATION SERVICES—To eliminate any unforeseen issues, Dokken Engineering’s team works closely with Caltrans or applicable funding sources to ensure all changes regarding certification, documentation, and procedures are implemented. By coordinating our efforts with Caltrans, Dokken Engineering ensures that all the current documentation and procedures are used for all right of way efforts for local public agency projects.

Dokken Engineering will do the following once a task is assigned:

- Review title reports and implement solutions for items that may affect title or cause a delay in escrow;
- Provide all gathered information to the appraiser and attain a detailed timeline to complete the assigned task;
- Monitor progress and provide any additional information to the designated appraiser;
- Review all reports supplied by the appraiser for quality assurance;
- Provide draft reports to the review appraiser for final review and recommendations;
- Prepare draft acquisition documentation for Client review and approval;
- Provide final appraisal report, appraisal review, and acquisition documentation to the Client for final review;
- Prepare staff reports for approval of just compensation;
- Make offers in person to each property owner;
- Attain executed acquisition documentation from each affected property owner;
- Provide possession documentation in lieu of purchase contracts;
- Supply condemnation support, if required;
- Deliver fully executed documentation to escrow/title officers to close escrow and provide title insurance;
- Coordinate the close of escrow and provide original copies of acquisition files to the Client;
- Provide the Client with original acquisition files.

Dokken Engineering will be available to attend meetings as the Client determines is necessary. Project meetings to discuss the project schedule and to address challenges as they arise will be recommended. Dokken Engineering will provide a project tracking table with milestone dates to the Client on a regular schedule.

Dokken Engineering is available to attend Project Delivery Meetings (PDT) with the City. Additionally, when needed, Dokken Engineering can meet with the Board of Supervisors to provide clarification or information on right of way acquisition matters. Dokken is also available, at the request of the City, to attend any Public Community Meetings regarding the project.

Dokken's right of way agents will meet in person with property owners or the owner's representative at the location of their choosing, whether it be the subject property, the owner's home, or a neutral location. Dokken's right of way agents will work with property owners' schedules and are available to meet outside of normal business hours and on weekends, when required. Dokken will continue to meet with owners throughout the negotiations process until the acquisition process has been finalized. Lastly, during the escrow coordination process, Dokken will be available to the property owners to provide any necessary notary services required for the escrow documentation.

Dokken Engineering's project management philosophy is to treat every client as if they are our only client. We are immediately available in person, by phone, and by e-mail. For us, project management means contract compliance, accurate file systems, budgets, schedules, and assembling the appropriate team to do the job right. It means monitoring sub-consultant work, progress reporting, and assisting our clients with the hundreds of details involved with project delivery. Dokken Engineering uses a consistent project management approach on all projects:

"No Surprises" Communication with our Clients – Dokken Engineering maintains constant communication with our clients. Emerging issues are brought to our client's attention, along with proposed solutions. Additionally, Dokken maintains communication with our subconsultants in order to keep everyone up to date and on schedule.

Clear, Concise, and Complete Reporting – Dokken Engineering can provide both weekly and monthly progress reports that include accomplished tasks, upcoming tasks, pending issues, and scheduled completion target dates. We coordinate and facilitate regular progress and team meetings and prepare all exhibits and handouts.

Project Schedule Monitoring – Each of Dokken Engineering's projects is guided by a project baseline schedule, clear milestones, major activities, and deliverables at a level of detail appropriate to the project. The schedule drives the project, not the reverse.

Budget Control – The key to preserving budgets is to start on time, get it right, and meet submittal deadlines. Dokken Engineering utilizes the same staff from beginning to end. This eliminates inefficient orientation time and repeated site visits for new team members.

PROJECT TRACKING TABLE – Jamie Formico will maintain the project tracking table and ensure that it is sent to the Client on the regularly requested schedule. As a component of effective project management and in an effort to keep the project on schedule and the Client current with acquisition data, a project tracking table will be created. This table will outline milestones and supply completion dates, comments and any additional information the Client may request.

⇒ Deliverables: Project Tracking Table

ORDER TITLE REPORTS/TITLE RESEARCH – Dokken will order preliminary title reports for parcels 198-100-09 & 198-100-10. Upon receipt of preliminary title reports, Dokken Engineering right of way team will perform all necessary research for each parcel being acquired. Agents may resolve or oversee resolution of problems relating to unusual circumstances with regard to title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

⇒ Deliverables: Resolution of title issues

**APPRAISAL AND ACQUISITION SERVICES FOR
CITY OF LATHROP – LOUISE AVENUE & MCKINLEY AVENUE INTERSECTION**

APPRAISAL PROCESS – Appraisals will be completed for parcels 198-100-09 & 198-100-10. 198-100-09 will be appraised as a full acquisition. For parcel 198-100-10, the appraiser will value the project requirements and complete a separate valuation within the same report for the ultimate right of way needed per the City's specific plan for McKinley Avenue. The appraisals will be completed by licensed General Real Estate Appraisers. Notice of intent to appraise letters along with acquisition policy brochures will be provided to all impacted property owners. Appraisals will be arranged so that the property owner may accompany the appraiser during the inspection of the property. This allows the property owner the opportunity to provide additional information to the appraiser.

All appraisals will be prepared by an appraiser licensed with the State of California and will comply with all laws applicable to the specific appraisal and the Uniform Standards of Professional Appraisal Practice 49 CFR 24.2(a)(3). Appraisals will include a summary and a complete analysis for all valuation conclusions. Documentation obtained during the inspection, such as pictures, will be included in each report. Title information pertaining to ownership, drawings, and information relative to the parcel will be reviewed by the appraiser.

⇒ Deliverables: Appraisals Reports

OBTAIN APPRAISAL REVIEW REPORTS – Appraisal Reviews will be completed by a Certified General Real Estate Appraiser. Upon acceptance and approval of the property appraisals, an independent appraisal review will be completed by Dokken Engineering's subconsultant. The review includes inspecting sales to determine comparability, reviewing appraisal for conformance to Uniform Standards of Professional Appraisal Practice, reviewing "highest and best use" conclusions, examining valuation methods, analyzing exhibits, checking mathematical calculations, and preparing a narrative report that describes the review process and sets forth the reasoning behind the review. An appraisal review is recommended to ensure that the appraisal is based on sound appraisal theory, contains appropriate documentation to support the appraisers' conclusions and complies with regulatory codes. A recommendation of just compensation is then made based on the reviewed, collected, assembled, correlated, and analyzed data.

⇒ Deliverables: Appraisal Review Reports

SUMMARY STATEMENT – Dokken Engineering will complete a Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16) for each property. This document will be delivered to property owners with the offer package during the initial meeting.

⇒ Deliverables: Summary Statement Relating to the Purchase of Real Property or an Interest Therein (Caltrans Exhibit 8-EX-16)

NEGOTIATE FOR RIGHT OF WAY – Acquisitions will be required from two parcels. Parcel 198-100-09 will require a full acquisition. Parcel 198-100-010 will involve offering to purchase the right of way needed for the current project and include an offer to purchase the ultimate right of way needed per the City's specific plan for the area in the future.

All "Good Faith Negotiations" will be completed by Dokken Engineering's Right of Way Team. After completion of the appraisal process and just compensation determination, Dokken Engineering will prepare the offer package and meet with all owners in person to present and explain the offer package details. The offer package will include the offer letter, written summary of just compensation with supporting appraisal information, property owner exhibit showing property map with right of way take

locations, Title VI information, "Your Property – Your Transportation Project" booklet. Dokken Engineering will negotiate with the property owner to arrive at a mutually agreeable settlement and prepare necessary purchase agreements such as Grant Deeds, Easement Deeds, and Temporary Construction Easement Deeds. Dokken Engineering will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

Dokken Engineering will work closely with the Client to aid in the recommendation of the appropriate course of action with regard to the various acquisitions with property owners requesting additional compensation and/or services beyond the initial offer package. Recommended settlement packages with justifications and impasse letters will be provided to the Client for review. Working with the property owners to agreeable terms will be Dokken Engineering's focus. There may be situations where condemnation is unavoidable, such as clouds in the title. In the event the Client will need to attain property through the condemnation process, Dokken Engineering will assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, Dokken Engineering will attend, at the request of the Client, any Public Community Meetings regarding the project.

Dokken Engineering's Right of Way Agents hold California Real Estate Salesperson's Licenses and are working under the direct supervision of a California Real Estate Licensed Broker.

⇒ Deliverables: Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters

ESCROW COORDINATION – Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, Dokken will be available to assist the Client in opening escrow. Dokken will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. Dokken will work closely with the Client to assist in the timely closing of all transactions. For the convenience of the property owner, our right of way team has a California Notary who will be available to notarize any documentation that is required. Fully executed deeds and easements will be delivered to the Client for acceptance prior to recording. In the event escrow services are not required, Dokken is available to perform these services and record the required documentation.

⇒ Deliverables: Escrow Documents and Closing Statements

CALTRANS RIGHT OF WAY CERTIFICATION– Dokken will coordinate with the Client and supply all required documentation for the right of way certification. Dokken Engineering will review all acquisition documents for proper and complete execution, including formal acceptance.

⇒ Deliverables: Right of Way Certification Documentation

PROJECT CLOSE-OUT –The original acquisition file for each affected parcel will be provided to the Client upon completion of the project. Each acquisition file will contain property information, diary report, written correspondence, just compensation documentation, appraisal(s), offer package, negotiations, title documentation, copies of recorded documents, construction contract work documentation and all applicable documentation.

⇒ Deliverables: Original Acquisition Files, Construction Contract Work Documentation

RELATED EXPERIENCE

Dokken Engineering understands that successful and timely delivery of a project from inception to ribbon cutting requires attention to many details. Our experience working on both large and small projects results in superior and efficient project delivery for our clients. On the following pages is a sampling of some of our project delivery experience.

GAS POINT ROAD WIDENING PROJECT



DURATION
2017-2018

CLIENT CONTACT

Brandon Magby, SR/WA
County Right of Way Agent
Shasta County DPW
1855 Placer Street
Redding, CA 96001
(530) 225-5472

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA
Randall Blaes, Review
Appraiser

SERVICES PERFORMED

- Project Management
- Appraisals
- Document Preparation
- Acquisition

SHASTA COUNTY, California

PROJECT OVERVIEW | Shasta County Department of Public Works is preparing to widen Gas Point Road. The widening will be between Charles Street and Stonegate Drive and will consist of constructing a center turn lane with 4-foot paved shoulders with 4-foot gravel shoulders.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation and right of way certification coordination. The project involved the acquisition of right of way from 10 parcels.

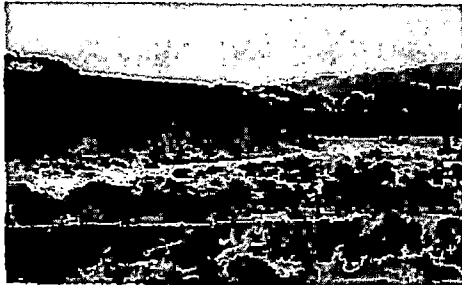


GAS POINT ROAD AT NO NAME DITCH CULVERT REPLACEMENT PROJECT

PROJECT OVERVIEW | Shasta County Department of Public Works is preparing to replace an existing box culvert at no name creek at Gas Point Road and Charles Street.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way appraisal, appraisal review, waiver valuation, preparation of just compensation documentation, property rights negotiation and right of way certification coordination. The project involved the acquisition of right of way from three properties.

GREEN TREE EXTENSION PROJECT



DURATION

2017-Current

CLIENT CONTACT

City of Victorville
Brian Gengler, City Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92393
(760) 955-5000

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA

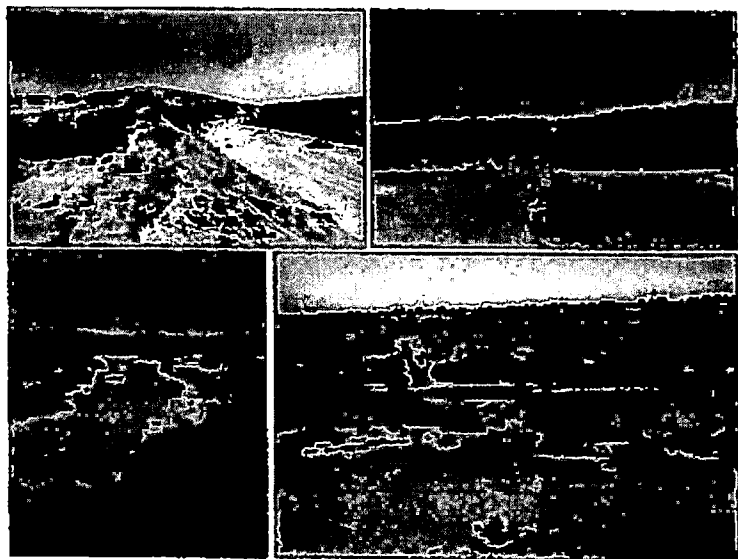
SERVICES PERFORMED

- Project Management
- Right of Way Engineering
- Preliminary Title Reports
- Surveying & Mapping
- Determining Right of Way Requirements
- Plat Maps & Legal Descriptions
- Property Owner Exhibits
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination
- Coordination with BNSF

CITY OF VICTORVILLE, California

PROJECT OVERVIEW | The Green Tree Boulevard Extension is a roadway gap closure project that would connect Yucca Loma Road in the Town of Apple Valley at the east end of the project with Hesperia Road and Green Tree Blvd in the City of Victorville at the west end of the project. It provides approximately 1.5 miles of new roadway and a 600 feet long bridge over the BNSF Railroad, where no crossing currently exists. This segment is the last link in a new east-west transportation corridor [Yucca Loma Road Bridge/Yates Road/ Green Tree Boulevard Transportation Improvement Project] providing a new route across the Mojave River developed by the Town of Apple Valley, City of Victorville and County of San Bernardino over the last several years. Projects under construction currently include the widening of Yucca Loma Road, a new bridge over the Mojave River to connect Yucca Loma Road to Yates Road, and widening of a portion of Yates Road. This segment of the project is located mostly within the City of Victorville with portions in unincorporated County of San Bernardino.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation, and escrow coordination. The project involved the acquisition of right of way from 19 parcels.



BEAR VALLEY ROAD OVER BNSF



DURATION

2009 to 2017

CLIENT CONTACT

City of Victorville
Brian Gengler, City Engineer
City of Victorville
14343 Civic Drive
Victorville, CA 92393
(760) 955-5000

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Vanessa Cothran, SR/WA
Jason Andrews, SR/WA

SERVICES PERFORMED

- Project Management
- Preliminary Title Reports
- Right of Way Engineering
- Survey & Mapping
- Determining Right of Way Requirements
- Plats Maps & Legal Descriptions
- Property Owner Exhibits
- Acquisition
- Appraisals
- Document Preparation
- Railroad Coordination
- Escrow Coordination
- Document Recording
- Caltrans Right of Way Certification Coordination

CITY OF VICTORVILLE, California

PROJECT OVERVIEW | Dokken Engineering provided preliminary engineering, alternatives analysis, and funding support services for this HBP project over the BNSF Railroad. The existing overcrossing structure is functionally obsolete and lacks shoulders and a median. Dokken Engineering studied six alternatives to improve the structure. Each alternative evaluated the key issues and constraints including, roadway geometrics, General Plan, HBP and BNSF requirements, construction staging, and right of way impacts to adjacent properties. Of the six alternatives studied, Dokken Engineering determined two to be feasible.

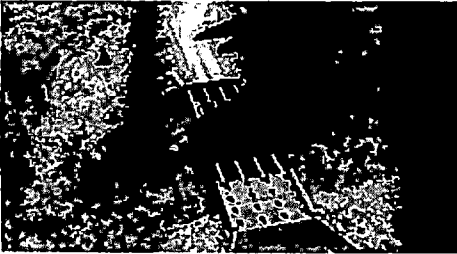
Due to the flat terrain and railroad clearance requirements, the bridge requires long, filled roadway approaches beyond the 200 feet typically funded through HBP. Dokken Engineering assisted the City in securing additional HBP funds for these long approach roadway improvements, showing Caltrans that the improvements are necessary to meet current design standards.

Dokken Engineering is currently completing final design and an application under General Order 88-B for a Modified Existing Rail Crossing. As part of that application, close design coordination is occurring with BNSF Railroad to gain structure and construction staging buy-in early in the design process, resulting in a project concurrence letter at 95% design. BNSF concurrence is a critical part of the CPUC modified crossing application.

RIGHT OF WAY SERVICES | Dokken Engineering's Right of Way Team will provide acquisition services for eight parcels, including BNSF railroad. Dokken has an established relationship with BNSF and holds monthly meetings to discuss on-going projects and crucial deadlines.



TRINITY COUNTY HBP BRIDGE PROJECTS



DURATION
2016- 2017

CLIENT CONTACT
André Catellier, PE – President
RNR Construction
8589 Thys Court
Sacramento, CA 95828
(916) 379-0957

KEY STAFF INVOLVEMENT
Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA
Randall Blaesi, Review
Appraiser

SERVICES PERFORMED

- Project Management
- Right of Way Engineering
- Preliminary Title Reports
- Surveying & Mapping
- Determining Right of Way Requirements
- Plat Maps & Legal Descriptions
- Property Owner Exhibits
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination

CENTRAL FEDERAL LANDS HIGHWAY DIVISION Trinity County, California

PROJECT OVERVIEW | Dokken Engineering teamed with RNR Construction to design and construct five bridge replacements in Trinity County, California. In addition to the bridge replacement, the project also included; approach roadway improvements, safety improvements and erosion control measures.

The project was awarded through an innovative design-build contract format that included all right of way acquisition, environmental compliance, design, construction, and quality management to be completed in a 10-month project schedule. The project is being administered by Central Federal Lands Highway Division, a division of the Federal Highway Administration.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation, escrow coordination and FHWA right of way certification coordination. Right of Way acquisition was closed in 6 weeks to meet the aggressive schedule, and all acquisitions were completed in April of 2017. Construction was completed in October 2017.



**GOLD HILL ROAD AT AUBURN RAVINE
BRIDGE REPLACEMENT PROJECT**

PLACER COUNTY, California



DURATION
2017-2018

CLIENT CONTACT

John P. Weber, SR/WA
Placer County Dept. of Public Works
3091 County Center Drive, Suite 220
Auburn, CA 95603-2614
(530)745-7564

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cathran, SR/WA
Dwight Pattison, Appraiser
Mike Pattison, Appraiser

SERVICES PERFORMED

- Project Management
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination

PROJECT OVERVIEW | Placer County is proposing the replace the existing bridge on Gold Hill Road over Auburn Ravine. The existing bridge is 86 years old and classified as structurally deficient.

The existing Auburn Ravine Bridge is a 65 feet long and 23 feet wide single span-reinforced-concrete arch bridge (built in 1930) located approximately 0.65 miles north of SR-193. The proposed improvements include the replacement of the existing bridge with a cast-in-place post-tensioned concrete box girder bridge. The proposed bridge will be approximate 92 feet long and will be supported on seat type abutments, supported by cast-in-drilled-hole piles, if necessary. The abutments will be located behind the existing abutments and will be placed outside the limits of the Ordinary High Water Mark. Excavation depth at the abutments will be up to 20 feet, measured from the existing roadway surface. The Gold Hill Road bridge profile will be raised to provide hydraulic clearance required for the design hydrologic event. The top of the new bridge will be between one and three feet higher than the top of the existing bridge.

The roadway alignment will remain at relatively the same location as the existing roadway alignment. The roadway approaches would be widened from 20 feet to 32 feet wide and raised by a maximum of approximately eight feet to conform to the replacement structure. The new approaches would consist of two twelve-foot lanes with four-foot shoulders and will extend approximately 460 feet south of the bridge and 860 feet north of the bridge, providing a smooth transition from the new bride to the existing roadway

The project is being completed under the Federal Highway Bridge Program (HBP).

RIGHT OF WAY SCOPE | Dokken was responsible for right of way appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation and right of way certification coordination. The project involved the acquisition of right of way from nine parcels.



US-50/WESTERN PLACERVILLE INTERCHANGES



DURATION

Phase 1 = 2008

Phase 2 = 2017

CLIENT CONTACT

Rebecca Neves – City Engineer
City of Placerville
3101 Center Street Placerville, CA
95667
(530) 642-5250

KEY STAFF INVOLVEMENT

Jamie Formico, SR/WA
Jason Andrews, SR/WA
Vanessa Cothran, SR/WA
Dwight Pattison, Appraiser
Mike Pattison, Appraiser

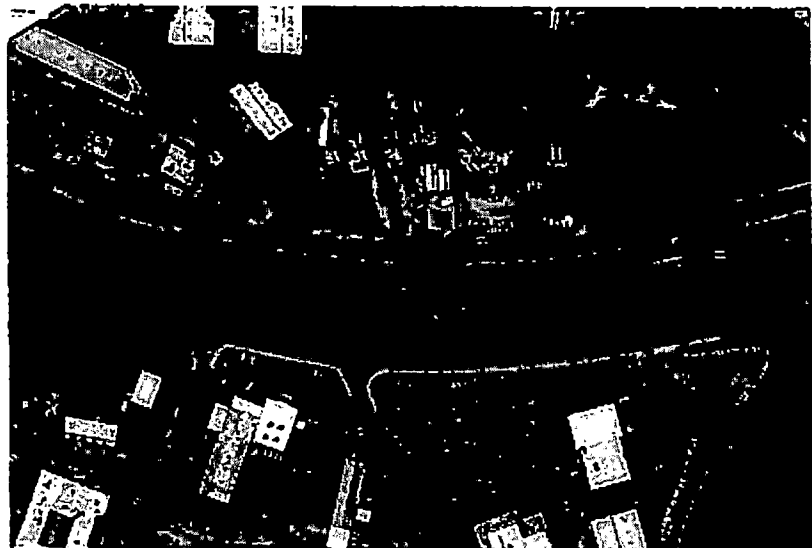
SERVICES PERFORMED

- Project Management
- Right of Way Engineering
- Preliminary Title Reports
- Surveying & Mapping
- Determining Right of Way Requirements
- Plat Maps & Legal Descriptions
- Property Owner Exhibits
- Appraisals
- Document Preparation
- Acquisition
- Escrow Coordination
- Caltrans Right of Way Certification

CITY OF PLACERVILLE, California

PROJECT OVERVIEW | The project improved local and regional traffic operations and to accommodate the projected 20-year increases in traffic volumes within the project area. The design of the project will be developed in four phases. Dokken completed PS&E of Phase 1 (built in 2013) and has recently finalized PS&E on the subsequent phases and performed the following for all phases right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, waiver valuations in lieu of appraisals, preparation of just compensation documentation, property rights negotiation, escrow coordination and Caltrans right of way certification Coordination.

RIGHT OF WAY SCOPE | Dokken was responsible for right of way engineering, ordering and reviewing preliminary title reports, surveying and mapping, determining right of way requirements, producing plat maps and legal descriptions, preparing property owner exhibits, appraisal and appraisal review, preparation of just compensation documentation, property rights negotiation, and escrow coordination. The project involved the acquisition of right of way from four parcels. The interchange is located on Highway 50 a Caltrans owned roadway. Caltrans reviewed and commented on the appraisals, appraisal reviews, acquisition documentation and the coordination of property owned by the County of El Dorado transferred to the City of Placerville.



RESPONSIBLE PERSONNEL

Dokken's right of way team will be led by Jamie Formico. She will be supported by developed staff and independent appraisers who have worked together on many right of way projects. Her resume, as well as those of our key staff and appraisers, can be reviewed in the Appendix.

JAMIE FORMICO, SR/WA, R/W-NAC, R/W-RAC | Project Manager

Jamie Formico has 17 years of right of way project management, real property acquisition and relocation experience. She is an active member of the International Right of Way Association and past president for Chapter 27, as well as past Vice Chair of the International Transportation Committee. Most recently, she was awarded Project Manager of the Year by the Sacramento chapter of the American Public Works Association. She specializes in right of way project management, utility relocation, and railroad coordination. Her specific right of way experience will provide this project with the necessary leadership expertise, and she will also have the support of the designated subconsultants and Dokken Engineering's skillful staff. Ms. Formico has successfully managed several right of way projects, including:

- Gas Point Road Widening, Shasta County, CA
- Trinity County HBP Bridges, Trinity County, CA
- US-50 Western Placerville Interchange, Placerville, CA
- Eastside Road at Olney Creek Bridge Replacement, Redding, CA
- Las Plumas Ave/Lincoln Blvd Safe Routes to School, Butte County, CA
- Indian Canyon Bridge Widening and Bridge Replacement at UPRR, Palm Springs, CA
- East Palm Canyon Over Palm Canyon Wash Bridge Rehabilitation, Palm Springs, CA
- South Palm Canyon Drive Low Water Crossing, Palm Springs, CA
- Bogert Trail Bridge Rehabilitation Project, Palm Springs, CA
- Randall Avenue Widening Project, Rialto, CA
- Alder Avenue Widening Project, Rialto, CA
- Bear Valley Widening over BNSF, Victorville, CA
- Green Tree Boulevard Extension, Victorville, CA
- Yucca Loma Road and Bridge Widening, Apple Valley, CA
- High Speed Rail, Fresno to Bakersfield, Bakersfield to Palmdale, HSR Authority, CA
- West Capitol Avenue Streetscape & Infrastructure Improvements, West Sacramento, CA
- Utility and Railroad Coordination, UPRR and BNSF, Various Locations, CA

VANESSA COTHRAN, SR/WA | Senior Right of Way Agent

Since 2004, Ms. Cothran has worked in the right of way industry on a variety of public projects. She has proven skills in delivering tasks working independently and as part of a team. Vanessa has demonstrated expertise in providing acquisition, relocation assistance services, waiver valuations, right of way cost estimates, and escrow coordination services in a timely and cost-effective manner and is knowledgeable regarding the requirements of the Uniform Act and Caltrans policies and procedures.

Project experience includes:

- Eastside Road at Olney Creek Bridge Replacement, Redding, CA
- Las Plumas Ave/Lincoln Blvd Safe Routes to School, Butte County, CA
- Gold Hill Over Auburn Ravine, Placer County, CA
- Gas Point Road at No Name Ditch Culvert Replacement, Shasta County, CA

- Trinity County HBP Bridges, Trinity County, CA
- Indian Canyon Bridge Widening and Bridge Replacement at UPRR, Palm Springs, CA
- East Palm Canyon Over Palm Canyon Wash Bridge Rehabilitation, Palm Springs, CA
- Bear Valley Widening over BNSF, Victorville, CA
- Randall Avenue Widening, Rialto, CA
- Linden Avenue Widening, Rialto, CA
- Alder Avenue Widening Project, Rialto, CA
- Green Tree Extension, Victorville, CA
- Yucca Loma Road and Bridge Widening, Apple Valley, CA
- Avenue 416/El Monte Way, Dinuba, CA

JASON ANDREWS, SR/WA | Senior Right of Way Agent

Over the past 10 years, Mr. Andrews has provided acquisition, relocation assistance, right of way, estimates, and waiver valuations for multiple City, County, and State projects. Mr. Andrews has provided these services for projects that include rural, agricultural, commercial, industrial, multi-family and single family residential properties. He is past President of Chapter 27 of the International Right of Way Association and received the Chapter's Professional of the Year Award.

Project experience includes:

- Eastside Road at Olney Creek Bridge Replacement, Redding, CA
- Gas Point Road Widening, Shasta County, CA
- Gas Point Road at No Name Ditch Culvert Replacement, Shasta County, CA
- Trinity County HBP Bridges, Trinity County, CA
- US- 50 Western Placerville Interchange, Placerville, CA
- Gold Hill Over Auburn Ravine, Placer County, CA
- Green Tree Extension Project, Victorville, CA
- Bear Valley Widening over BNSF, Victorville, CA
- Yucca Loma Road and Bridge Widening, Apple Valley, CA
- Randall Ave Widening, Rialto, CA
- Road 80 Widening, County of Tulare, Tulare, CA
- Avenue 416/El Monte Way, Dinuba, CA

APPRAISER QUALIFICATIONS

MICHAEL PATTISON (Pattison & Associates) | Appraisal

Michael Pattison is a graduate of the University of California, Santa Barbara with a degree in Business Economics. He started his appraisal experience working as an assistant in 1984. Since then he has experience working in appraisals of single-family residences, commercial and other types of properties plus both easements and fee acquisition appraisals for rights of way and other public projects. He is a senior member of the Sacramento Chapter of the International Right of Way Association and is a Past President. He received his SR/WA designation in November 1997 and was voted "Member of the Year" in 1998 and "Professional of the Year" in 2002 and 2003. He also received the Frank C. Balfour "Professional of the Year" Award from the IR/WA in 2004. He is also an Associate Member of the Sacramento Sierra

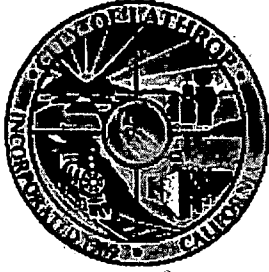
Chapter of the Appraisal Institute. Michael received his appraisal certification from the State of California, Office of Real Estate Appraisers, as a Certified General Appraiser.

DWIGHT PATTISON (Pattison & Associates) | Appraisal

Dwight Pattison began his appraisal career in 1966 with the California Division of Highways, now Caltrans (District 3 office) and worked for the Real Estate division of the State Department of General Services. Dwight is a 1966 graduate of Chico State University with a bachelor's degree in Business Administration. He obtained a certificate in real estate from UCLA in 1971. He left the State in 1984 to open his own appraisal firm, then joined Duncan, Duncan & Associates, Inc., as a partner in 1987 and remained through 1991. Dwight is a senior member of the International Right of Way Association and past president of the Sacramento Chapter. He has been a member of the International Executive Committee, serving as International President from 1999 to 2000. He has been chosen "Professional of the Year" four times, in 1980, 1990, 1991 and 2000. Dwight has been published in Right of Way Magazine on "The Valuation of Easements". He is also a designated senior member of the National Association of Independent Fee Appraisers (NAIFA). Dwight received his appraisal certification from the State of California, Office of Real Estate Appraisers, as a Certified General Appraiser. He is a qualified expert witness in San Joaquin, Sacramento, Yolo, Mendocino, Santa Cruz, El Dorado, Placer and Contra Costa Counties.

RANDALL BLAESI, ASA, MRICS (Curtis Rosenthal) | Appraisal Review

Mr. Blaesi is a qualified appraisal reviewer with Curtis Rosenthal, Inc. He was formerly Commercial Division Manager for the Los Angeles Office of The Property Sciences Group, Inc. Prior to that position, he was a Vice President and Senior Appraiser associated with Grubb & Ellis Landauer, LLC. Mr. Blaesi was previously a Senior Appraiser with Integra Realty Resources, Los Angeles and a Senior Appraiser in the Pasadena office of First American Commercial Real Estate Services. As an independent fee appraiser with offices in Sacramento and San Diego, California from 1991–2006, he specialized in appraisal and valuation consulting services regarding various types of real property including commercial, industrial, residential, agricultural, recreational, special purpose, easements, eminent domain, partial and full acquisition, environmental mitigation land, construction defect, fire, flood and earthquake damaged properties. His experience with expert witness testimony includes: civil litigation, bankruptcy and tax court proceedings. He has previously worked with Dokken on the Shasta County Gas Point Road Widening and Trinity County HBP Bridges Project in Trinity County, California.



**Appraisal and Acquisition Services
Louise Avenue and McKinley Avenue Intersection
Improvement Project**

FEE PROPOSAL



**COST PROPOSAL FOR APPRAISAL AND ACQUISITION SERVICES
LOUISE AVE & MCKINLEY AVE INTERSECTION IMPROVEMENT
CITY OF LATHROP**

Task Description	DOKKEN ENGINEERING					
	Jamie Formico Right of Way Manager	Vanessa Cothran Senior Right of Way Agent	Jason Andrews Senior Right of Way Agent	TOTAL HOURS	OTHER DIRECT COSTS	TOTAL COST
	\$170.03	\$134.85	\$128.99			
RIGHT OF WAY SERVICES						
Project Management/Coordination/Project Tracking Table	5			5		\$850.14
Order Title Reports/Title Research		4		4	\$1,000.00	\$1,539.40
Appraisals - 2 Reports	2			2	\$5,000.00	\$5,340.05
Appraisal Reviews - 2 Review Reports	2			2	\$1,900.00	\$2,240.05
Right of Way Negotiations - 2 Parcels			75	75		\$9,673.95
Escrow Coordination		10		10		\$1,348.49
Caltrans ROW Certification/Project Close-out			8	8		\$1,031.89
TOTAL HOURS	9	14	83	106		
TOTAL COST	\$1,530.24	\$1,887.89	\$10,705.84		\$7,900.00	\$22,023.97

AMENDMENT NO. 1

**CITY OF LATHROP AGREEMENT FOR PROFESSIONAL ENGINEERING
CONSULTING SERVICES WITH ASSOCIATED ENGINEERING GROUP
FOR THE LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION
CAPITAL IMPROVEMENT PROJECT PS 15-02**

THIS AGREEMENT, dated for convenience this **12th day of August 2019**, is by and between Associated Engineering Group (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced and competent to assist the City to provide engineering consulting services required by this agreement; and

WHEREAS, on March 11th, 2019, City Council approved AGREEMENT for CONSULTANT for the Louise Avenue and McKinley Avenue Intersection Capital Improvement Project PS 15-02 for a sum not to exceed \$95,070 to CONSULTANT; and

AGREEMENT**(1) Scope of Service.**

CONSULTANT agrees to perform services in conformance with the scope of work submitted by the CONSULTANT, hereafter referred to as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession, as stated in Article 11, and CITY’S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT on a time and materials basis in accordance with Exhibit “A” up to a sum not to exceed **\$40,000** Consulting Services as set forth in Exhibit “A” and incorporated herein by reference, notwithstanding any contrary indications which may be contained in CONSULTANT’S proposal. CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below.

Compensation for any task must be equal or less than the percentage complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit “A”, Scope of Work, 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 material basis.

(3) Effective Date and Term.

The effective date of this Agreement is **August 12, 2019**, and it shall terminate no later than **June 30, 2020**.

(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 is responsible for controlling the means and methods to complete the scope of work described in Exhibit "A" to City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

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

(7) Assignment of Personnel.

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

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

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S Public Works Director. 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 Public Works Director.

(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, unless otherwise authorized by City. 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. Workers Compensation Insurance shall be provided as required by law, and Employer's Liability Insurance shall be provided with limits of not less than one million dollars.

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

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

If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting 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 additional insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including 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 One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
- (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage, so long as commercially available at reasonable rates.
 - 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's policies shall have self-insured retentions not exceeding \$100,000 except with concurrence of the CITY.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement, so long as commercially available at reasonable rates.
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility.

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, that (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform in accordance with the Standard of Care in Article 11.

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 in accordance with Article 11.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Standard of Care.

CONSULTANT agrees that, in connection with its services to be performed under this Agreement, such services are performed with the care and skill ordinarily exercised by members of the profession practicing under similar conditions at the same time and in the same or a similar locality. CITY recognizes that the state of practice, particularly with respect to hazardous waste conditions, is changing and evolving.

While CONSULTANT will perform in reasonable accordance with standards in effect at the time its services are performed, it is recognized that such standards may subsequently change because of improvements in the state of practice. When the findings and recommendations of CONSULTANT are based on information supplied by CITY and others, CONSULTANT shall have the right to rely on the accuracy and completeness of such information. No warranty or guarantee, express or implied, is made or intended by providing of consulting services or by furnishing oral or written reports of the findings made.

(12) Licenses.

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, by signing this agreement CONSULTANT states that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(13) Business Licenses.

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

(14) Termination.

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

(15) Funding.

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years. CONSULTANT shall not be required to provide services beyond available funding.

(16) Notices.

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

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

MAIN (209) 941-7430
FAX: (209) 941-7449

To Consultant: Associated Engineering Group
4206 Technology Dr., Ste. 4
Modesto, CA 95356
Phone: (209) 545-3390
ATTN: Jim Freitas

(17) Miscellaneous.

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the any General Contractor retained by the CITY of its obligations, duties and responsibilities.

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

(19) Notice to Proceed.

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

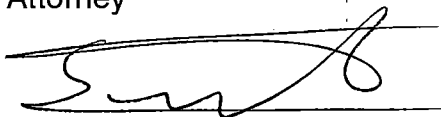
(20) Signatures.

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO.1
ASSOCIATED ENGINEERING GROUP PS 15-02

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Approved By:

City of Lathrop
City Manager

Stephen J. Salvatore

Date

CONSULTANT:

Associated Engineering Group
4206 Technology Dr., Ste. 4
Modesto, CA 95356

Fed ID # _____
Lathrop Business License # _____

Signature

Date

(Print Name and Title)

Scope of Work

After reviewing the Request for Proposal, dated January 17, 2019, it is our understanding that the project will include but not be limited to the outlined scope identified in the RFP. See below for a summary of the scope of work to be performed:

TASK 1 – RECONNAISSANCE AND FIELD SURVEYS

Topographic Survey

Associated Engineering Group, Inc. will perform the required services for the preparation and coordination of a topographic survey as required for design purposes. We will perform the field data collection to include horizontal locations of planimetric features along with surface and subsurface utilities. The preparation of the base mapping and topographic plans will be prepared in AutoCAD format and provided to design team as needed to perform task items 3 & 4.

- Obtain and review project related documents.
- Perform field survey.
- Prepare topographic plan and base mapping.
- Coordinate with property owners, utility agencies and city staff as needed during field survey.
- Maintain coordination with utility agencies throughout the project.
- Potholing requirements will be determined during preliminary engineering and will be addresses on the construction document specification and contractors' requirements.

Site Visit and As-Built Plan Review

Fehr & Peers will perform a site visit to observe traffic patterns including pedestrian, bicycle, and truck activity. We will field check existing traffic signal equipment to evaluate its condition and verify as-built traffic signal plans provided by the City. Visible utilities and drainage facilities will be noted for use in the design to reduce potential of conflict with proposed traffic signal equipment.

Traffic Counts

We will perform weekday AM and PM peak hour traffic counts at the intersection to determine the existing volumes and turning movements for cars, trucks, pedestrians, and bicyclists.

TASK 2 – ENVIRONMENTAL

Total for Add Alternatives 4,5,6, and 7: \$40,000

The proposed project is subject to both the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). This proposal is based on the assumption that that the project will qualify for a Categorical Exclusion under NEPA and a Categorical Exemption under CEQA.

BaseCamp Environmental will perform the necessary work for the environmental task to include the following:

NEPA Compliance Tasks

The project is eligible for a Categorical Exclusion under NEPA. BaseCamp will prepare a Caltrans Preliminary Environmental Study form on the assumption that the NEPA CE clearance can be accomplished without technical studies. If technical studies are required by Caltrans, the necessary studies will be prepared on an extra services basis. The potentially-required technical studies are listed below.

Subtask A: Prepare PES Form and Facilitate NEPA Determination

BaseCamp will prepare a preliminary version of the Caltrans PES form in consultation with Associated and submit an Administrative Draft to the City for review and comment. The PES form will be revised in response to City comments, and, on City approval, submit the PES form to Caltrans. If required, BaseCamp will attend a field meeting with Caltrans to discuss the PES, anticipated NEPA determination, required

TASK 2 – ENVIRONMENTAL (continued)

technical studies and Area of Potential Effect. It is anticipated Caltrans will complete and sign the PES form as submitted, subject to Caltrans staff modifications; if requested by Caltrans, BaseCamp will revise the PES as requested.

On behalf of the City, BaseCamp will coordinate with Caltrans staff and provide assistance, information and documentation as required to support completion of Categorical Exclusion documentation without technical studies, or minimizing technical study requirements, as feasible.

CEQA Compliance Tasks

Improvements to the existing facilities are relatively minor and will not add capacity to the subject intersection. As a result, the project is assumed to qualify for a Categorical Exemption under CEQA, which will require minimal services.

Subtask B: Evaluate Applicability of Potential CEQA Exemptions, Prepare and File Notice of Exemption

BaseCamp Environmental, Inc. (BaseCamp) would visit the project site and evaluate the project's potential exemption qualifications. Provided that the project qualifies for a CEQA exemption, BaseCamp would prepare a written exemption analysis for the project file and prepare and file a Notice of Exemption with the County Clerk upon approval of the project. Upon filing of the NOE, the CEQA process for the intersection project would be complete.

Environmental Technical Studies (Add Alternative items if required)

Add Alternative 1: Air Quality Conformity

The project appears to be exempt from regional conformity per 40 CFR 93.127 and should not be considered a Project of Air Quality Concern (POAQC) or require quantitative modeling. BaseCamp will prepare the necessary confirmation documents for City submittal to the Interagency Consultation process.

Add Alternative 2: Area of Potential Effect (APE) Map

BaseCamp Environmental will work with Associated to prepare a draft APE map for review and approval by the City. The APE will be plotted on a project base map clearly depicting existing and proposed right-of-way and intersection geometrics, proposed improvement geometrics and the proposed archaeological, and if necessary historical, APE boundaries. Signature lines will be provided for the City Project Engineer, the Caltrans PQS and the Local Assistance Engineer. On City approval, the APE map will be submitted for Caltrans review and comment and revised as required until approved by Caltrans.

Add Alternative 3: Archaeological Survey Report (ASR) and Historic Properties Survey Report (HPSR)

If required, an ASR and accompanying HPSR will be prepared under the direction of BaseCamp Environmental by subcontractor Solano Archaeology in accordance with Caltrans SER, Section 106 of the NHPA and CEQA requirements as well as any applicable programmatic agreements. The technical basis for the document will include a search of the CSU Stanislaus database, contextual research, consultation with Native American representatives, a field survey of the project site, analysis of potential cultural resource effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders. The ASR/HPSR will be submitted to the City for review and approval, revised as required and submitted to Caltrans for review and comment; the ASR/HPSR will be revised as required until approved by Caltrans.

Add Alternative 4: Initial Site Assessment (ISA)

COST \$ 6,000

If required, BaseCamp will prepare an Initial Site Assessment (ISA) of potential hazardous waste and hazardous material concerns on and near the project site in accordance with the requirements of the Caltrans SER and ASTM 1527 guidance for the preparation of Phase I Environmental Site Assessments. The technical basis for the document will include a search of the applicable government databases, review of aerial photographs and maps, a field survey of the project site, analysis of potential hazardous waste and material issues.

TASK 2 – ENVIRONMENTAL (continued)

Add Alternative 5: Natural Environment Study – Minimal Impact (NES-MI)

COST \$7,500

Significant biological concerns are not anticipated, and no documentation may be required of the City. If required, an NES-MI will be the appropriate biological resource document. The NES-MI will be prepared under the direction of BaseCamp Environmental by subcontractor Moore Biological Consultants in accordance with Caltrans SER requirements. The technical basis for the document will include a search of the CNDDDB, US Fish and Wildlife and other applicable databases, a field survey of the project site, analysis of potential biological effects and identification of avoidance, minimization and mitigation measures needed to assure compliance with applicable federal statutes and executive orders.

Add Alternative 6: Noise Technical Memorandum

COST \$1,500

The project is not a Type 1 project requiring a Noise Study Report and does not appear to involve sensitive receptors or residences in the project vicinity. Nonetheless, Caltrans may require preparation of a Noise technical memorandum addressing potential construction noise impacts. BaseCamp will prepare and submit a draft Noise technical memorandum for City review and approval. The memo will be revised as required and submitted to Caltrans for review and comment, and then revised as required to obtain Caltrans approval.

Add Alternative 7: CEQA Initial Study/Mitigated Negative Declaration

COST \$25,000

If the project does not qualify for a Categorical Exemption, CEQA will likely require preparation of an Initial Study/Mitigated Negative Declaration. In that case, the following tasks define the work required for CEQA document preparation and processing.

Subtask A: Prepare Administrative Draft Initial Study/Mitigated Negative Declaration.

BaseCamp Environmental will prepare an Administrative Draft Initial Study based on Appendix G of the most recent CEQA Guidelines that describes the environmental setting of the project and the project's potential environmental effects in each of the areas of concern listed in the Initial Study Checklist. The Initial Study will include:

A Project Description will describe the major elements of the project using text and graphics.

The Initial Study will include a narrative presenting background information and impact analysis in each of the areas of concern identified in the CEQA checklist. The analysis will include a significance determination; where potentially significant environmental effects are identified, the Initial Study will present feasible mitigation measures that could avoid, minimize or mitigate the significant effects.

The analyses will rely on technical information included in NEPA technical studies where appropriate and otherwise on available technical publications including the Lathrop City General Plan, previous BaseCamp CEQA studies for projects in the project vicinity, California Air Resources Board air monitoring data, NRCS soils surveys, State Important Farmland Maps, State geologic, fault and seismicity maps, Geotracker and Envirostor databases, FEMA FIRMs and State demographic data, among others.

The administrative Draft IS/MND will be submitted to the City for review and comment. BaseCamp will incorporate City comments into the IS/MND.

Subtask B: Public Review Draft IS/MND

The revised IS/MND will be resubmitted to the City for final (screencheck) review together with a draft Notice of Intent, Notice of Completion and IS/MND Summary. Upon City comment and approval, BaseCamp will transmit the NOC and 15 IS/MND summaries to the State Clearinghouse, the Notice of Intent and 5 copies of the IS/MND to the City, and the electronic version of the entire document for uploading to the City web site, reproduction and distribution to local agencies as required.

TASK 2 – ENVIRONMENTAL (continued)

BaseCamp will provide technical support City staff in publishing the Notice of Intent, in making the required Notice of Intent and IS/MND filing with the San Joaquin County Clerk/Recorder, and in identifying local parties that should receive a Notice of Intent.

Subtask C: Prepare City Council Adoption Materials

BaseCamp and Associated will review comments received during the public review period and prepare responses to comments, where warranted, in memo format rather than a standalone Final IS/MND. It is assumed that comments do not raise major new issues or objections to the project that require lengthy responses, or that might trigger recirculation of the IS/MND. BaseCamp will also prepare a Mitigation Monitoring/Reporting Plan (MMRP) for review and comment by the City. Both the response to comment memo and the MMRP will be revised to reflect City comments and then resubmitted for incorporation in the City Council approval materials.

Subtask D: Notice of Determination

BaseCamp will prepare a Notice of Determination (NOD) for the project immediately following approval and submit it to City staff for review. BaseCamp will file the NOD with the San Joaquin County Clerk. Filing fees will be the responsibility of the City.

TASK 3 – PRELIMINARY ENGINEERING & FINAL DESIGN

Roadway Design and Civil Improvements

Associated Engineering Group, Inc. will prepare documents, studies, drawings and technical specifications for the intersection improvement project. We will evaluate existing wheel chair ramps, intersection, corridor signage, striping, road widening, and pavement rehabilitation. Truck turning movement simulations will be prepared per STAA truck route compliance for geometric design. Prepare preliminary design recommendations for City review and comments. We will address comments and prepare final design for City approval.

Forecasting and Traffic Study

Fehr & Peers will complete a traffic analysis for the intersection of Louise Avenue and McKinley Avenue to determine the required intersection configurations to provide acceptable level of service conditions for build-out of the City's General Plan.

Using a combination of Existing AM and PM peak hour traffic counts and the San Joaquin Council of Governments (SJCOG) / City of Lathrop Travel Demand Forecasting (TDF) Model, Fehr & Peers will develop Cumulative AM and PM peak hour volumes for the intersection. Fehr & Peers will analyze the intersection using Synchro and SimTraffic to determine intersection geometrics, pocket lengths, phasing plan, and resulting delays, levels of service and queue lengths.

Documentation and Meetings

The results of the traffic analysis and recommendations including traffic index, lane geometry, turn pocket lengths, and traffic signal phasing will be documented in a draft Technical Memorandum for one round of review and comment by the City of Lathrop. Our team will meet with the City to discuss any questions or comments and incorporate feedback into a Final Traffic Operations Technical Memorandum.

Schedule

Associated Engineering Group, Inc. will prepare and maintain a detail schedule for the project and submit regular updates to the City and design team.

TASK 4 – CONSTRUCTION DOCUMENTS

Associated Engineering Group, Inc. with the support services of Fehr & Peers will prepare plans, specifications, and estimates (PS&E) for the intersection improvement project at Louise Avenue and McKinley Avenue.

The traffic signal modification design will accommodate the widening of Louise Avenue and include modification of vehicle, bicycle, and pedestrian detection, vehicle and pedestrian signals, and intersection safety lighting. Our design will include upgrading the existing pedestrian detection to Accessible Pedestrian Signals with equipment located per the latest ADA and CA MUTCD guidance. We expect that the existing controller and service cabinets will be able to remain in place. Plans will include updated conductor and equipment schedules.

Our team will prepare PS&E at 60%, 90%, and 100% levels for City review. We will address comments at each submittal level and prepare written responses to the comments. We will be available to meet with the City following each review to discuss any comments. We have budgeted for one in person meeting and two teleconferences during this task. Final plans will be submitted electronically in both .pdf and .dwg format as well as hard copy mylar. Final specifications will be submitted electronically in Microsoft Word format. The cost estimate will be provided as a lump sum item.

PS&E will comply with the latest City of Lathrop Design Standards, Standard Plans, Standard Specifications, Caltrans Standard Plans (2018), Caltrans Standard Specifications (2018) and the California Manual on Uniform Traffic Control Devices (CA MUTCD) (2014). PS&E will be prepared under the responsible charge of Ryan Carrel P.E., C61619 and Kristin Calia, P.E., C62461.

Traffic Signal Timing Sheet

Fehr & Peers will generate updated traffic signal timing parameters based upon the Task 3 Traffic Study recommendations. We will provide the City with an updated traffic signal timing sheet in Microsoft Excel format.

TASK 5 – BID PERIOD SERVICES

Our team will be available for support during the pre-bid and pre-construction periods. We will attend up to two in-person meetings (pre-bid and pre-construction). We will be available to respond to contractor questions and provide clarification on the Intersection Project PS&E. If necessary, we will provide revised PS&E incorporating addenda resulting from the bidding process.

Milestone Schedule

TASK ITEM	2019									
	March	April	May	June	July	August	September	October	November	
Task 1 - Reconnaissance and Field Survey										
Topographic Survey	■									
Traffic Counts	■									
Task 2 - Environmental										
<i>NEPA Compliance</i>										
PES Form		■	■							
<i>CEQA Compliance Task</i>										
Evaluate Applicability of Potential Exemption			■							
Notice of Exemption				■						
Task 3 - Preliminary Engineering										
Roadway Design and Civil Improvements		■	■	■						
Forecasting and Traffic Study		■	■	■						
Design Review and Approval				■						
Task 4 - Construction Documents										
Construction Documents				■	■					
Plan Check Review and Approval						■				
Task 5 - Bid Period Services										
Bidding and Support Services						■				

Note: Task item 2 - Environmental; may require additional technical studies which will require additional time to perform.

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.8

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: REINSTATE MASTER AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION

RECOMMENDATION: Adopt Resolution Reinstating the Master Professional Consulting Services Agreement and Approve Task Order No. 7 with Interwest Consulting Group to Provide Continued Professional Services in the Building Division

SUMMARY:

On July 18, 2016 City Council approved a Master Agreement with Interwest Consulting Group (Interwest) to provide professional services. A series of Task Orders have been approved to provide various professional services within the Building Division.

The Master Agreement and the most recent Task Order had a termination date of June 30, 2019. In order to keep up with current Land Development projects, residential, commercial and industrial; staff is requesting that Council reinstate the Master Agreement and approve Task Order No. 7 to provide professional services within the Building Division.

Task Order No. 7 is for services on a time and material basis with a not to exceed amount of \$400,000. Task Order No. 7 will be fully funded by plan check fees collected from development and will only be paid when revenue has been received. Sufficient funds have been included in fiscal year 2019-20 approved budget and will be paid from funds allocated in the Building Division professional services.

BACKGROUND:

While Interwest provides a variety of services, to date they have primarily performed plan check services. Under the Master Agreement, Interwest would be paid 65% of the plan check fees collected by the City for projects they review. Previously Interwest has handled plan check review for River Islands development, complex structural plan check for major commercial and industrial developments as well as residential projects city-wide. Developers have been satisfied with the services rendered. Below is a summary table of previously approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1	07/18/16	Code Enforcement
2	07/18/16	Plan Check Services
3	04/17/17	Plan Check Services
4	01/18/19	Plan Check Services
5	02/12/19	Plan Check Services
6	04/08/19	Plan Check Services

**AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
REINSTATE A MASTER CONSULTANT AGREEMENT AND APPROVE TASK
ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL
SERVICES IN THE BUILDING DIVISION****REASON FOR RECOMMENDATION:**

Professional services are needed in the Building Division to keep up with current Land Development projects, residential, commercial and industrial. The ability to use the services of outside consultants makes it possible to keep minimal permanent staff without having to resort to layoffs if construction slows down.

FISCAL IMPACT:

Proposed Task Order No. 7 is for additional plan check services by Interwest for an amount not to exceed \$400,000, will be fully funded by plan check fees collected from development and will only be paid when revenue has been received. Sufficient funds have been included in fiscal year 2019-20 approved budget and will be paid from funds allocated in the Building Division professional services.

ATTACHMENTS:

- A. Adopt Resolution to Reinstate Master Agreement and Approve Task Order No. 7 with Interwest Consulting Group to Provide Professional Services in the Building Division
- B. Reinstate Master Agreement between the City of Lathrop and Interwest Consulting Group to provide Plan Review, Building Inspection and Permit Technician Services.
- C. Task Order No. 7 with Interwest Consulting Group to Provide to provide Plan Review, Building Inspection and Permit Technician Services

AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING

REINSTATE A MASTER CONSULTANT AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION


APPROVALS:



Michael King
Assistant Public Works Director

8-8-19

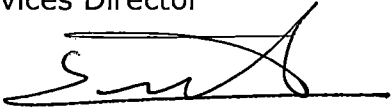
Date



Cari James
Finance & Administrative
Services Director

8/8/19


Date



Salvador Navarrete
City Attorney

8-8-19

Date



Stephen J. Salvatore
City Manager

8-8-19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REINSTATE MASTER AGREEMENT AND APPROVE TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP TO PROVIDE PROFESSIONAL SERVICES IN THE BUILDING DIVISION

WHEREAS, on July 18, 2016, Interwest Consulting Group (Interwest) entered into a Master Agreement and Task Order No. 1 and No. 2 with the City; and

WHEREAS, on April 17, 2017, City Council approved Task Order No. 3 to provide additional Building Division Professional Plan Check Services; and

WHEREAS, on January 18, 2018, the City issued Task Order No. 4 for Plan Check Services to the Public Works Department; and

WHEREAS, on February 12, 2018, the City issued Task Order No. 5 for Plan Check Services to the Public Works Department; and

WHEREAS, on April 8, 2019, the City issued Task Order No. 6 for Plan Check Services in the Building Division; and

WHEREAS, additional professional services are needed in the Building Division to keep up with current Land Development projects, residential, commercial and industrial; and

WHEREAS, staff is requesting that Council reinstate the Master Agreement and approve Task Order No. 7 to provide professional services within the Building Division; and

WHEREAS, Task Order No. 7 will be fully funded by plan check fees collected from development and will only be paid when revenue has been received; and

WHEREAS, sufficient funds have been included in fiscal year 2019-20 approved budget and will be paid from funds allocated in the Building Division professional services.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve to reinstate a Master Agreement and approve Task Order No. 7 with Interwest Consulting Group, to provide Professional Services in the Building Division.

The foregoing resolution was passed and adopted this 12th day of August, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:


ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**REINSTATE MASTER CONSULTANT AGREEMENT BETWEEN THE
CITY OF LATHROP AND INTERWEST CONSULTING GROUP**

**TO PROVIDE PLAN REVIEW, BUILDING INSPECTION AND PERMIT
TECHNICIAN SERVICES**

THIS AGREEMENT, dated for convenience this **12th day of August 2019**, is by and between **Interwest Consulting Group**. (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, Council approved a Master Agreement with Interwest Consulting Group on July 18, 2018 that expired on June 30, 2019; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CITY and CONSULTANT agree to reinstate the Master Consulting Agreement and extend termination date to June 30, 2022 (“Agreement”); and

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

AGREEMENT

(1) Scope of Service

CONSULTANT agrees to perform Plan Review, Building Inspection and Permit Technician Services in conformance with an approved Scope of Work submitted by the CONSULTANT. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and CITY’S satisfaction.

(2) Compensation

CITY hereby agrees to pay CONSULTANT the amount indicated in each approved Task Order, for the Plan Review, Building Inspection and Permit Technician Services. City agrees to pay CONSULTANT within thirty (30) days of receipt of billings containing all information required per Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete.

In no event shall CONSULTANT be entitled to compensation for work not included in an approved Task Order Scope of Work unless CITY’s authorized representative executes a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

(3) Effective Date and Term

The effective date of this Agreement is **August 12, 2019**, and it shall terminate no later than **June 30, 2022**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

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

(7) Assignment of Personnel

CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Ron Beehler, SE, CBO**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

(8) Assignment and Subcontracting

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S authorized representative. CONSULTANT shall not subcontract any portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

(9) Insurance

On or before beginning any of the services or work called for by any term of this Agreement, CONSULTANT, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY. CONSULTANT shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONSULTANT has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (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 One Million Dollars (\$1,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:
 - (i) Any deductible or self-insured retention shall not exceed \$150,000 per claim.
 - (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
 - (iii) The policy must contain a cross liability or severability of interest clause.
 - (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONSULTANT'S breach.

(10) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (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.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers. It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(11) Licenses

If a license of any kind, which term is intended to include evidence of registration, is required of CONSULTANT, its employees, agents, or subcontractors by federal or state law, CONSULTANT warrants that such license has been obtained, is valid and in good standing, and CONSULTANT shall keep it in effect at all times during the term of this Agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

(12) Business Licenses

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

(13) Termination

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

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

(14) Funding

CONSULTANT agrees and understands that renewal of this agreement in subsequent years is contingent upon action by the City Council consistent with the appropriations limits of Article XIII (B) of the California Constitution and that the Council may determine not to fund this agreement in subsequent years.

(15) Notices

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

To City: City of Lathrop
City Clerk
390 Towne Centre
Lathrop, CA 95330

Copy to: City of Lathrop
Public Works Department
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430

CONSULTANT: Interwest Consulting Group
Ron Beehler, SE, Regional Manager
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661

Fed ID # _____
Bus License # _____

(16) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH
INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK
CONSULTING SERVICES

- (b) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) Definitions. The definitions and terms are as defined in these specifications.
- (d) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH
INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK
CONSULTING SERVICES

- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY.

CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.

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

(17) Notice to Proceed

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

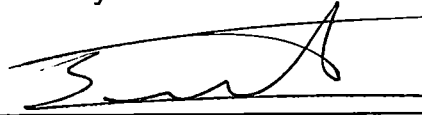
(18) Signatures

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

CITY OF LATHROP – REINSTATE MASTER CONSULTING AGREEMENT WITH INTERWEST CONSULTING GROUP TO PROVIDE ENGINEERING PLAN CHECK CONSULTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



8-7-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Work Director

Michael King

Date

Approved by:
Resolution No.

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Interwest Consulting Group
Ron Beehler, SE, Regional Manager
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661

Fed ID # _____

Bus License # _____

Signature

Date

(Print Name and Title)

CITY OF LATHROP

TASK ORDER NO. 7

**PURSUANT TO REINSTATED MASTER CONSULTING AGREEMENT
DATED AUGUST 12, 2019 WITH INTERWEST CONSULTING GROUP
TO PROVIDE PLAN REVIEW, BUILDING INSPECTION AND PERMIT
TECHNICIAN SERVICES**

THIS TASK ORDER NO.7, dated for convenience this 12th day of August 2019 is by and made and entered into by and between **INTERWEST CONSULTING GROUP** (“CONSULTANT”) and the **CITY OF LATHROP**, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on July 18, 2016, CONSULTANT entered into a Master Agreement and Task Order No. 1 and No. 2 (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide plan review, building inspection and permit technician services; and

WHEREAS, on April 17, 2017, City Council approved Task Order No. 3 to provide additional Building Division Professional Plan Check Services; and

WHEREAS, on January 18, 2018, the City issued Task Order No. 4 for Plan Check Services to the Public Works Department; and

WHEREAS, on February 12, 2018, the City issued Task Order No. 5 for Plan Check Services to the Public Works Department; and

WHEREAS, on April 8, 2019, the City issued Task Order No. 6 for Plan Check Services in the Building Division; and

WHEREAS, on August 12, 2019, City Council approved to reinstate a Master Agreement and extend termination date to June 30, 2022; and

WHEREAS, CONSULTANT submitted a scope of work as shown in Exhibit “A”; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Division Professional Plan Check Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such plan review, building inspection and permit technician services, as hereinafter defined, on the following terms and conditions;

CITY OF LATHROP – TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP
PROFESSIONAL PLAN CHECK SERVICES IN THE BUILDING DIVISION

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

AGREEMENT

(1) Incorporation of Master Agreement

This Task Order No. 7 hereby incorporates by reference all terms and conditions set forth in the Reinstated Master Consulting Agreement for plan review, building inspection and permit technician services, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform plan review, building inspection and permit technician services in accordance with the scope of work and fee proposal attached hereto as Exhibit "A" to this Task Order.

CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to the CITY'S satisfaction.

(3) Effective Date and Term.

The effective date of this Task Order No. 7 is August 12, 2019, and it shall terminate no later than June 30, 2022.

(4) Compensation

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$400,000** for the Plan Review, Building Inspection and Permit Technician Services, at the detailed rates detailed in Exhibit A. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work.

(5) Notice to Proceed

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

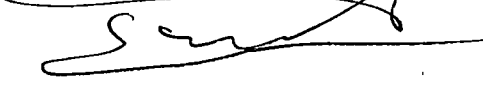
CITY OF LATHROP – TASK ORDER NO. 7 WITH INTERWEST CONSULTING GROUP
PROFESSIONAL PLAN CHECK SERVICES IN THE BUILDING DIVISION

(6) **Signatures**

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

Approved as to Form:

City of Lathrop
City Attorney



8-7-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Accepted by:
Resolution No:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Interwest Consulting Group
Ron Beehler, SE, Regional Manager
1613 Santa Clara Drive, Suite 100
Roseville, CA 95661

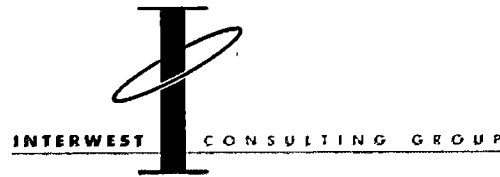
Fed ID # _____

Bus License # _____

Signature

Date

(Print Name and title)



July 26, 2019

Mr. Michael King
 Assistant Public Works Director
 Lathrop City Hall
 390 Towne Centre Drive
 Lathrop, CA 95330

RE: Proposal to Provide Plan Review, Building Inspection and Permit Technician Services

Dear Mr. King,

Interwest Consulting Group Company, is pleased to submit our proposal to provide Building Inspection, Permit Technician and Plan Review Services to the City of Lathrop, as needed, to comply with State laws. We understand with the improving economy and recent changes in State Law, the City of Lathrop is seeking the services of building and safety consulting firms to address accessibility, peak work load demands and to maintain timely services. We understand the City is seeking consulting firms to provide professional services for the plan review of commercial and residential structures to verify compliance with the most current adopted versions of the California Building Standards Code, Lathrop City Ordinances, and relevant State and Federal Laws. We further understand that services may include coordination between City agencies, designers, and builders in the community

All proposed services will be directed from our local Roseville office. The team members will be carefully screened and selected specifically for their unique experience, licenses, certifications and proposed significant contribution to the City. Of special note is the high degree of work experience and familiarity with building department policies and procedures gained thru experience providing services similar to those being requested.

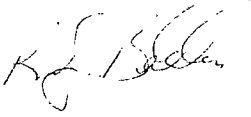
We view the key elements to serving the City of Lathrop as follows:

- ✓ Providing **qualified and experienced staff** to perform professional building permit processing, inspection and plan check services.
- ✓ **Providing qualified and experienced staff** to provide plan reviews particularly Certified Accessibility Specialists and Licensed Structural Engineers.
- ✓ Providing a **high level of customer service** for internal and external customers.
- ✓ Balancing the needs of the community by providing as needed services to address peak workload demands, in order to maintain reasonable response times for department services.

Interwest Consulting Group provides building plan review, building permit processing and inspection services to many communities throughout California and presently provides these services to the City of Clovis, City of Modesto, City of Manteca, City of Tracy, City of Turlock, City of Sonora, Fresno County and many more central and northern California communities.

I will serve as the main point of contact for all services. Please call me at 916.204.3178 if you have any questions related to this proposal or would like to discuss any of the services provided by Interwest Consulting Group.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Beehler".

Ron Beehler, SE, CBO
Director of Building Safety Services
Interwest Consulting Group
rbeehler@interwestgrp.com
916.204.3178

INTRODUCTION

Interwest Consulting Group has been in business just over 14 years and currently employs over 400 employees spanning a multitude of disciplines, roles and job placements to municipalities within code enforcement, building safety and public works departments throughout California. We work hard to provide professional building safety services with a customer service focus in the manner expected by our clients.

We specialize in tailoring staffing and services to fit client needs. When work levels are high, we increase staffing to meet the demand. When work slows down, we can fade into the background without compromising service. Our services can quickly grow to provide an entire team of experts on a project or satisfy a client need with a single individual. We can also draw upon our many other professionals located within offices throughout California if required.

We offer top personnel with extensive experience. All are seasoned jurisdictional staffs who understand the procedures, policies and deadlines necessary to keep governments running smoothly. We work strictly for city and county municipalities thus avoiding any conflict of interest. Since we work so closely with our clients, we know successful customer service is best delivered by people who shine in their professions. All of our staff offers exceptional experience and long-standing relationships within the industry.

SCOPE OF SERVICES

We understand the City is looking for a consultant who can provide an experienced team to provide as needed plan review, permit technician and building inspection services. Our personnel will seamlessly integrate and coordinate with the City departments and provide uninterrupted, efficient, and cost-effective building department services to the public.

Interwest Consulting Group has a proven track record providing these same services to jurisdictions and has the resources to remain flexible with experienced staff that is available to provide the services immediately to the City of Lathrop.

The proposed team is comprised of highly experienced, customer-service oriented professionals who have successfully served many client jurisdictions. We view our role and mission is to provide the following:

- ✓ **A team of professionals with high-level experience and skills in successful management of building department services, staff with a *customer service focus* and thorough knowledge of building department policies and procedures, and promoting cooperation and partnership with other City departments and outside agencies.**
- ✓ **Licensed Plan Review Engineers and/or ICC certified Plans Examiners for thorough and timely plan reviews to ensure compliance to all Building Codes and City and State laws and requirements.**
- ✓ **Licensed Structural Engineers who have extensive experience with large and complex projects.**
- ✓ **CASp Certified Staff who are intimately familiar with the regulatory requirements related to ensuring buildings comply with the latest accessibility guidelines and requirements.**
- ✓ **Certified Inspector(s) with broad experience in jurisdictional procedures and the highest commitment to customer service.**
- ✓ **Services in a *cost-effective manner* that remains within budget constraints.**

- ✓ Provide pick up and delivery of all plans to and from the City at **no cost to the City.**

COMPENSATION

For complete plan review services for projects reviewed in our offices, we propose a fee equal to 65% of the plan review fees based on your adopted fee schedule. Plan review services will include an initial first review and two back check reviews of the plans. Any additional plan review services required beyond the third review will be billed at our hourly rates listed within the Schedule of Hourly Billing Rates shown below.

For in-house services, we propose utilizing the hourly rates listed within the Schedule of Hourly Billing Rates for the specific classification utilized for services. We are willing to negotiate a mutually acceptable fee for large projects and special projects on a case-by-case basis.

For structural only and other partial reviews such as foundation only, preliminary reviews or others, we propose to negotiate a mutually agreeable fixed fee based on the specific services requested or provide services on an hourly basis using the rates listed in our Schedule of Hourly Billing Rates shown below.

SCHEDULE OF HOURLY BILLING RATES

CLASSIFICATION	HOURLY BILLING RATE
Licensed Engineer Plans Examiner.....	\$ 125
ICC Certified Plans Examiner	\$ 95
CASp.....	\$ 90
Building Inspector.....	\$ 88
Permit Technician.....	\$ 62
Code Enforcement Officer.....	\$ 90

Expedited Plan Review 140% of the the Plan Review Fee for the specific project. *Expedite services utilize turn-around times of one half the agreed upon times for non-expedite projects.*
 Inspection/Permit Technician Overtime..... 140% of Above Listed Hourly Rates

Miscellaneous charges will include:
 Mileage within the City for Inspections.....Current IRS Vehicle Mileage Rate

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.9

CITY MANAGER'S REPORT AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

ITEM: ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH BUILDING PERMIT 19-0218 LOCATED AT 14226 AVON AVENUE

RECOMMENDATION: Adopt Resolution Accepting Dedication of Public Right-of-Way and Public Utility Easement for Avon Avenue Associated with Building Permit 19-0218 Located at 14226 Avon Avenue

SUMMARY:

German Sainez, legal landowner of 14226 Avon Avenue, has submitted a building permit application to demolish an existing structure and construct a new manufactured home on the 1-acre lot. Pursuant to City of Lathrop Municipal Code Section 12.12.070 and Map Act Article 3, Section 66475, developers are required to grant to the City all required easements and rights-of-way necessary for the installation of streets, utilities and public service facilities.

Mr. Sainez has offered a Dedication of Grant Deed for right-of-way and public utility easement for 14226 Avon Avenue. Staff is requesting that City Council formally accept the dedication of public right-of-way and public utility easement for Avon Avenue associated with Building Permit 19-0218 located at 14226 Avon Avenue.

BACKGROUND:

German Sainez, legal landowner of 14226 Avon Avenue, has submitted a building permit application to demolish an existing structure and construct a new manufactured home on the 1-acre lot. Pursuant to City of Lathrop Municipal Code Section 12.12.070 and Map Act Article 3, Section 66475, developers are required to grant to the City all required easements and rights-of-way necessary for the installation of streets, utilities and public service facilities.

Pursuant to City of Lathrop Municipal Code Section 12.12.040, Mr. Sainez will enter into Deferred Frontage Improvement Agreement 19-04 (DFIA 19-04) with the City of Lathrop to ensure his contribution to the ultimate design and construction of Avon Avenue. The ultimate construction of Avon Avenue including but not limited to curb, gutter, sidewalk, pavement, and utility improvements will be deferred until it is determined that drainage facilities are adequate to support the area and the improvements can be made as an area project rather than on an individual basis. Mr. Sainez has offered dedication of 5 feet of public right-of-way and 10 feet of public utility easement to the City which provides adequate street width for the ultimate improvements.

AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT DEDICATIONS ASSOCIATED WITH BUILDING PERMIT 19-0218 LOCATED AT 14226 AVON AVENUE

Staff is requesting that City Council formally accept the dedication of public right-of-way and public utility easement for Avon Avenue associated with Building Permit 19-0218 located at 14226 Avon Avenue.

REASON FOR RECOMMENDATION:

The dedications of public right-of-way and public utility easement are required for development pursuant to the City of Lathrop Municipal Code and must be accepted prior to the issuance of final occupancy.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Resolution Accepting Dedication of Public Right-of-Way and Public Utility Easement for Avon Avenue Associated with Building Permit 19-0218 Located at 14226 Avon Avenue
- B. Offer of Dedication of Grant Deed for 14226 Avon Avenue between the City of Lathrop and Germain Sainez

CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
ACCEPTANCE OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT
DEDICATIONS ASSOCIATED WITH BUILDING PERMIT 19-0218 LOCATED AT
14226 AVON AVENUE

APPROVALS:



Brad Taylor
Associate Engineer

7/29/19

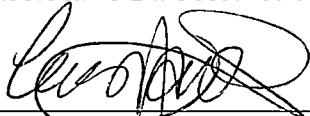
Date



Michael King
Assistant Director of Public Works

7/29/19

Date



Cari James
Finance & Administrative
Services Director

8/6/19

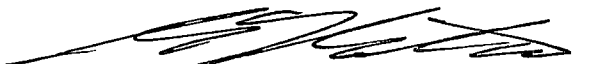
Date



Salvador Navarrete
City Attorney

7-27-19

Date



Stephen J. Salvatore
City Manager

8.6.19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING DEDICATION OF PUBLIC RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT FOR AVON AVENUE ASSOCIATED WITH BUILDING PERMIT 19-0218 LOCATED AT 14226 AVON AVENUE

WHEREAS, German Sainez, legal landowner of 14226 Avon Avenue, has submitted a building permit application to demolish an existing structure and construct a new manufactured home on the 1-acre lot; and

WHEREAS, pursuant to City of Lathrop Municipal Code Section 12.12.070 and Map Act Article 3, Section 66475, developers are required to grant to the City all required easements and rights-of-way necessary for the installation of streets, utilities and public service facilities; and

WHEREAS, pursuant to City of Lathrop Municipal Code Section 12.12.040, Mr. Sainez will enter into Deferred Frontage Improvement Agreement 19-04 (DFIA 19-04) with the City of Lathrop to ensure contribution to the ultimate design and construction of Avon Avenue; and

WHEREAS, Mr. Sainez has offered dedication of 5 feet of public right-of-way and 10 feet of public utility easement to the City which provides adequate street width for the ultimate improvements; and

WHEREAS, Staff is requesting that City Council formally accept the dedication of public right-of-way and public utility easement for Avon Avenue associated with Building Permit 19-0218 located at 14226 Avon Avenue.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby accept the dedication of public right-of-way and public utility easement for Avon Avenue associated with Building Permit 19-0218 located at 14226 Avon Avenue.

The foregoing resolution was passed and adopted this 12th day of August 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

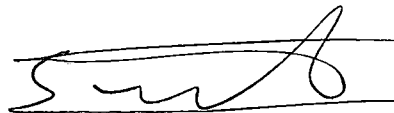
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY:
City of Lathrop, CA

COPY

WHEN RECORDED, PLEASE MAIL TO:
City of Lathrop
City Clerk
390 Towne Centre Drive
Lathrop, California 95330

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

Offer of Dedication of Grant Deed

(14226 Avon Avenue)

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS \$ 0.00 R&TC Transfer to Government Agency
() computed on full value of property conveyed, or
() computed on full value less liens and encumbrances remaining at time of sale.
() Unincorporated area (X) City of Lathrop

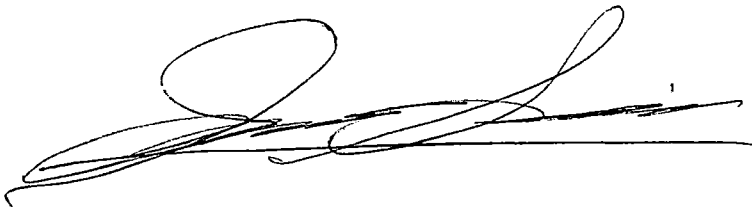
For a valuable consideration, receipt of which is hereby acknowledged,
German Sainez, legal landowner,

hereby grants to

CITY OF LATHROP, a California municipal corporation,

that property in City of Lathrop, San Joaquin County, State of California, described as:

See attached Exhibit "A" and Exhibit "B" attached hereto and made a part hereof



7-23-2019

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

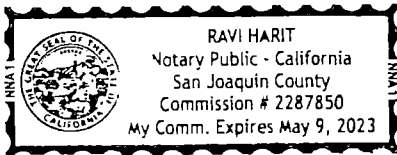
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Joaquin }
On 7/23/19 before me, Ravi Harit, notary public
Date Here Insert Name and Title of the Officer
personally appeared German Sainez
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature Ravi Harit
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____



Wong Engineers, Inc.
4578 Feather River Drive. Suite A
Stockton, California 95219
Phone (209) 476-0011

Zachary C. Wong P.E., P.L.S.

JUNE 20, 2019

EXHIBIT "A"
**LEGAL DESCRIPTION FOR RIGHT-OF-WAY DEDICATION
& 10-FOOT-WIDE PUBLIC UTILITY EASEMENT**

**RIGHT-OF-WAY DEDICATION:
THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT
FOR PUBLIC PURPOSES:**

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP
1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF
LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 5 FEET OF LOT 68 OF TRACT NO. 142, LATHROP ACRES,
ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF FILED FOR RECORD
APRIL 11, 1947 IN VOLUME 11 AT PAGE 136, SAN JOAQUIN COUNTY RECORDS.

CONTAINING 750 SQUARE FEET, MORE OR LESS.

10-FOOT-WIDE PUBLIC UTILITY EASEMENT:

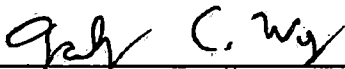
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP
1 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF
LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

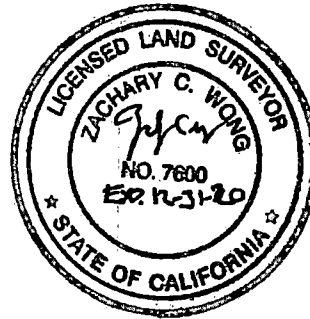
THE EAST 10 FEET OF THE WEST 15 FEET OF LOT 68 OF TRACT NO. 142,
LATHROP ACRES, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF
FILED FOR RECORD APRIL 11, 1947 IN VOLUME 11 AT PAGE 136, SAN JOAQUIN
COUNTY RECORDS.

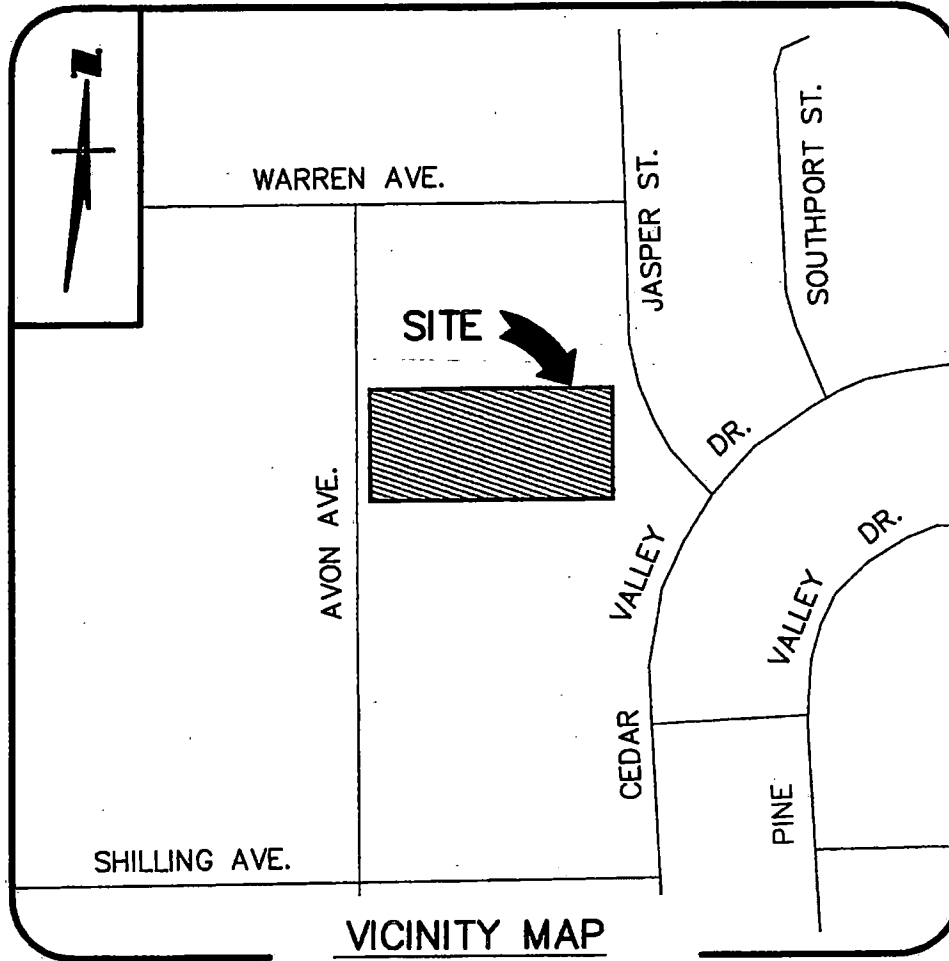
CONTAINING 1,500 SQUARE FEET, MORE OR LESS.

ATTACHED HERETO IS A PLAT ENTITLED EXHIBIT "B" WHICH BY THIS REFERENCE IS MADE A PART HEREOF.

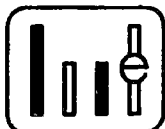
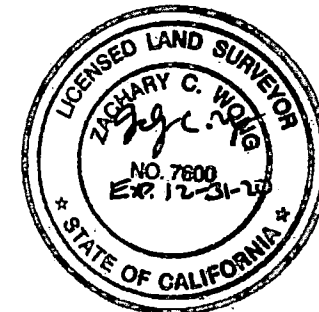
PREPARED BY:


ZACHARY C. WONG, L.S. 7600
DATE: JUNE 20, 2019



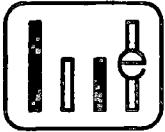
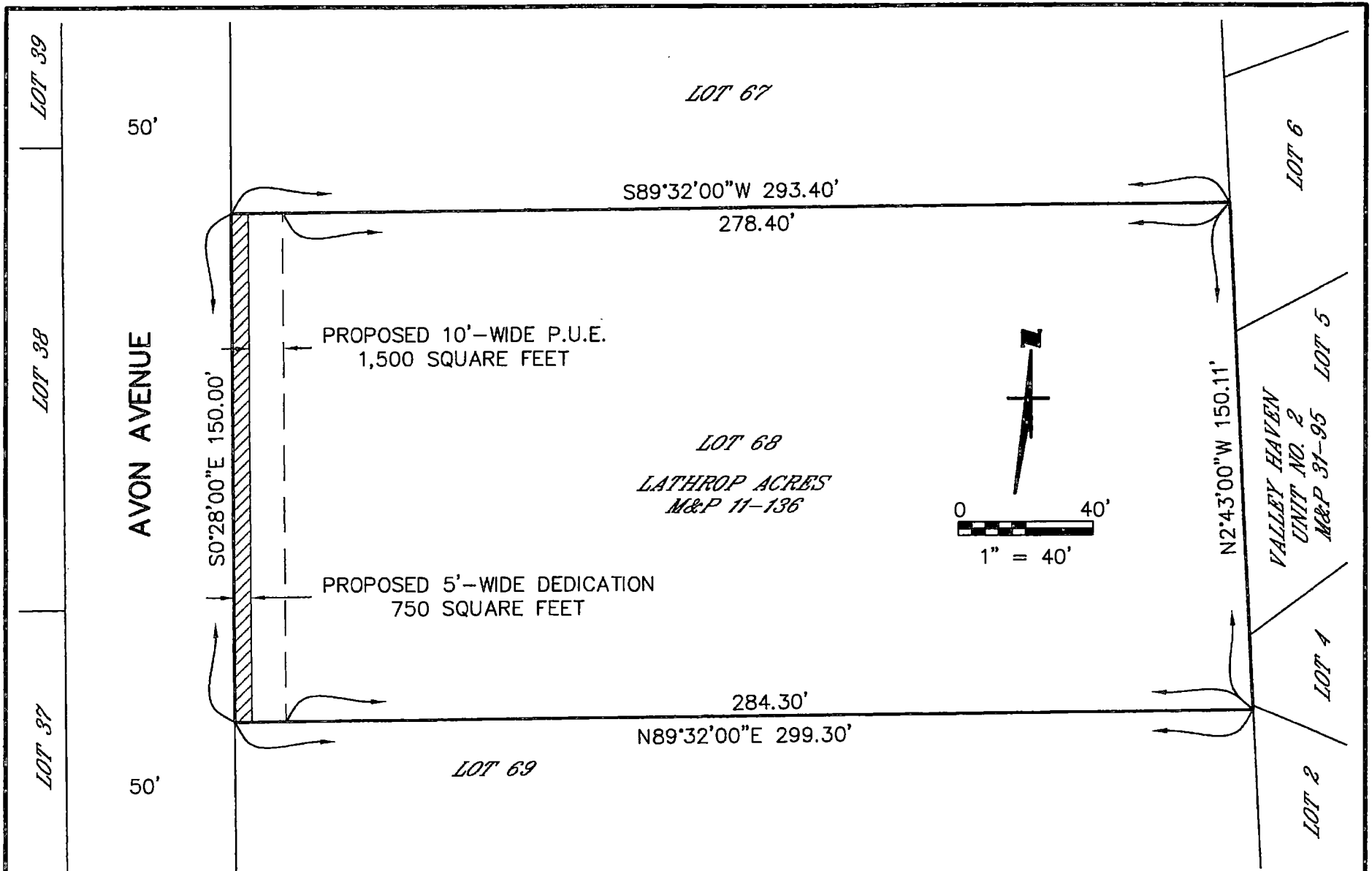


VICINITY MAP
NOT TO SCALE



WONG ENGINEERS, INC.
 PLANNING ENGINEERING SURVEYING
 4578 FEATHER RIVER DRIVE, SUITE A
 STOCKTON, CALIFORNIA (209) 476-0011
 JUNE 20, 2019 1 OF 2

EXHIBIT "B"
RIGHT-OF-WAY DEDICATION &
10'-WIDE PUBLIC UTILITY EASEMENT



WONG ENGINEERS, INC.
 PLANNING ENGINEERING SURVEYING
 4578 FEATHER RIVER DRIVE, SUITE A
 STOCKTON, CALIFORNIA (209) 476-0011
 JUNE 20, 2019 2 OF 2

EXHIBIT "B"
RIGHT-OF-WAY DEDICATION &
10'-WIDE PUBLIC UTILITY EASEMENT

**PAGE LEFT
INTENTIONALLY
BLANK**

ITEM 4.10

CITY MANAGER'S REPORT AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 3 TO THE MASTER CONSULTANT AGREEMENT WITH VALI COOPER & ASSOCIATES, INC., TO PROVIDE CONSTRUCTION INSPECTION SERVICES FOR RIVER ISLANDS DEVELOPMENT STAGE 2A AND PHASE 1B IMPROVEMENTS**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 3 to the Master Consultant Agreement dated, July 9, 2018, with Vali Cooper & Associates, Inc., to Provide Construction Management and Inspection Services for River Islands Development Stage 2A and Phase 1B Improvements**

SUMMARY:

Construction inspection services are needed to oversee construction of public improvements within the River Islands Development Stage 2A and Phase 1B areas. Staff requests City Council adopt a resolution approving Task Order No. 3 with Vali Cooper & Associates, Inc. (VCA). The scope of services for Task Order No. 3 is within the authorized Master Agreement for Construction Management and Inspection Services dated July 9, 2018. Task Order No. 3 includes inspections for Golden Valley Parkway utility improvements, J-7 Street improvements, and the installation of a pedestrian bridge in the River Islands Development Stage 2B area. The cost of Task Order No. 3 is \$69,993 and is fully funded by inspection fees collected from the developer. Staff is requesting City Council adopt a resolution approving Task Orders No. 3 with VCA to provide construction inspection services for the River Islands Development Stage 2A and Phase 1B Improvements. The cost of the inspection services required are as follows:

Construction Inspection Services for Task Order 3	Costs
1B — Golden Valley Parkway Utility Improvements	\$43,218
1B — J-7 Street Improvements	\$17,535
2A — Pedestrian Bridge	\$9,240
Total	\$69,993

BACKGROUND:

On July 9, 2018, City Council approved a Master Agreement with VCA for Construction Management and Inspection Services and Task Order No. 1 for the River Islands Development Project. Task Order No. 1 included oversight for 1,182 homes that were built within Stage 2B area. Task Order No. 2 included the construction management and inspection of improvements to Street A, backbone infrastructure, and River Islands Parkway.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 3 WITH VALI COOPER & ASSOCIATES, INC., TO
PROVIDE CONSTRUCTION INSPECTION SERVICES FOR RIVER ISLANDS
STAGE 2A AND PHASE 1B IMPROVEMENTS

Currently, construction inspection services are needed to oversee utility improvements in Golden Valley Parkway, improvements to J-7 Street, and the installation of a pedestrian bridge in Stage 2B of River Islands. Staff is requesting City Council adopt a resolution approving Task Order No. 3 with VCA for \$69,993 to provide construction inspection services for the River Islands Development Stage 2A and Phase 1B Improvements.

Below is a summary table of previously approved task orders to date:

Task Order	Date Approved	Amount	Task Description
1	7/9/18	\$1,141,402	Construction Inspection Services
2	4/8/19	\$330,200	Construction Inspection Services
3	Pending Approval with Item	\$69,993	1B — Golden Valley Parkway Utility Improvements
			1B — J-7 Street Improvements
			2A — Pedestrian Bridge

Total for Task Orders 1-3 = \$1,541,595

REASON FOR RECOMMENDATION:

In order to keep up with the fast pace of construction in the River Islands Development, the City needs additional support for construction inspection services.

FISCAL IMPACT:

Construction inspection services for River Islands Development Stage 2A Improvements and Phase 1B Improvements will be funded from inspection fees paid by River Islands Development. The cost of VCA's Task Order No. 3 in the amount of \$69,993 will be paid from funds allocated in fiscal year 2019-20 Construction Management Division professional services account. Below is a summary of the costs for inspection services required:

Improvements	Costs
1B — Golden Valley Parkway Utility Improvements	\$43,218
1B — J-7 Street Improvements	\$17,535
2A — Pedestrian Bridge	\$9,240
Total for Task Order 3	\$69,993

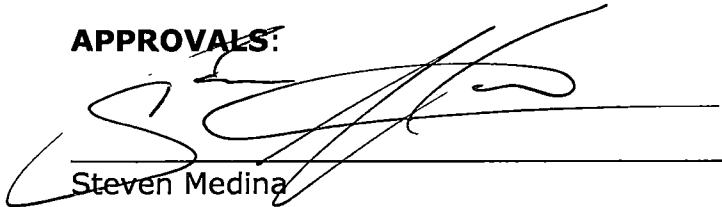
CITY MANAGER'S REPORT **PAGE 3**
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 3 WITH VALI COOPER & ASSOCIATES, INC., TO
PROVIDE CONSTRUCTION INSPECTION SERVICES FOR RIVER ISLANDS
STAGE 2A AND PHASE 1B IMPROVEMENTS

ATTACHMENTS:

- A. Resolution Approving Task Order No. 3 to the Master Consultant Agreement dated, July 9, 2018, with Vali Cooper & Associates, Inc., to Provide Construction Management and Inspection Services for River Islands Development Stage 2A and Phase 1B Improvements
- B. Task Order No. 3 to the Master Agreement dated, July 9, 2018, between the City of Lathrop and Vali Cooper & Associates, Inc.

CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 3 WITH VALI COOPER & ASSOCIATES, INC., TO
PROVIDE CONSTRUCTION INSPECTION SERVICES FOR RIVER ISLANDS
STAGE 2A AND PHASE 1B IMPROVEMENTS

APPROVALS:



Steven Medina
Assistant Engineer

8/16/19

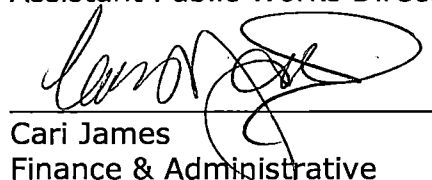
Date



Michael King
Assistant Public Works Director

8-6-19

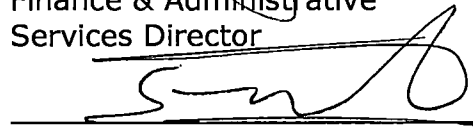
Date



Cari James
Finance & Administrative
Services Director

8/6/19


Date



Salvador Navarrete
City Attorney

8-6-19

Date



Stephen J. Salvatore
City Manager

8.7.19

Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 3 TO THE MASTER CONSULTANT AGREEMENT DATED, JULY 9, 2018, WITH VALI COOPER & ASSOCIATES, INC., TO PROVIDE CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR RIVER ISLANDS DEVELOPMENT STAGE 2A AND PHASE 1B IMPROVEMENTS

WHEREAS, the River Islands Development has been moving forward and plans for River Islands Development Stage 2A and Phase 1B improvements are approved; and

WHEREAS, in order to keep up with the fast pace of construction in the River Islands Development, the City needs additional support for construction inspection services; and

WHEREAS, City Council approved a Master Consultant Agreement with Vali Cooper and Associates, Inc., to provide construction and inspection services for the River Islands Development on July 9, 2018; and

WHEREAS, staff requests that the City Council approve Task Order No. 3 for construction inspection services for the River Islands Development Stage 2A and Phase 1B which includes utility improvements for Golden Valley Parkway, improvements to J-7 Street, and the installation of a pedestrian bridge for a total not to exceed amount of \$69,993; and

WHEREAS, the cost for Task Order No. 3 is fully funded by the developer of the River Islands Development Stage 2A and Phase 1B improvements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby approves Task Order No. 3 with Vali Cooper and Associates, Inc., to provide Construction Inspection Services for the River Islands Development stage 2A and Phase 1B improvements in the amount of \$69,993.

The foregoing resolution was passed and adopted this 12th day of August, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 3

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED
JULY 9, 2018 WITH VALI COOPER & ASSOCIATES, INC., TO
PROVIDE CONSTRUCTION INSPECTIONS SERVICES AT RIVER
ISLANDS DEVELOPMENT AREA**

THIS TASK ORDER NO. 3, dated for convenience this **12th day of August, 2019**, is by and made and entered into by and between **Vali Cooper & Associates, Inc.** (“CONSULTANT”), formally Vali Cooper and Associates, Inc., and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, on July 9, 2018, CONSULTANT entered into a Master Agreement and Task Order No. 1 (“AGREEMENT”) with the CITY, by which the CONSULTANT has agreed to provide **Construction Inspection Services at the River Islands Development area**; and

WHEREAS, on April 8, 2019, City Council approved Task Order No. 2 to provide Construction Inspection Services at the River Islands Development area; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Construction Inspection Services, which are required by this agreement; and

WHEREAS, CITY selected the CONSULTANT pursuant to said qualifications; and

WHEREAS, CONSULTANT is willing to render such CONSTRUCTION INSPECTION SERVICES, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) **Incorporation of Master Agreement**

This Task Order No. 3 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Construction Inspection Services for the River Islands Development project, unless specifically modified by this Task Order.

CITY OF LATHROP – TASK ORDER NO. 3 WITH VALI COOPER & ASSOCIATES, INC.
FOR CONSTRUCTION INSPECTIONS SERVICES AT RIVER ISLANDS
DEVELOPMENT AREA

(2) **Scope of Service**

CONSULTANT agrees to perform Construction Inspection Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

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

The effective date of this **Task Order No. 3** is **August 12, 2019**, and it shall terminate no later than **June 30, 2020**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges not to exceed **\$69,993** for the CONSTRUCTION INSPECTION SERVICES as described in Exhibit "A" of Task Order No. 3 pursuant to the Master Agreement dated, July 9, 2018. 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 beyond what is expressed in this agreement and Exhibit "A", unless City has authorized representative has executed a written change order or authorization describing the extra work and payment terms prior to the commencement of the work.

(5) **Notice to Proceed**

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

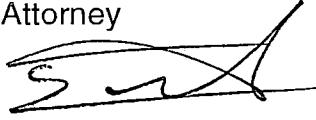
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 3 WITH VALI COOPER & ASSOCIATES, INC.
FOR CONSTRUCTION INSPECTIONS SERVICES AT RIVER ISLANDS
DEVELOPMENT AREA

Approved as to Form:

City of Lathrop
City Attorney



8-6-19

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant Public Works Director

Michael King

Date

Accepted By:
Reso No.

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Vali Cooper & Associates, Inc.
Lincoln Leaman
1760 Creekside Oaks Drive, Suite 290
Sacramento, CA 95833

Fed ID # _____

Bus License # _____

Signature

Date

(Print Name and title)



VALI COOPER & ASSOCIATES, INC.
CONSTRUCTION & PROGRAM MANAGEMENT

City of Lathrop
River Islands, Stage 1B & 2A
Inspection Scope and Fee
Task Order #3

Date: July 24th, 2019

Scope of Services: Perform inspection for installation of utility improvements for Golden Valley Parkway, improvements for J-7 Street and installation of the Pedestrian Bridge, as directed by City of Lathrop and in accordance with Task Order #3 to Master Agreement dated 07/09/18.

- There is no overtime included for this project.
- No Haz-mat training or equipment included in this proposal.
- Hourly rates include all standard inspection and safety equipment, cell phones, computers, and other small incidentals.
- This is a Prevailing Wage project and all field inspectors will be paid in accordance with the prevailing wage rate established for the contract this work is performed under. Prevailing Wage Rates are based on DIR Prevailing Wage Determination per existing contract RFP date.
- Overtime Rates: Overtime is paid per State requirements, which generally requires payment of overtime (1.5 times hourly rate) to non-exempt employees for any hours in excess of eight (8) hours per day or forty (40) hours per week, and double time for any hours in excess of twelve (12) hours per day or work on Sunday or holidays.
- All costs for field office space, field office equipment, and technical field equipment will be billed and reimbursed at the actual lease/rental rates, with no mark-up. Cost for materials such as prints, film, developing, extensive copying, (ie. items that will become property of the client at the end of the project) and will be billed and reimbursed at the actual cost, with 5% mark-up.
- This proposal is an extension of our existing contract and proposal. All terms/conditions therein are included herein by reference.
- Breakdown of fee on following page, as provided by City of Lathrop.



VALI COOPER & ASSOCIATES, INC.
CONSTRUCTION & PROGRAM MANAGEMENT

City of Lathrop
River Islands, Stage 1B & 2A
Inspection Scope and Fee
Task Order #3

Improvements	Costs
1B - Golden Valley Parkway Utility Improvements	\$ 43,218
1B - J-7 Street Improvements	\$ 17,535
2A - Pedestrian Bridge	\$ 9,240
Total for Task Order 3	\$ 69,993

Lincoln Leaman, PE

Vice President

Vali Cooper & Associates, a TRC Company

Digitally signed by Lincoln Leaman
DN: cn=Lincoln Leaman, o=TRC, ou=CS
West, email=lleaman@trcsolutions.com,
c=US
Date: 2019.08.01 10:34:32 -07'00'

**PAGE LEFT
INTENTIONALLY
BLANK**

**CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

RECOMMENDATION: Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Introduction and First Reading of an Ordinance Amendment to Title 2, Chapter 2.36 Purchasing System and Title 3, Chapter 3.30 Informal Bidding of the Lathrop Municipal Code to Update the Chapters in Accordance with the California Uniform Public Construction Cost Accounting Act**

SUMMARY:

Staff proposes amendments to Lathrop Municipal Code (LMC) 3.30 to reference recent changes to the State of California's Uniform Public Construction Cost Accounting Procedures set forth in the Uniform Public Construction Cost Accounting Act. Staff also proposes amendments to Chapter 2.36 Purchasing System to reference LMC 3.30 procedures.

Staff recommends Council hold a public hearing and introduce an ordinance to amend LMC 2.36 Purchasing System and LMC 3.30 Informal Bidding in accordance with the California Uniform Public Construction Cost Accounting Act.

BACKGROUND:

On November 28, 2006, the City Council elected to become subject to the State of California's Uniform Public Construction Cost Accounting Procedures set forth in the Uniform Public Construction Cost Accounting Act.

On December 5, 2006, the City Council adopted Ordinance 06-264 adding Chapter 3.30 Informal Bidding to the LMC. Chapter 3.30 allows City employees to perform public project work under \$30,000 without a formal bidding requirement. It also established informal bidding procedures for contracting work between \$30,000 and \$125,000 in accordance with the Uniform Public Construction Cost Accounting Act.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 12, 2019 REGULAR CITY COUNCIL MEETING
ORDINANCE AMENDING LMC 2.36 PURCHASING SYSTEM AND LMC 3.30
INFORMAL BIDDING

The state has since increased the limits allowing City employees to perform public project work under \$60,000 without a formal bidding requirement and allowing for informal bidding procedures for public project work between \$60,000 and \$200,000. Therefore, staff requests City Council consider amending LMC Chapter 3.30 Informal Bidding to update these thresholds in accordance with the current State of California's Uniform Public Construction Cost Accounting Procedures of \$60,000 and \$200,000 to take advantage of the higher informal bidding thresholds.

Additionally, Chapter 2.36 Purchasing System of the LMC does not reference the alternative Informal Bidding process of Chapter 3.30 and therefore staff recommends amending Chapter 2.36 Purchasing System to reference Chapter 3.30.

REASON FOR RECOMMENDATION:

Amendments to LMC 3.30 Informal Bidding are necessary to update the limit to which City employees can perform public project work and the thresholds for informal bidding. By increasing these limits, more projects will be eligible for informal bidding. Informal bidding helps expedite project delivery by reducing the time, effort, and expense associated with bidding projects under \$200,000 and simplifies administration for those projects.

FISCAL IMPACT:


There is no direct fiscal impact associated with the adoption of the proposed ordinance amending LMC 2.36 Purchasing System and LMC 3.30 Informal Bidding.

ATTACHMENTS:

- A. Ordinance Amending Title 2, Chapter 2.36 Purchasing System and Title 3, Chapter 3.30 Informal Bidding of the Lathrop Municipal Code to Update the Chapters in Accordance with the California Uniform Public Construction Cost Accounting Act

CITY MANAGER'S REPORT
AUGUST 12, 2019 REGULAR CITY COUNCIL MEETING
ORDINANCE AMENDING LMC 2.36 PURCHASING SYSTEM AND LMC 3.30
INFORMAL BIDDING

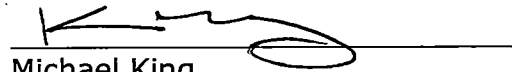
APPROVALS:



Jay Davidson
Principal Engineer

8-1-19


Date



Michael King
Assistant Director of Public Works

8-6-19

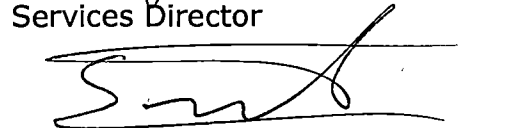
Date



Cari James
Finance & Administrative
Services Director

8/6/19


Date



Salvador Navarrete
City Attorney

8-6-19

Date



Stephen J. Salvatore
City Manager

8-7-19

Date

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.36 PURCHASING SYSTEM AND TITLE 3, CHAPTER 3.30 INFORMAL BIDDING OF THE LATHROP MUNICIPAL CODE TO UPDATE THE CHAPTERS IN ACCORDANCE WITH THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT

WHEREAS, on November 28, 2006, the City Council elected to become subject to the State of California's Uniform Public Construction Cost Accounting Procedures set forth in the Uniform Public Construction Cost Accounting Act; and

WHEREAS, on December 5, 2006, the City Council adopted Ordinance 06-264 adding Chapter 3.30 Informal Bidding to the Lathrop Municipal Code (LMC); and

WHEREAS, Chapter 3.30 allows City employees to perform public project work under \$30,000 without a formal bidding requirement and established informal bidding procedures for public project work between \$30,000 and \$125,000 in accordance with the Uniform Public Construction Cost Accounting Act; and

WHEREAS, the state has since increased the limits allowing City employees to perform public project work under \$60,000 without formal bidding requirement and allowing for informal bidding procedures for contracting public project work between \$60,000 and \$200,000; and

WHEREAS, staff requests City Council consider amending LMC Chapter 3.30 Informal Bidding to update these limits in accordance with the current State of California's Uniform Public Construction Cost Accounting Procedures of \$60,000 and \$200,000 to take advantage of the higher informal bidding thresholds; and

WHEREAS, Chapter 2.36 Purchasing System of the LMC does not reference the alternative Informal Bidding process of Chapter 3.30 and therefore staff recommends amending Chapter 2.36 Purchasing System to reference Chapter 3.30.

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

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

Chapter 2.36 PURCHASING SYSTEM

2.36.050 Purchase procedure limits.

A. General. Except as otherwise provided for "Public Project" contracts defined in Chapter 3.30, the following purchase procedure limits shall apply for the purchase of any supplies, equipment and/or services, as the case may be, pursuant to the procedure described in this chapter.

AB. No Purchase Order Required Procedure. For the purchase of any covered supplies, equipment, and/or services with a purchase price of two thousand four hundred ninety-nine dollars and ninety-nine cents (\$2,499.99) or less, exclusive of sales tax, use tax, shipping, handling or delivery charges, department heads may exercise discretion in selecting and purchasing such supplies, equipment and/or services. Purchases falling within this subsection shall not be required to obtain a purchase order, as described in section 2.36.070.

BC. Verbal Quotation Procedure. For the purchase of any covered supplies, equipment, and/or services with a purchase price, exclusive of sales tax, use tax, shipping, handling or delivery charges between two thousand five hundred dollars (\$2,500.00) to four thousand nine hundred ninety-nine dollars and ninety-nine cents (\$4,999.99), department heads shall obtain verbal (or written) quotations from three vendors. The department head shall then review the quotations, make a selection, and attach copies of any written quotations to the purchase order form, as described in Section 2.36.070.

CD. Written Quotation Procedure. For the purchase of any covered supplies, equipment, and/or services with a purchase price, exclusive of sales tax, use tax, shipping, handling or delivery charges from five thousand (\$5,000.00) to seventy-five thousand dollars (\$75,000.00). Department heads shall then review the quotations, make a selection, and attach copies of the written quotations to the purchase order form, as described in Section 2.36.070.

2.36.060 Formal bidding procedures.

A. General. Except as otherwise provided by this chapter or in ~~Section 2.36.090~~ Chapter 3.30, purchases and contracts for supplies, services, equipment, and sale of personal property of estimated value of seventy-five thousand (\$75,000.00) dollars or more shall be by written contract with the lowest or highest responsible bidder, as the case may be, pursuant to the procedure described in this chapter.

Chapter 3.30 INFORMAL BIDDING

3.30.010 Application.

Contracts for work of ~~one~~ two hundred ~~twenty-five~~ thousand dollars (~~\$200,000.00~~ \$125,000.00) or less shall be governed by the Uniform Public Construction Cost Accounting Act, Division 2, Part 3, Chapter 2, of the Public Contract Code, Section 22000 et seq. and this chapter of the Lathrop Municipal Code.

3.30.030 Work of \$60,000.00 ~~\$45,000.00~~ or less.

Pursuant to Public Contract Code Sections 220033 and 22032, any work as defined in this chapter, of ~~forty-five~~ sixty thousand dollars (~~\$60,000.00~~~~\$45,000.00~~) or less may be performed by the employees of the city by force account, by negotiated contract, or by purchase order.

3.30.040 Informal bidding procedures.

Any work, as defined in this chapter, of ~~one two~~ two hundred ~~twenty-five~~ thousand dollars (~~\$200,000.00~~~~\$125,000.00~~) or less may be contracted for by the informal bidding procedures set forth in this chapter.

3.30.060 Notice inviting informal bids.

Where work subject to the provisions of this chapter is to be performed and the work does not meet the criteria set forth in Section 3.30.030 of this chapter, or informal bidding is desired, a notice inviting informal bids shall be mailed, faxed, or emailed to all contractors for the category of work to be bid, shown on the contractor's list, and/or to all appropriate construction trade journals as specified by the commission or both. Additional contractors and/or construction trade journals may be notified at the city's discretion. If there is no contractor's list for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the commission. If the product or service required to be performed is, in the discretion of the city's director of public works, determined to be proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

3.30.070 Mailing, Faxing, or Emailing of notices inviting informal bids and project description.

The mailing, faxing, or emailing of notices to contractors and/or construction trade journals pursuant to Section 3.30.060 of this chapter shall be completed not less than ten (10) calendar days before bids are due. The notice inviting bids shall: (1) describe the work in general terms; (2) explain how more detailed information about the proposed work may be obtained; and (3) state the time, date, and location for the submission of bids.

3.30.090 Bids received in excess of \$200,000.00 ~~\$125,000.00~~.

If all bids received are in excess of ~~one two~~ two hundred ~~twenty-five~~ thousand dollars (~~\$200,000.00~~~~\$125,000.00~~), the city council may, by passage of resolution by a four-fifths vote, award the contract for ~~one two~~ two hundred ~~thirty-seven~~ twelve thousand five hundred dollars (~~\$212,500.00~~~~\$137,500.00~~), or less, to the lowest responsible bidder, if the city council determines that the cost estimate was reasonable.

The Mayor shall sign this Ordinance and the City Clerk shall cause the same to be published within fifteen (15) days after its passage at least once in a newspaper of general circulation published and circulated in the City.

The foregoing Ordinance was introduced the 12th day of August and adopted this ___th day of _____, 2019 by the following vote:

AYES:

NOES:

ABSTAIN:

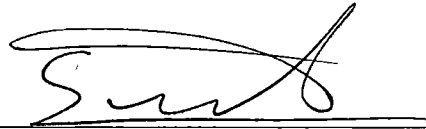
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN AMENDMENT TO TITLE 3, CHAPTER 3.32 COUNTY CAPITAL FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE

RECOMMENDATION: Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Introduction and First Reading of an Ordinance Amendment to Title 3, Chapter 3.32 County Capital Facility Fee, Section 3.32.150 Sunset Clause of the Lathrop Municipal Code to Remove the Sunset Clause of the County Facilities Fee Program**

SUMMARY:

On February 2005, the County Facilities Fee Program was adopted by the City Council to ensure new development demands are met by the County as growth occurs. The City incorporated Chapter 3.32 to Title 3 of the Lathrop Municipal Code (LMC) establishing the County Facilities Fee Program. The County Facilities Fee Program is an ongoing program dependent on new development, meaning, the fee will exist as long as new development continues. Therefore, the County Facilities Fee Program is considered a continuing program without an expiration term.

Staff discovered that the City's Municipal Code includes an end date (Sunset Clause LMC § 3.32.150) for the County Facilities Fee Program. However, San Joaquin County's Chapter 9-1245 adopted the County Facilities Fee Program without a sunset clause. Therefore, in order to establish consistency with the County's Ordinance, Staff requests Council adopt an ordinance to remove LMC § 3.32.150 Sunset Clause.

BACKGROUND:

On February 2005, the County Facilities Fee Program was adopted by the City Council to ensure new development demands are met by the County as growth occurs. The City incorporated Chapter 3.32 to Title 3 of the Lathrop Municipal Code (LMC) establishing the County Facilities Fee Program. Chapter 3.32 incorporated a Sunset Clause (LMC § 3.32.150) for the County Facilities Fee Program set to take effect on July 1, 2013.

On November 2012, the City's LMC § 3.32.150 was extended to July 1, 2019. However, the County Facilities Fee Program is an ongoing program dependent on new development, meaning, the fee will exist as long as new development continues. Therefore, the County Facilities Fee Program is considered a continuing program without an expiration term.

Currently, the LMC Chapter 3.32 includes a Sunset Clause (LMC § 3.32.150) for the County Facilities Fee Program deemed inconsistent with the County's fee adoption. San Joaquin County's Chapter 9-1245 adopts the County Facilities Fee Program

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO AMEND ORDINANCE 3.32.150
SUNSET CLAUSE

without a sunset clause. Therefore, in order to establish consistency with the County's Ordinance, the LMC § 3.32.150 Sunset Clause should be removed.

REASON FOR RECOMMENDATION:

Maintain consistency with County's bylaws for the County Facilities Fee Program.

FISCAL IMPACT:

There is no fiscal impact associated with the update of the LMC § 3.32.150.

ATTACHMENTS:

- A. An Ordinance Amending Title 3, Chapter 3.32 County Capital Facility Fee, Section 3.32.150 Sunset Clause of the Lathrop Municipal Code to Remove the Sunset Clause of the County Facilities Fee Program

CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO AMEND ORDINANCE 3.32.150
SUNSET CLAUSE

APPROVALS:



Vanessa Portillo
Deputy Finance Director

7.22.19


Date



Cari James
Finance & Administrative Services
Director

7/29/19

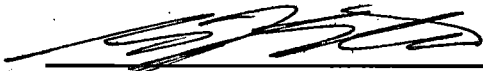
Date



Salvador Navarrete
City Attorney

7-18-19

Date



Stephen Salvatore
City Manager

8.2.19

Date

ORDINANCE NO. 19-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP
AMENDING TITLE 3, CHAPTER 3.32 COUNTY CAPITAL FACILITY FEE,
SECTION 3.32.150 SUNSET CLAUSE OF THE LATHROP MUNICIPAL CODE TO
REMOVE THE SUNSET CLAUSE OF THE COUNTY FACILITIES FEE PROGRAM**

WHEREAS, on November 5, 2012, City Council extended the sunset of the County Facilities Fee Program through July 1, 2019; and

WHEREAS, the County Facilities Fee Program was adopted by resolution of the County (Ord. 4252 § 1, 2005) without a sunset clause; and

WHEREAS, staff recommends removal of LMC § 3.32.150 Sunset Clause provision to allow consistency with the County's adopted ordinance for the County Facilities Fee Program;

NOW, THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF LATHROP HEREBY ORDAIN AS FOLLOWS:

Section 1. Revise CMC 3.32.150 as follows:

~~Section 3.32.150~~

~~This Chapter shall be of no further force or effect after July 1, 2019.~~

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

Section 4. Effective Date. This ordinance shall take effect and be in force thirty (30) days from and after the date of its passage.

Section 5. Publication. The City Clerk shall certify to the adoption 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 regularly introduced at a regular meeting of the City Council of the City of Lathrop on August 12, 2019, and was passed and adopted at the regular meeting on the _____ day of _____ 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

**PAGE LEFT
INTENTIONALLY
BLANK**

**CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING**

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE LATHROP-MANTECA FIRE DISTRICT FIRE FACILITIES FEE STUDY AND THE FEES RECOMMENDED THEREIN**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. Adopt A Resolution Adopting the Lathrop-Manteca Fire District Fire Facilities Fee Study and the Fees Recommended Therein**

SUMMARY:

Fire facilities fees are necessary to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing facilities, apparatus, vehicles and equipment (Facilities) needed by the Lathrop-Manteca Fire District to provide fire protection and other emergency services within the City of Lathrop. The District retained NBS Government Finance Group (NBS) to prepare a fire facilities fee study for the portion of the District within the City of Lathrop. NBS prepared the Lathrop-Manteca Fire District Fire Facilities Fee Study (NBS Study) included as Attachment B, that identifies establishing updated fire facilities fees for the portion of the District within the City of Lathrop.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt a resolution approving the NBS Study and the fees recommended therein.

BACKGROUND:

The Lathrop-Manteca Fire District contracted with NBS to prepare a study to calculate updated fire facilities fees for the portion of the District within the City of Lathrop. The State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), identifies the required findings which must be made by the City in any action establishing, increasing, or imposing a fee charged as a condition of approval of a development project. The NBS Study calculates updated fire facilities fees based on future development's proportionate share of the cost of Facilities needed by the District to provide fire protection and other emergency services to the City of Lathrop.

The Lathrop-Manteca Fire District currently operates three fire stations within the City of Lathrop and two fire stations in the unincorporated portion of the District. The latter two fire stations and their associated apparatus and equipment were not considered in the calculation of updated fire facilities fees for the City of Lathrop in the NBS

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
ESTABLISH UPDATED FIRE FACILITIES FEES FOR THE PORTION OF THE
LATHROP-MANTECA FIRE DISTRICT WITHIN THE CITY OF LATHROP

study. The District's 2018 Master Plan calls for three additional fire stations to be constructed in the future within the City of Lathrop. The master plan also anticipates construction of a new training facility at an undetermined location.

The total cost of additional Facilities needed to serve the City of Lathrop to buildout was estimated in the NBS Study to be \$37,340,000 at current price levels. The cost attributed in the NBS Study to future development in the City was \$32,484,803, which means that approximately \$4,855,200 of the total estimated cost must be funded from sources other than the fire facilities fee.

The NBS Study projects that the square feet of building area in the City will increase from around 39 million square feet in 2019 to approximately 104 million square feet at buildout, an increase of 166%. The NBS Study calculated the fire facilities fees by allocating the depreciated value of existing District facilities in the City plus the estimated cost of future District facilities in the City to all existing and future development in the City based on the estimated square feet of building area for both existing and future development.

The calculations described above result in a per-square-foot fee of \$0.52. An administrative charge of 2% (\$0.01) was added to that amount to bring the total proposed fire facilities fee to \$0.53 per square foot for all types of development.

The District currently charges a fire facilities fee of \$0.31 for residential development and \$0.43 for commercial and industrial development. The District fees were adopted in 2001 by resolution 01-1165 and have not been increased since.

FEE ADJUSTMENTS

The fire facilities fees may be adjusted in future years to reflect revised facility standards, revised costs, or changes in land uses, or development plans. In addition to such adjustments, each year the fire facilities fees will be adjusted by the change in the ENR 20-City Building Cost Index over the prior calendar year. The facilities costs inflated in this Fee Study are based on the ENR 20-City BCI value for June 27, 2019, which is 6131.42.

REASON FOR RECOMMENDATION:

The purpose of the fire facilities fees is to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of Facilities needed by the Lathrop-Manteca Fire District to provide fire protection and other emergency services within the City.

The Fire Protection District Law of 1987 (Health and Safety Code Section 13916) prohibits the Board of a Fire Protection District from charging "a fee on new construction or development for the construction of public improvements or facilities or the acquisition of equipment." Consequently, many cities and counties in California impose such fees for fire protection districts that are responsible for fire protection within their boundaries.

CITY MANAGER'S REPORT **PAGE 3**
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
ESTABLISH UPDATED FIRE FACILITIES FEES FOR THE PORTION OF THE
LATHROP-MANTECA FIRE DISTRICT WITHIN THE CITY OF LATHROP

FISCAL IMPACT:

None. The Fire Facilities Fee Study is being funded by the District. The fire facilities fees are collected by the District and the District is responsible for implementation and administration of those fees. City Staff ensures that fire facilities fees are paid before building permits are issued, but updating these fees does not change that process.

ATTACHMENTS:

- A. Resolution Adopting the Lathrop-Manteca Fire District Fire Facilities Fee Study and the Fees Recommended Therein
- B. Lathrop-Manteca Fire District Fire Facilities Fee Study by NBS, dated July 18, 2019

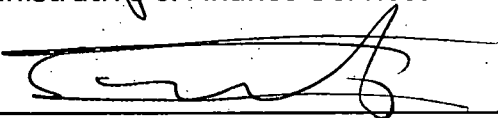
CITY MANAGER'S REPORT
AUGUST 12, 2019, CITY COUNCIL REGULAR MEETING
ESTABLISH UPDATED FIRE FACILITIES FEES FOR THE PORTION OF THE
LATHROP-MANTECA FIRE DISTRICT WITHIN THE CITY OF LATHROP

APPROVALS:



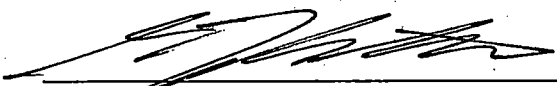
Cari James
Administrative & Finance Services Director

8/30/19
Date



Salvador Navarrete
City Attorney

7-30-19
Date



Stephen J. Salvatore
City Manager

8.2.19
Date

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING LATHROP-MANTECA FIRE DISTRICT FIRE FACILITIES FEES FOR THE CITY OF LATHROP

WHEREAS, the fire facilities fees are necessary to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing facilities, apparatus, vehicles and equipment (Facilities) needed by the Lathrop-Manteca Fire District (District) to provide fire protection and other emergency services within the City of Lathrop; and

WHEREAS, as new development occurs throughout the City it is critical that the fire facilities fees be regularly updated to ensure that they keep up with the rising costs of Facilities; and

WHEREAS, District retained NBS Government Finance Group (NBS) to prepare a study to calculate updated fire facilities fees for the portion of the District within the City of Lathrop; and

WHEREAS, NBS prepared the Lathrop-Manteca Fire District Fire Facilities Fee Study (NBS Study) dated July 18, 2019, that calculates updated fire facilities fees for the portion of the District within the City of Lathrop; and

WHEREAS, the NBS Study calculates updated fire facilities fees based on future development's proportionate share of the cost of Facilities needed by the District to provide fire protection and other emergency services within the City of Lathrop; and

WHEREAS, the NBS Study is based upon the 2018 Lathrop-Manteca Fire District Master Plan, and the analysis, input and active participation of District staff, City staff and NBS; and

WHEREAS, on July 18, 2019, the NBS Study was unanimously approved and adopted by the Board of the Lathrop-Manteca Fire District; and

WHEREAS, the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.), identifies the required findings which must be made by the City in any action establishing, increasing, or imposing a fee as a condition of approval of a development project; and

WHEREAS, notice of public hearing of this Resolution was published as required by the Mitigation Fee Act, California Government Code sections 66000 et seq.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby adopt the NBS Study, dated July 18, 2019 attached as Attachment "B" to the City Manager's Report of August 12, 2019 and incorporated herein by this reference and Council hereby adopts the fees recommended in the NBS Study based on findings required by the State of California Mitigation Fee Act (also known as "AB 1600," Government Code sections 66000, et seq.). Specifically Council hereby makes all of the following findings:

1. The purpose of the fire facilities fees is to protect the lives and property of residents and businesses in Lathrop by contributing to the cost of Facilities needed by District to provide fire protection and other emergency services to the City of Lathrop.
2. The use of the fire facilities fees is to provide funding for Facilities identified in the NBS Study dated July 18, 2019. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
3. The geographic area in which the fees will be imposed is the entire City of Lathrop.
4. Fire Facilities Fees calculated in the NBS study are based on new development's estimated fair and proportionate share of the cost of District Facilities needed to provide fire protection and other emergency services within the City.
5. There is a reasonable relationship between the use of the fees and the type of development projects on which the fees are imposed. The Facilities funded by the fees are essential to meeting the increasing need for fire protection and other emergency services in the City of Lathrop as the City grows.
6. There is a reasonable relationship between the need for the Facilities to be funded by the fees and the type of development on which the fees are imposed. All new development in the City creates additional demand for fire protection and other emergency services provided by the District. Future Facilities to be funded by the fees are identified in the Lathrop-Manteca Fire District 2018 Master Plan.
7. There is a reasonable relationship between the amount of the fee and the cost of facilities attributable to the development project on which the fee is imposed. The amount of the fee charged to any development project represents that project's proportionate share of the cost of facilities serving all development in the City, based on the project's square feet of building area as a share of the estimated total square feet of building area in the City at buildout.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby authorize the adoption of the Lathrop Manteca Fire District, Fire Facilities Fees.

The foregoing resolution was passed and adopted this 12th day of August 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

LATHROP-MANTECA FIRE DISTRICT

Final Report
Fire Facilities Fee Study
July 18, 2019

Prepared by:



Corporate Headquarters

32605 Temecula Parkway, Suite 100
Temecula, CA 92592
Toll free: 800 676.7516

Table of Contents

- 1. Introduction 1-1**
 - Purpose 1-1
 - Background 1-1
 - Legal Framework for Impact Fees 1-1
 - Impact Fee Calculation Methodology 1-6
- 2. Development Data..... 2-1**
 - Study Area 2-1
 - Time Frame 2-1
 - Recent Growth 2-1
 - Development Types 2-2
 - Demand Variable 2-2
 - Existing and Forecasted Development 2-3
- 3. Fire Protection Impact Fees 3-1**
 - Methodology..... 3-1
 - Level of Service 3-1
 - Existing and Future Facilities..... 3-1
 - Average Cost per Square Foot 3-5
 - Projected Revenue..... 3-5
 - Updating the Fees 3-6
 - Nexus Summary 3-6
- 4. Implementation..... 4-1**
 - Adoption 4-1
 - Administration 4-2
 - Training and Public Information 4-6



1. Introduction

Purpose

The purpose of this study is to analyze the impacts of development on the need for fire protection facilities and other capital assets provided by the Lathrop-Manteca Fire District (LMFD) within the City of Lathrop, and to update the fire facilities fees currently imposed by the City for LMFD. The “fire facilities fees” addressed in this report can also be called “development impact fees,” or just “impact fees,” and in places this report uses those terms.

The methods used to calculate fire facilities fees in this report are intended to satisfy all legal requirements governing such fees, including provisions of the U. S. Constitution, the California Constitution and the California Mitigation Fee Act (Government Code Sections 66000-66025).

Background

The Lathrop-Manteca Fire District serves all of the City of Lathrop, as well as a portion of unincorporated San Joaquin County. The District surrounds the City of Manteca but does not include it. The fire facilities fees calculated in this study are intended to apply only to development within the City of Lathrop.

New development in the unincorporated portion of the District is limited by a lack of water and sewer service. While some future development may occur in that area, the extent and location of such development, and the fire protection facilities that would be needed to serve such development, are unknown at this time. Any major development in what is now the unincorporated portion of the District might be annexed to the City of Manteca. Or, if it remains in the County might be subject to a development agreement which would allow the District to request mitigation of significant impacts. Failing that, the fire facilities fees already in place in the County portion of the District would apply.

Legal Framework for Impact Fees

This brief summary of the legal framework for development fees is intended as a general overview. It was not prepared by an attorney, and should not be treated as legal advice.

Fire Protection District Law of 1987. California Health and Safety Code Section 13916, which is part of the Fire Protection District Law of 1987, states: “A (fire protection) district board shall not charge a fee on new construction or development for the construction of public improvements or facilities or the acquisition of equipment.” However, although the District itself may not charge such fees, it is quite common in California for cities and counties to impose impact fees for fire protection districts that provide services within their jurisdiction. The fees calculated in this report update fire facilities fees currently imposed for the District by the City of Lathrop.



U. S. Constitution. Like all land use regulations, development exactions, including impact fees, are subject to the 5th Amendment prohibition on taking of private property for public use without just compensation. Both state and federal courts have recognized the imposition of impact fees on development as a legitimate form of land use regulation, provided the fees meet standards intended to protect against “regulatory takings.” A regulatory taking occurs when regulations unreasonably deprive landowners of property rights protected by the Constitution.

In two landmark cases dealing with exactions, the U. S. Supreme Court has held that when a government agency requires the dedication of land or an interest in land as a condition of development approval, or imposes ad hoc exactions as a condition of approval on a single development project that do not apply to development generally, a higher standard of judicial scrutiny applies. To meet that standard, the agency must demonstrate an “essential nexus” between such exactions and the interest being protected (See *Nollan v. California Coastal Commission*, 1987) and make an “individualized determination” that the exaction imposed is “roughly proportional” to the burden created by development (See *Dolan v. City of Tigard*, 1994).

Until recently, it was widely accepted that legislatively-enacted impact fees that apply to all development in a jurisdiction are not subject to the higher standard of judicial scrutiny flowing from the Nollan and Dolan decisions. But after the U. S. Supreme Court decision in *Koontz v. St. Johns Water Management District* (2013), state courts have reached conflicting conclusions on that issue.

In light of that uncertainty, any agency enacting or imposing impact fees would be wise to demonstrate a nexus and ensure proportionality in the calculation of those fees.

Defining the “Nexus.” While courts have not been entirely consistent in defining the nexus required to justify exactions and impact fees, that term can be thought of as having the three elements discussed below. We think proportionality is logically included as one element of that nexus, even though it was discussed separately in *Dolan v. Tigard*. The elements of the nexus discussed below mirror the three “reasonable relationship” findings required by the Mitigation Fee Act for establishment and imposition of impact fees.

Need. Development must create a need for the facilities to be funded by impact fees. All new development in a community creates additional demands on some or all public facilities provided by local government. If the capacity of facilities is not increased to satisfy the additional demand, the quality or availability of public services for the entire community will deteriorate. Impact fees may be used to recover the cost of development-related facilities, but only to the extent that the need for facilities is related to the development project subject to the fees.

The *Nollan* decision reinforced the principle that development exactions may be used only to mitigate impacts created by the development projects upon which they are imposed. In this study, the impact of development on facility needs is analyzed in terms of quantifiable

relationships between various types of development and the demand for public facilities based on applicable level-of-service standards. This report contains all of the information needed to demonstrate compliance with this element of the nexus.

Benefit. Development must benefit from facilities funded by impact fees. With respect to the benefit relationship, the most basic requirement is that facilities funded by impact fees be available to serve the development paying the fees. A sufficient benefit relationship also requires that impact fee revenues be segregated from other funds and expended in a timely manner on the facilities for which the fees were charged. Nothing in the U.S. Constitution or California law requires that facilities paid for with impact fee revenues be available exclusively to development projects paying the fees.

Procedures for earmarking and expenditure of fee revenues are mandated by the Mitigation Fee Act, as are procedures to ensure that the fees are either expended expeditiously or refunded. Those requirements are intended to ensure that developments benefit from the impact fees they are required to pay. Thus, over time, procedural issues as well as substantive issues can come into play with respect to the benefit element of the nexus.

Proportionality. Impact fees must be proportional to the impact created by a particular development project. Proportionality in impact fees depends on properly identifying development-related facility costs and calculating the fees in such a way that those costs are allocated in proportion to the facility needs created by different types and amounts of development. The section on impact fee methodology, below, describes methods used to allocate facility costs and calculate impact fees that meet the proportionality standard.

California Constitution. The California Constitution grants broad police power to local governments, including the authority to regulate land use and development. That police power is the source of authority for local governments in California to impose impact fees on development. Some impact fees have been challenged on grounds that they are special taxes imposed without voter approval in violation of Article XIII A. However, that objection is valid only if the fees charged to a project exceed the cost of providing facilities needed to serve the project. In that case, the fees would also run afoul of the U. S. Constitution and the Mitigation Fee Act.

Articles XIIC and XIID, added to the California Constitution by Proposition 218 in 1996, require voter approval for some "property-related fees," but exempt "the imposition of fees or charges as a condition of property development."

The Mitigation Fee Act. California's impact fee statute originated in Assembly Bill 1600 during the 1987 session of the Legislature, and took effect in January, 1989. AB 1600 added several sections to the Government Code, beginning with Section 66000. Since that time, the statute has been amended from time to time, and in 1997 was officially titled the "Mitigation Fee Act." Unless otherwise noted, code sections referenced in this report are from the Government Code.



The Mitigation Fee Act does not limit the types of capital improvements for which impact fees may be charged. It defines public facilities very broadly to include "public improvements, public services and community amenities." Although the issue is not specifically addressed in the Mitigation Fee Act, it is clear both in case law and statute (see Government Code Section 65913.8) that impact fees may not be used to pay for maintenance or operating costs. Consequently, the fees calculated in this report are based on the cost of capital assets only.

The Mitigation Fee Act does not use the term "mitigation fee" except in its official title. Nor does it use the more common term "impact fee." The Act simply uses the word "fee," which is defined as "a monetary exaction, other than a tax or special assessment...that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project"

To avoid confusion with other types of fees, this report uses the widely-accepted terms "impact fee" and "development impact fee" when discussing these fees generically, and the term "fire facilities fee" for the specific fees calculated in this study. All of those terms should be understood to mean "fee" as defined in the Mitigation Fee Act.

The Mitigation Fee Act contains requirements for establishing, increasing and imposing such. They are summarized below. It also contains provisions that govern the collection and expenditure of fees and requires annual reports and periodic re-evaluation of impact fee programs. Those administrative requirements are discussed in the implementation chapter of this report.

Required Findings. Section 66001 requires that an agency establishing, increasing or imposing impact fees must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and,
3. Determine that there is a reasonable relationship between:
 - a. The use of the fee and the development type on which it is imposed;
 - b. The need for the facility and the type of development on which the fee is imposed; and
 - c. The amount of the fee and the facility cost attributable to the development project.
(Applies when fees are imposed on a specific project.)

Each of those requirements is discussed in more detail below.

Identifying the Purpose of the Fees. The broad purpose of impact fees is to protect public health, safety and general welfare by providing for adequate public facilities. The specific purpose of the fees calculated in this study is to fund certain capital facilities, apparatus, vehicles and equipment that will be needed to mitigate the impacts of planned new

development on City facilities, and to maintain an acceptable level of fire protection and other emergency services as the City grows.

This report recommends that findings regarding the purpose of impact fees should define the purpose broadly, as providing for the funding of adequate public facilities to serve additional development.

Identifying the Use of the Fees. According to Section 66001, if a fee is used to finance public facilities, those facilities must be identified. A capital improvement plan may be used for that purpose but is not mandatory if the facilities are identified in a General Plan, a Specific Plan, or in other public documents. In this case, we recommend that the City Council adopt this report as the public document that identifies the facilities to be funded by the fees.

Reasonable Relationship Requirement. As discussed above, Section 66001 requires that, for fees subject to its provisions, a "reasonable relationship" must be demonstrated between:

1. the use of the fee and the type of development on which it is imposed;
2. the need for a public facility and the type of development on which a fee is imposed; and,
3. the amount of the fee and the facility cost attributable to the development on which the fee is imposed.

These three reasonable relationship requirements, as defined in the statute, mirror the nexus and proportionality requirements often cited in court decisions as the standard for defensible impact fees. The term "dual rational nexus" is often used to characterize the standard used by courts in evaluating the legitimacy of impact fees. The "duality" of the nexus refers to (1) an impact or need created by a development project subject to impact fees, and (2) a benefit to the project from the expenditure of the fees.

Although proportionality is reasonably implied in the dual rational nexus formulation, it was explicitly required by the Supreme Court in the *Dolan* case, and we prefer to list it as the third element of a complete nexus.

Development Agreements and Reimbursement Agreements. The requirements of the Mitigation Fee Act do not apply to fees collected under development agreements (see Govt. Code Section 66000) or reimbursement agreements (see Govt. Code Section 66003). The same is true of fees in lieu of park land dedication imposed under the Quimby Act (see Govt. Code Section 66477).

Existing Deficiencies. In 2006, Section 66001(g) was added to the Mitigation Fee Act (by AB 2751) to clarify that impact fees "shall not include costs attributable to existing deficiencies in public facilities,..." The legislature's intent in adopting this amendment, as stated in the bill, was to codify the holdings of *Bixel v. City of Los Angeles* (1989), *Rohn v. City of Visalia* (1989), and *Shapell Industries Inc. v. Governing Board* (1991).



That amendment does not appear to be a substantive change. It is widely understood that other provisions of law make it improper for impact fees to include costs for correcting existing deficiencies.

However, Section 66001(g) also states that impact fees “may include the costs attributable to the increased demand for public facilities reasonably related to the development project in order to (1) refurbish existing facilities to maintain the existing level of service or (2) achieve an adopted level of service that is consistent with the general plan.” (Emphasis added.)

Impact fees for Existing Facilities. Impact fees may be used to recover costs for existing facilities to the extent that those facilities are needed to serve additional development and have the capacity to do so. In other words, it must be possible to show that fees used to pay for existing facilities meet the need and benefit elements of the nexus.

Impact Fee Calculation Methodology

Any one of several legitimate methods may be used to calculate impact fees. The choice of a particular method depends primarily on the service characteristics of, and planning requirements for, the facility type being addressed. Each method has advantages and disadvantages in a particular situation. To some extent they are interchangeable, because they all allocate facility costs in proportion to the needs created by development.

Allocating facility costs to various types and amounts of development is central to all methods of impact fee calculation. Costs are allocated by means of formulas that quantify the relationship between development and the need for facilities. In a cost allocation formula, the impact of development is measured by some attribute of development such as added population or added vehicle trips that represent the impacts created by different types and amounts of development.

Plan-Based or Improvements-Driven Method. Plan-based impact fee calculations are based on the relationship between a specified set of improvements and a specified increment of development. The improvements are typically identified in a facility plan, while the development is identified in a land use plan that forecasts potential development by type and quantity.

Using this method, facility costs are allocated to various categories of development in proportion to the service demand created by each type of development. To calculate plan-based impact fees, it is necessary to determine what facilities will be needed to serve a particular increment of new development.

With this method, the total cost of eligible facilities is divided by the total units of additional demand to calculate a cost per unit of demand (e.g. a cost per capita for parks). Then, the cost per unit of demand is multiplied by factors representing demand per unit of development (e.g. population per unit) to arrive at a cost per unit of development.

This method is somewhat inflexible in that it is based on the relationship between a specific facility plan and a specific land use plan. If either plan changes significantly the fees will have to be recalculated.

Note: The plan-based method described above is used to calculate fire facilities fees in this report. Other methods discussed below are included for reference.

Capacity-Based or Consumption-Driven Method. This method calculates a cost per unit of capacity based on the relationship between total cost and total capacity of a system. It can be applied to any type of development, provided the capacity required to serve each increment of development can be estimated and the facility has adequate capacity available to serve the development. Since the cost per unit of demand does not depend on the particular type or quantity of development to be served, this method is flexible with respect to changing development plans.

In this method, the cost of unused capacity is not allocated to development. Capacity-based fees are most commonly used for water and wastewater systems, where the cost of a system component is divided by the capacity of that component to derive a unit cost. However, a similar analysis can be applied to other types of facilities. To produce a schedule of impact fees based on standardized units of development (e.g. dwelling units or square feet of non-residential building area), the cost per unit of capacity is multiplied by the amount of capacity required to serve a typical unit of development in each of several land use categories.

Standard-Based or Incremental Expansion Method. Standard-based fees are calculated using a specified relationship or standard that determines the number of service units to be provided for each unit of development. The standard can be established as a matter of policy or it can be based on the level of service being provided to existing development in the study area.

Using the standard-based method, costs are defined on a generic unit-cost basis and then applied to development according to a standard that sets the number of service units to be provided for each unit of development.

Park in-lieu and impact fees are commonly calculated this way. The level of service standard for parks is typically stated in terms of acres of parks per thousand residents. A cost-per-acre for park land or park improvements can usually be estimated without knowing the exact size or location of a particular park. The ratio of park acreage to population and the cost per acre for parks is used to calculate a cost per capita. The cost per capita can then be converted into a cost per unit of development based on the average population per dwelling unit for various types of residential development.

Buy-In or Recoupment Fees. Buy-in fees can be calculated using either the plan-based method or the capacity-based method described above. The difference is that this type of fee is intended to recover a portion of the cost of existing facilities rather than facilities to be built in the future. In some cases, an impact fee is based on costs for both existing and future assets, so that a only a portion of the fee involves a buy-in.



Chapter 2, which follows, contains data on existing and future development used in the fire facilities fee analysis. Chapter 3 presents the fire facilities fee analysis and fee calculations. Chapter 4 outlines recommendations for implementing the fire facilities fees calculated in this report.



2. Development Data

This chapter presents data on existing and future development in the City of Lathrop that will be used to calculate fire facilities fees for the City in this report. The information in this chapter is used to allocate the cost of capital facilities between existing and future development and among various types of new development in the calculation of fire facilities fees.

Study Area

As discussed in Chapter 1, the fire facilities fees calculated in this report are intended to apply only to the portion of the Lathrop-Manteca Fire District service area within the City of Lathrop. Therefore, the study area addressed in this chapter is the City of Lathrop.

Time Frame

No time frame is assumed for the buildout of future development projected in this study. The methods used to calculate fire facilities fees in this study do not require assumptions regarding the rate or timing of development.

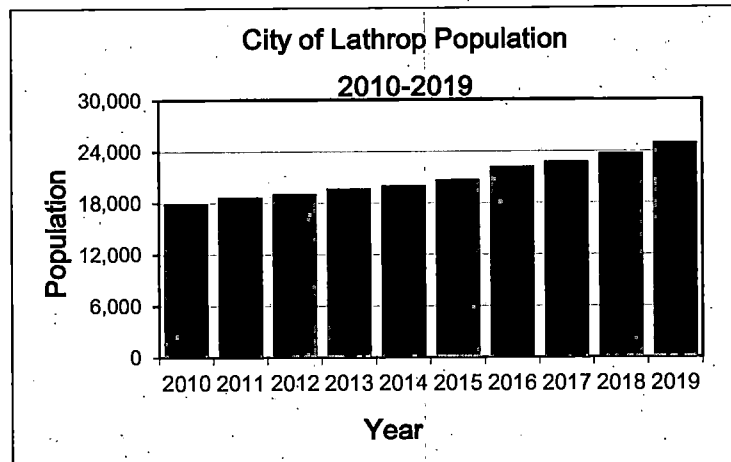
Recent Growth

The figure at right shows the California Department of Finance official January 1 population estimates for the City of Lathrop for the years 2010 through 2019.

Over that period, Lathrop has been one of the fastest-growing cities in California. Its population has increased an average of 3.25% per year, compounded.

The City's estimated January 1, 2019 population of 24,936 is an increase of 6,241 or 35% from a population of 18,695 at the time of the 2010 Census.

In recent years, the City of Lathrop has also attracted substantial commercial and industrial development, including a major new facility for the auto-manufacturer, Tesla.



Development Types

The development types defined in this study are intended to reflect actual land uses rather than zoning or general plan land use designations. The following breakdown of development types is used throughout this study:

- Residential – Low Density
- Residential – Medium Density
- Residential – High Density
- Residential - Mobile Home
- Commercial
- Office
- Industrial
- Schools/Institutional

Demand Variable

To calculate fire facilities fees, the relationship between facility needs and development must be quantified in cost allocation formulas. Some measurable attribute of development must be used as a “demand variable” in those formulas. The demand variable used to calculate fire facilities fees in this study is building area in square feet. Building square footage reasonably represents the impact of development on the demand for services provided by the Lathrop-Manteca Fire District and the facilities, apparatus and equipment needed to support those services.

Estimates of existing residential development and forecasts of future residential development presented later in this chapter are shown in dwelling units for each of the four types of residential development listed in the previous section. In order to convert dwelling units into square feet of building area, this report uses estimates of average dwelling unit size in square feet for each type of residential development. Those estimates are shown in Table 2.1.

Table 2.1 Demand Factors

Land Use Category	Unit Type ¹	Sq Ft per Unit ²
Residential - Low Density	DU	2,750
Residential - Medium Density	DU	1,700
Residential - High Density	DU	1,200
Residential - Mobile Home	DU	1,080
Commercial	KSF	1,000
Office	KSF	1,000
Industrial	KSF	1,000
Institutional	KSF	1,000

¹ DU = dwelling units; KSF = 1,000 square feet of gross building area

² Average square feet per unit of residential development estimated by NBS based on data from the City Lathrop Community Development Department and other sources

Estimates of existing non-residential¹ development and forecasts of future non-residential development are shown in thousands of square feet, abbreviated as “KSF.” Some of the calculations shown in Chapter 3 require the conversion of KSF to square feet and vice versa.

Existing and Forecasted Development

Summaries of existing and forecasted development in the City of Lathrop are presented in Tables 2.2 through 2.4 below. Lathrop has a great deal of development potential. The number of dwelling units in the City could more than triple, and the square footage of non-residential building area could more than double by buildout of the current general plan.

Table 2.2 shows estimated existing development in the City as of January 1, 2019, in terms of dwelling units (for residential development categories) and total square feet of building area in thousands of square feet (KSF).

Table 2.2 City of Lathrop Existing Development as of 1/1/2019

Land Use Category	Unit Type ¹	Dwelling Units ²	Bldg Area (KSF) ³
Residential - Low Density	DU	6,296	17,314.0
Residential - Medium Density	DU	150	255.0
Residential - High Density	DU	71	85.2
Residential - Mobile Home	DU	378	408.2
Commercial	KSF		1,524.8
Office	KSF		366.6
Industrial	KSF		19,243.0
Schools/Institutional	KSF		59.8
Totals		6,895	39,256.6

¹ DU = dwelling units; KSF = 1,000 square feet of gross building area

² Existing dwelling units based on the California Department of Finance 2019 E-5 report

³ Existing residential building area in KSF = dwelling units X square feet per unit from Table 2.1 / 1,000; non-residential building area from 2018 San Joaquin County Assessor data

Table 2.3 on the next page shows forecasted future development in the City through buildout.

¹ Non-residential development includes the commercial, office, industrial and schools/institutional categories.



Table 2.3 Future Development to Buildout of the City

Land Use Category	Unit Type ¹	Dwelling Units ²	Bldg Area (KSF) ³
Residential - Low Density	DU	9,156	25,179.0
Residential - Medium Density	DU	3,565	6,060.5
Residential - High Density	DU	4,005	4,806.0
Residential - Mobile Home	DU	0	0.0
Commercial	KSF		8,276.4
Office	KSF		1,947.1
Industrial	KSF		16,152.0
Schools/Institutional	KSF		2,714.5
Totals		16,726	65,135.5

¹ DU = dwelling units; KSF = 1,000 square feet of gross building area

² Added building area in square feet = buildout development from Table 2.4 less existing development from Table 2.2

Table 2.4 shows forecasted total development in the City at buildout.

Table 2.4 Total Development at Buildout of the City

Land Use Category	Unit Type ¹	Dwelling Units ²	Bldg Area (KSF) ³
Residential - Low Density	DU	15,452	42,493.0
Residential - Medium Density	DU	3,715	6,315.5
Residential - High Density	DU	4,076	4,891.2
Residential - Mobile Home	DU	378	408.2
Commercial	KSF		9,801.2
Office	KSF		2,313.7
Industrial	KSF		35,395.0
Schools/Institutional	KSF		2,774.3
Totals		23,621	104,392.1

¹ DU = dwelling units; KSF = 1,000 square feet of gross building area

² Buildout dwelling units based on data from the City of Lathrop 2018 Integrated Water Master Plan and the proposed (as of June 2019) increase in dwelling unit counts for the River Islands development

³ Buildout residential building area = buildout dwelling units X square feet per unit from Table 2.1 / 1,000; buildout non-residential building area based on the City of Lathrop 2018 Integrated Water Master Plan

The information in these tables is used in the next chapter in the calculation of fire facilities fees for the City of Lathrop portion of the Lathrop-Manteca Fire District.

3. Fire Facilities Fees

This chapter calculates fire facilities fees for fire protection facilities, apparatus vehicles and equipment serving the portion of the Lathrop-Manteca Fire District within the City of Lathrop. The District currently operates five fire stations, three of them located in the City of Lathrop. The District's 2018 Master Plan calls for three additional fire stations to be constructed in the City.

Methodology

The method used to calculate fire facilities fees in this chapter is the plan-based method discussed in Chapter 1. That method calculates fire facilities fees by allocating the cost of specific capital facilities to the development served by those facilities. (When the term "facilities" is used in this report, it is meant to include firefighting apparatus, vehicles and equipment associated with those facilities.) In this case, the cost of the District's existing and future facilities will be allocated to both existing and future development so that those costs are allocated equitably to all development.

As noted in Chapter 1, while the boundaries of the Lathrop-Manteca Fire District encompass some unincorporated territory in San Joaquin County, the fire facilities fees calculated in this report are intended to apply only to development within the City of Lathrop. Consequently, this analysis must recognize that the District's existing facilities serve areas outside the City.

The unincorporated part of the District is mostly agricultural. That area is not expected to experience significant urban development in the future due to a lack of water and sewer service. Two of the District's existing fire stations are located in the unincorporated portion of the District. And, although fire companies assigned to those stations do respond to calls within the City, this analysis excludes the value of those two stations and their assigned fire engines from the calculation of fire facilities fees for the City portion of the District.

Level of Service

The critical measure of level of service for fire protection and emergency medical services is emergency response time. The number of fire stations needed to serve a particular area with acceptable response times is determined by specific conditions within the area. In this case, the District's 2018 Master Plan has determined the number and general location of fire stations needed to provide an acceptable level of service within the City of Lathrop. Those future stations and their associated apparatus, vehicles and equipment are shown in the Tables that follow.

Existing and Future Facilities

Table 3.1 lists the District's existing facilities and planned future facilities with estimated building construction cost (for future buildings) or replacement cost (for existing buildings),



depreciated replacement cost for existing buildings, and estimated land cost (for future facilities) or land value (for existing facilities). Estimated building cost or replacement cost includes site development and furniture, fixtures and equipment.

As discussed on the previous page and shown in the table below, the value of existing Fire Stations 32 and 33 is excluded from the cost basis used in the calculation of fire facilities fees for the City of Lathrop portion of the District.

Table 3.1: Existing and Future Fire Stations

Facility	Constr Date ¹	Building New or Repl Cost ¹	Useful Life (Yrs) ¹	Depr Building Repl Cost ²	Site Acres ¹	Est Land Cost or Value ³	Facilities Fee Cost Basis ⁴
Fire Station 31	1972	\$ 10,000,000	50	\$ 600,000	2.5	\$ 500,000	\$ 1,100,000
Fire Station 32	1976	\$ 4,500,000	50	\$ 630,000	1.0	\$ 200,000	\$ 0
Fire Station 33	1976	\$ 4,500,000	50	\$ 630,000	1.0	\$ 200,000	\$ 0
Fire Station 34	2006	\$ 6,000,000	50	\$ 4,440,000	2.5	\$ 500,000	\$ 4,940,000
Fire Station 35	2019	\$ 7,500,000	50	\$ 7,500,000	2.5	\$ 500,000	\$ 8,000,000
Fire Station 36	Future	\$ 7,500,000	50	\$ 7,500,000	2.0	\$ 400,000	\$ 7,900,000
Fire Station 37	Future	\$ 5,500,000	50	\$ 5,500,000	2.0	\$ 400,000	\$ 5,900,000
Fire Station 38	Future	\$ 5,500,000	50	\$ 5,500,000	2.0	\$ 400,000	\$ 5,900,000
Training Center	Future	\$ 10,000,000	50	\$ 10,000,000	2.5	\$ 500,000	\$ 10,500,000
Total						3,600,000	\$ 44,240,000

¹ Information provided by the Lathrop-Manteca Fire District; figures include furniture, fixtures and equipment

² Depreciated building replacement cost using straight-line depreciation over the useful life of the asset

³ Estimated land value based on \$200,000 per acre

⁴ Facilities fee cost basis = depreciated building replacement cost + estimated land value. The value of fire stations 32 and 33 is attributed to the County portion of the District's service area and is not included in the cost basis for the impact fee calculations

Table 3.2 on the next page shows the replacement cost and depreciated replacement cost for the District's existing firefighting apparatus and vehicles. As with fire stations 32 and 33 in the previous table, no cost is included in the facilities fee cost basis for Engines 32 and 33. Some other units listed in Table 3.2 also show zero in the facilities fee cost basis column because they are fully depreciated.

Table 3.2: Existing Fire Apparatus and Vehicles

Model Year ¹	Description ¹	Useful Life (Yrs) ¹	Replacement Cost ¹	Depr Repl Cost ²	Facilities Fee Cost Basis ³
2004	Engine 33 (Reserve)	15	\$ 850,000	\$ 0	\$ 0
2008	Brush Engine 30	15	\$ 450,000	\$ 120,000	\$ 120,000
2014	Rescue 30	15	\$ 650,000	\$ 433,333	\$ 433,333
2018	Truck 30	15	\$ 882,000	\$ 823,200	\$ 823,200
2018	Truck 30 Equipment	5	\$ 250,000	\$ 200,000	\$ 200,000
2004	Engine 31	15	\$ 850,000	\$ 0	\$ 0
2010	Engine 32	15	\$ 850,000	\$ 340,000	\$ 0
2010	Engine 33	15	\$ 850,000	\$ 340,000	\$ 0
2006	Engine 34	15	\$ 850,000	\$ 113,333	\$ 113,333
2018	Engine 35	15	\$ 850,000	\$ 793,333	\$ 793,333
2018	Engine 35 Equipment	5	\$ 250,000	\$ 200,000	\$ 200,000
2016	Chevy Tahoe (Fire Chief)	5	\$ 60,000	\$ 24,000	\$ 24,000
2015	Chevy Tahoe (Battalion Chief)	5	\$ 60,000	\$ 12,000	\$ 12,000
2015	Chevy Tahoe (Battalion Chief)	5	\$ 60,000	\$ 12,000	\$ 12,000
2014	Chevy Tahoe (Fire Prevention)	5	\$ 60,000	\$ 0	\$ 0
2016	Rescue Boat 32	5	\$ 60,000	\$ 24,000	\$ 24,000
2018	Chevy Silverado 2500	5	\$ 60,000	\$ 48,000	\$ 48,000
2019	Chevy Silverado 2500	5	\$ 60,000	\$ 60,000	\$ 60,000
2018	All Terrain Vehicle	5	\$ 35,000	\$ 28,000	\$ 28,000
2018	All Terrain Vehicle	5	\$ 35,000	\$ 28,000	\$ 28,000
2018	Command Trailer	5	\$ 35,000	\$ 28,000	\$ 28,000
Total				\$ 3,627,200	\$ 2,947,200

¹ Information provided by the Lathrop-Manteca Fire District; no equipment cost is shown for apparatus older than five years because that equipment would be fully depreciated

² Depreciated replacement cost using straight-line depreciation over the useful life of the asset

³ In most cases, the facilities fee cost basis equals the depreciated replacement cost in this table; However the depreciated replacement cost of Engines 32 and 33 is not included in the impact fee cost basis (see discussion in text)

Table 3.3 on the next page shows the estimated cost of planned future fire apparatus and vehicles that will be needed to serve the City of Lathrop as it grows. That estimated cost is used as the facilities fee cost basis for those items.

Table 3.3: Future Fire Apparatus and Vehicles

Description ¹	Estimated Cost ¹
Truck 35	\$ 1,500,000
Truck 35 Equipment	\$ 250,000
Engine 36	\$ 850,000
Engine 36 Equipment	\$ 250,000
Brush Engine 36	\$ 450,000
Brush Engine 36 Equipment	\$ 175,000
Engine 37	\$ 850,000
Engine 37 Equipment	\$ 250,000
Brush Engine 37	\$ 450,000
Brush Engine 37 Equipment	\$ 175,000
Engine 38	\$ 850,000
Engine 38 Equipment	\$ 250,000
Brush Engine 38	\$ 450,000
Brush Engine 38 Equipment	\$ 175,000
Chevy Tahoe (2)	\$ 120,000
Total	\$ 6,750,000

¹ Information provided by the Lathrop-Manteca Fire District

Table 3.4 summarizes the fire facilities fee cost basis from the three previous tables and also includes the cost of personal protective equipment for additional firefighters needed to staff future fire stations and apparatus.

Table 3.4 Impact Fee Cost Basis - Existing and Future Assets

Component	Facilities Fee Cost Basis
Existing Fire Stations ¹	\$ 14,040,000
Future Fire Stations and Training Facility ¹	\$ 30,200,000
Existing - Fire Apparatus and Vehicles ²	\$ 2,947,200
Future - Fire Apparatus and Vehicles ³	\$ 6,750,000
PPE for additional firefighters (39) ⁴	\$ 390,000
Total Cost	\$ 54,327,200

¹ See Table 3.1

² See Table 3.2

³ See Table 3.3

⁴ Estimated cost of personal protective equipment for additional firefighters at \$10,000 each



Average Cost per Square Foot

As discussed in Chapter 2, building area in square feet is used as the demand variable for fire facilities fee calculations in this report. Table 3.5 calculates an average cost per square foot by dividing the total facilities fee cost basis from Table 3.4 by the total existing and future square footage of building area at buildout of the City, as shown in Table 2.4 in Chapter 2.

Table 3.5 Fire Facilities Fee per Square Foot

Total Facilities Fee Cost Basis ¹	Total Building Square Footage ²	Facilities Fee per Sq Ft ³	Admin Charge (2%) ⁴	Total Facilities Fee per Sq Ft ⁵
\$54,327,200	104,392,140	\$0.52	\$0.01	\$0.53

¹ See Table 3.4

² Projected total existing and future building square footage at buildout of the City; see Table 2.4

³ Fire facilities fee per square foot of enclosed building area = total facilities fee cost basis / total building square footage

⁴ Administrative charge = impact fee per square foot X 2% (see text)

⁵ Total fire facilities fee per square foot = impact fee per square foot + administration charge

Administrative Charge. Table 3.5 also calculates a 2% administration charge that is added to the fire facilities fee. That charge is intended to cover the cost of accounting and reports and other administrative activities required by the Mitigation Fee Act, as well as the cost of periodic updates to the fee study.

The fire facilities fee per square foot shown in Table 3.5 can be applied directly to any future development project in the City of Lathrop, based on the amount of enclosed building square footage contained in that project. It is not necessary to convert the square foot fee to a fee per unit of development for various types of development.

Projected Revenue

Table 3.6 on the next page projects the total potential revenue from the fire facilities fees calculated in this chapter. Potential revenue is projected by applying the fire facilities fee per square foot to added building square footage (excluding schools and institutional development) from Table 2.3. That projection assumes that the total square footage of future development in the City of Lathrop is consistent with the forecast shown in Table 2.3 in Chapter 2.

Table 3.6 Projected Revenue

Impact Fee per Sq Ft ¹	Future Building Square Footage ²	Projected Revenue ³
\$0.52	62,421,000	\$32,484,803

¹ See Table 3.5

² Projected future building square footage in the City excluding schools/institutional buildings; see Table 2.3

³ Projected impact fee revenue through buildout excluding admin charge = impact fee per square foot X future building square footage

The total fire facilities fee revenue projected in Table 3.6 is about \$4.8 million less than the estimated \$37.34 million cost of future facilities, apparatus and equipment shown in this chapter.

Updating the Fees

The fire facilities fees calculated in this chapter are based current cost estimates. Over time, both costs and development plans are likely to change, so we recommend that these fees be reviewed periodically and adjusted if necessary to reflect actual costs and development plans.

Nexus Summary

As discussed in Chapter 1 of this report, Section 66001 of the Mitigation Fee Act requires that an agency establishing, increasing or imposing impact fees, must make findings to:

Identify the purpose of the fee;

Identify the use of the fee; and,

Determine that there is a reasonable relationship between:

- a. The use of the fee and the development type on which it is imposed;
- b. The need for the facility and the type of development on which the fee is imposed; and
- c. The amount of the fee and the facility cost attributable to the development project.

Satisfying those requirements also ensures that the fees meet the “rational nexus” and “rough proportionality” standards enunciated in leading court decisions bearing on impact fees and other exactions. (For more detail, see “Legal Framework for Impact Fees” in Chapter 1.)

The following paragraphs explain how the fire facilities fees calculated in this chapter satisfy those requirements.

Purpose of the Fee: The purpose of the fire facilities fees calculated in this chapter is protect the public health safety and welfare by ensuring that the Lathrop-Manteca Fire District has the facilities, apparatus, vehicles and equipment necessary to provide adequate fire protection and emergency medical services to new development in the City of Lathrop.

Use of the Fee. Fire facilities fees calculated in this chapter will be used to pay for future fire protection facilities, apparatus, vehicles and equipment identified in this report.

Reasonable Relationship between the Use of the Fee and the Development Type on Which It Is Imposed. The facilities, apparatus, vehicles and equipment to be funded by fire facilities fees calculated in this report will support fire protection and other emergency services provided by the Lathrop-Manteca Fire District to all new development in the City of Lathrop.

Reasonable Relationship between the Need for the Facilities and the Type of Development on Which the Fee Is Imposed. The need for facilities, apparatus, vehicles and equipment funded by fire facilities fees calculated in this report and needed to serve new development in the City of Lathrop is identified in the Lathrop-Manteca Fire District 2018 Master Plan.

Reasonable Relationship between the Amount of the Fee and the Facility Cost Attributable to the Development Project. The amount of the fire facilities fees charged to a development project will depend on the amount of building square footage added by that project. Thus, the fee charged to a development project reflects that project's proportionate share of the cost of Lathrop-Manteca Fire District facilities, apparatus, vehicles and equipment serving future development in the City of Lathrop.

4. Implementation

This chapter of the report contains recommendations for adoption and administration of impact fees, and for the interpretation and application of the development impact fees calculated in this study. It was not prepared by an attorney and is not intended as legal advice.

Statutory requirements for the adoption and administration of fees imposed as a condition of development approval (impact fees) are found in the Mitigation Fee Act (Government Code Sections 66000 *et seq.*).

Adoption

As discussed in Chapter 1, California Health and Safety Code Section 13916, which is part of the Fire Protection District Law of 1987, does not allow the board of a fire protection district to charge a fee on new construction or development for the construction of public improvements or facilities or the acquisition of equipment.

Consequently, the fire facilities fees calculated in this report, which are intended to apply only to that portion of the District which lies within the City of Lathrop, must be adopted by the Lathrop City Council.

The form in which fire facilities fees are enacted should be determined by the City attorney. Procedures for adoption of fees subject to the Mitigation Fee Act, including notice and public hearing requirements, are specified in Government Code Sections 66016 and 66018. It should be noted that Section 66018 refers to Government Code Section 6062a, which requires that the public hearing notice be published at least twice during the 10-day notice period. Government Code Section 66017 provides that fees subject to the Mitigation Fee Act do not become effective until 60 days after final action by the governing body.

Actions establishing or increasing fees subject to the Mitigation Act require certain findings, as set forth in Government Code Section 66001 and discussed below and in Chapter 1 of this report.

Establishment of Fees. Pursuant to the Mitigation Fee Act, Section 66001(a), when an agency establishes fees to be imposed as a condition of development approval, it must make findings to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:
 - a. The use of the fee and the type of development project on which it is imposed;
 - b. The need for the facility and the type of development project on which the fee is imposed

Examples of findings that could be used for fire facilities fees calculated in this study are shown below. The specific language of such findings should be reviewed and approved by the City Attorney. A more complete discussion of the nexus for the fire facilities fees can be found in Chapter 3 of this report.

Sample Finding: Purpose of the Fee. The City Council finds that the purpose of the fire facilities fees hereby enacted is to protect the public health, safety and welfare by requiring new development to contribute to the cost of fire protection facilities needed to mitigate the impacts of new development.

Sample Finding: Use of the Fee. The City Council finds that revenue from the fire facilities fees hereby enacted will be used to provide public facilities needed to mitigate the impacts of new development in the City and identified in the 2019 Lathrop-Manteca Fire Facilities Fee Study by NBS.²

Sample Finding: Reasonable Relationship: Based on analysis presented in the 2019 Lathrop-Manteca Fire Facilities Fee Study by NBS, the City Council finds that there is a reasonable relationship between:

- a. The use of the fees and the types of development projects on which they are imposed; and,
- b. The need for facilities and the types of development projects on which the fees are imposed.
- c. The amount of the fee and the facility cost attributable to the development project on which it is imposed.

Administration

The California Mitigation Fee Act (Government Code Sections 66000 et seq.) mandates procedures for administration of impact fee programs, including collection and accounting, reporting, and refunds. References to code sections in the following paragraphs pertain to the California Government Code.

Imposition of Fees. Pursuant to the Mitigation Fee Act, Section 66001(a), when an agency imposes an impact fee upon a specific development project, it must make essentially the same findings adopted upon establishment of the fees to:

1. Identify the purpose of the fee;
2. Identify the use of the fee; and
3. Determine how there is a reasonable relationship between:

² According to Gov't Code Section 66001 (a) (2), the use of the fee may be specified in a capital improvement plan, the General Plan, or other public documents that identify the public facilities for which the fee is charged. The findings recommended here identify this impact fee study as the source of that information.

- a. The use of the fee and the type of development project on which it is imposed;
- b. The need for the facility and the type of development project on which the fee is imposed

Per Section 66001 (b), at the time when an impact fee is imposed on a specific development project, the City is also required to make a finding to determine how there is a reasonable relationship between:

- c. The amount of the fee and the facility cost attributable to the development project on which it is imposed.

The sample findings proposed in the previous section are intended to satisfy the requirements of Sections 66001(a) and 66001(b).

In addition, Section 66006 (f) provides that a local agency, at the time it imposes a fee for public improvements on a specific development project, "... shall identify the public improvement that the fee will be used to finance." The required notification could refer to the improvements identified in this study.

Section 66020 (d) (1) requires that the agency, at the time it imposes an impact fee, provide the applicant with a written statement of the amount of the fee and written notice of a 90-day period during which the imposition of the fee can be protested. Failure to protest imposition of the fee during that period may deprive the fee payer of the right to subsequent legal challenge.

Section 66022 (a) provides a separate procedure for challenging the establishment of an impact fees. Such challenges must be filed within 120 days of enactment.

Collection of Fees. Section 66007 (a), provides that a local agency shall not require payment of fees by developers of residential projects prior to the date of final inspection, or issuance of a certificate of occupancy, whichever occurs first.

However, "utility service fees" (not defined) may be collected upon application for utility service. In a residential development project of more than one dwelling unit, Section 66007 (a) allows the agency to choose to collect fees either for individual units or for phases upon final inspection, or for the entire project upon final inspection of the first dwelling unit completed.

Section 66007 (b) provides two exceptions when the local agency may require the payment of fees from developers of residential projects at an earlier time: (1) when the local agency determines that the fees "will be collected for public improvements or facilities for which an account has been established and funds appropriated and for which the local agency has adopted a proposed construction schedule or plan prior to final inspection or issuance of the certificate of occupancy" or (2) the fees are "to reimburse the local agency for expenditures previously made."

Statutory restrictions on the time at which fees may be collected do not apply to non-residential development.

In cases where the fees are not collected upon issuance of building permits, Subsections 66007 (c) (1) and (2) provide that the City may require the property owner to execute a contract to pay the fee, and to record that contract as a lien against the property until the fees are paid.

Earmarking and Expenditure of Fee Revenue. Section 66006 (a) mandates that fees be deposited "with other fees for the improvement in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected." Section 66006 (a) also requires that interest earned on the fee revenues be placed in the capital account and used for the same purpose.

The language of the law is not clear as to whether depositing fees "with other fees for the improvement" refers to a specific capital improvement or a class of improvements (e.g., street improvements).

We are not aware of any municipality that has interpreted that language to mean that funds must be segregated by individual projects. And, as a practical matter, that approach would be unworkable in any event because it would mean that no pay-as-you-go project could be constructed until all benefiting development had paid the fees. Common practice is to maintain separate funds or accounts for impact fee revenues by facility category (e.g., fire protection or park improvements), but not for individual projects.

Impact Fee Exemptions, Reductions, and Waivers. In the event that a development project is found to have no impact on facilities for which impact fees are charged, such project must be exempted from the fees.

If a project has characteristics that will make its impacts on a particular public facility or infrastructure system significantly and permanently smaller than the average impact used to calculate impact fees in this study, the fees should be reduced accordingly. Per Section 66001 (b), there must be a reasonable relationship between the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed. The fee reduction is required if the fee is not proportional to the impact of the development on relevant public facilities.

In some cases, the agency may desire to voluntarily waive or reduce impact fees that would otherwise apply to a project as a way of promoting goals such as affordable housing or economic development. Such a waiver or reduction may not result in increased costs to other development projects, so the effect of such policies is that the lost revenue must be made up from other fund sources.

Credit for Improvements Provided by Developers. If the City requires a developer, as a condition of project approval to dedicate land or construct facilities or improvements for which impact fees are charged, the City should ensure that the impact fees are adjusted so that the overall contribution by the developer does not exceed the impact created by the development.

In the event that a developer voluntarily offers to dedicate land, or construct facilities or improvements in lieu of paying impact fees, the City may accept or reject such offers, and may

negotiate the terms under which such an offer would be accepted. Excess contributions by a developer may be offset by reimbursement agreements.

Credit for Existing Development. If a project involves replacement, redevelopment or intensification of previously existing development, impact fees should be applied only to the portion of the project that represents a net increase in demand for relevant City facilities, applying the demand factors used in this study to calculate that particular impact fee.

Annual Report. Section 66006 (b) (1) requires that once each year, within 180 days of the close of the fiscal year, the local agency must make available to the public the following information for each separate account established to receive impact fee revenues:

1. A brief description of the type of fee in the account or fund;
2. The amount of the fee;
3. The beginning and ending balance of the account or fund;
4. The amount of the fees collected and interest earned;
5. Identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the percentage of the cost of the public improvement that was funded with fees;
6. Identification of the approximate date by which the construction of a public improvement will commence, if the City determines sufficient funds have been collected to complete financing of an incomplete public improvement;
7. A description of each inter-fund transfer or loan made from the account or fund, including interest rates, repayment dates, and a description of the improvement on which the transfer or loan will be expended;
8. The amount of any refunds or allocations made pursuant to Section 66001, paragraphs (e) and (f).

The annual report must be reviewed by the City Council at its next regularly scheduled public meeting, but not less than 15 days after the statements are made public, per Section 66006 (b) (2).

Refunds under the Mitigation Fee Act. Prior to 1996, The Mitigation Fee Act required that a local agency collecting impact fees was required to expend or commit impact fee revenue within five years, or make findings to justify a continued need for the money. Otherwise, those funds had to be refunded. SB 1693, adopted in 1996 as an amendment to the Mitigation Fee Act, changed that requirement in material ways.

Now, Section 66001 (d) requires that, for the fifth fiscal year following the first deposit of any impact fee revenue into an account or fund as required by Section 66006 (b), and every five years thereafter, the local agency shall make all of the following findings for any fee revenue that remains unexpended, whether committed or uncommitted:



1. Identify the purpose to which the fee will be put;
2. Demonstrate the reasonable relationship between the fee and the purpose for which it is charged;
3. Identify all sources and amounts of funding anticipated to complete financing of incomplete improvements for which impact fees are to be used;
4. Designate the approximate dates on which the funding necessary to complete financing of those improvements will be deposited into the appropriate account or fund.

Those findings are to be made in conjunction with the annual reports discussed above. If such findings are not made as required by Section 66001, the local agency could be required to refund the moneys in the account or fund, per Section 66001 (d).

Once the agency determines that sufficient funds have been collected to complete financing on incomplete improvements for which impact fee revenue is to be used, it must, within 180 days of that determination, identify an approximate date by which construction of the public improvement will be commenced (Section 66001 (e)). If the agency fails to comply with that requirement, it must refund impact fee revenue in the account according to procedures specified in Section 66001 (d).

Annual Update of the Capital Improvement Plan. Section 66002 (b) of the Mitigation Fee Act provides that if a local agency adopts a capital improvement plan to identify the use of impact fees, that plan must be adopted and annually updated by a resolution of the governing body at a noticed public hearing. The alternative, per Section 66001 (a) (2) is to identify improvements by applicable general or specific plans or in other public documents.

In most cases, the CIP identifies projects for a limited number of years and may not include all improvements needed to serve future development covered by the impact fee study. We recommend that the City Council cite this study as the public document identifying the use of the fees.

Indexing of Impact Fees. Where impact fees calculated in this report are based on current costs, those costs should, if possible, be adjusted periodically to account for changes in the cost of facilities or other capital assets that will be funded by the impact fees. That adjustment is intended to account for escalation in costs for land, construction, vehicles and other relevant capital assets. We recommend the *Engineering News Record* Building Cost Index as the primary basis for indexing construction costs. Costs for fire apparatus and vehicles should be adjusted based on recent purchases. Land costs should be adjusted based on changes in local land prices.

Training and Public Information

Effective administration of an impact fee program requires considerable preparation and training. It is important that those responsible for collecting the fees, and for explaining them



to the public, understand both the details of the fee program and its supporting rationale as detailed in this report.

Before impact fees are implemented, a staff training workshop is highly desirable if more than a handful of employees will be involved in collecting or accounting for fees.

It is also important that handouts providing information about impact fees to the public explain the purpose and use of particular impact fees and distinguish them from other types of fees, such as user fees for application processing.

Finally, anyone responsible for accounting, capital budgeting, or project management for projects involving impact fee funding must be fully aware of the restrictions placed on the expenditure of impact fee revenues. Fees must be expended for facilities and other capital assets identified in this report.

**PAGE LEFT
INTENTIONALLY
BLANK**

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO
CONSIDER MUNICIPAL CODE TEXT AMENDMENT NO.
TA-19-78**

RECOMMENDATION: **Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. First Reading and Introduction of an Ordinance to Amend Title 17 of the Lathrop Municipal Code (LMC) by Adding Chapter 17.13 to Allow the Creation of Easements by Covenant.**

SUMMARY:

The proposed text amendment is a staff-initiated proposal to add a new Chapter, 17.13 to the Lathrop Municipal Code (LMC) to allow the creation of easements by covenants. Government Code sections 65870-65875 creates an exception that allows creation of easements on properties held by a common owner, when necessary to serve the limited purpose of parking, ingress, egress, emergency access, etc. However, before the City can enter into or establish such an easement, the Government Code requires the City to pass a local enabling ordinance.

Staff recommends that the City Council consider all information presented at the public hearing, consider all public testimony, and if determined to be appropriate, adopt an Ordinance to add a new Chapter 17.13 to the LMC to allow the creation of easements by covenants.

BACKGROUND:

In certain situations, such as sharing of parking or access, subdividing or merging of parcels of land, or the vacation of streets where a parcel may be landlocked, an easement is necessary to maintain access. In these situations, an easement can protect the rights of property owners. However, when the properties in question are owned by the same person or entity, an easement cannot be created because any restrictions placed by the current owner on himself or herself are not binding against any future owner of that property. Therefore, access to the property or other enjoyment of the property could be inhibited by a future owner of one of the separated properties in question.

Government Code sections 65870-65875 creates an exception to this general rule and allow creation of easements on properties held by a common owner, when necessary to serve the limited purposes of parking, ingress, egress, emergency access, landscaping, or open space purposes.

However, before the City can require such an easement, the Government Code requires the City to pass a local enabling ordinance that allows creation of easements for properties held in common ownership. The covenant of easement document would describe the parcel to be subject to the easement and the parcel to be benefited.

At their regular meeting of July 17, 2019, the Planning Commission voted unanimously (4-0), one absent, to recommend the City Council adopt an Ordinance regarding the proposed amendment to the Lathrop Municipal Code. Attached is the Planning Commission Resolution No. 19-8 for reference. (Attachment #3).

ANALYSIS:

Staff is recommending a new chapter (17.13) under Title 17 of the LMC that would provide a solution to situations associated with creating easements over properties held in common ownership. The new Chapter 17.13 would allow for the recordation of covenants of easement. Although this situation is infrequent in the City, passage of this ordinance will solve a significant City and developer problem of trying to satisfy requirements to ensure that these easements are permanent. This ordinance will help eliminate delay in development projects by simplifying the legal requirements for property owners in this situation and enable the City and property owners to ensure that necessary easements exist in perpetuity.

For example, the Planning Commission recently approved the Tru by Hilton Hotel project on Louise Avenue. In order for the project to meet the minimum parking requirement, it was required to share parking and access with the adjacent Hampton Inn & Suites Hotel which had excess parking spaces. Since the owner for both properties are the same, a covenant involving the City as the third party is necessary to ensure that the easement is binding and in perpetuity in the event of future ownership change. These covenants would act as easements while the properties are held by a common owner and revert to easements when the properties become owned by separate entities.

The fee for processing a Covenant of Easement document is \$150, which is the current fee established for easement review. The applicants would be required to take the document for recordation and pay the associated fee at the San Joaquin County Clerk/Recorder's office.

Municipal Code Amendments

According to the Lathrop Municipal Code, amendments to the Zoning Ordinance must be reviewed by the Planning Commission with a recommendation forwarded to the City Council for approval. Before any recommendation to approve by the Planning Commission, or final approval by the City Council, the following finding must be made:

"That the proposed amendment will be consistent with applicable provisions of the General Plan".

Staff has determined that the proposed code amendments conforms to the General Plan. The attached resolution includes the above required finding.

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on August 1, 2019 and the meeting agenda was posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments.

CEQA REVIEW:

The proposed Municipal Code Text Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) by the "General Rule" 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. The amendment does not change the zoning designation on any individual property and does not affect existing land use or density. The purpose of the amendment is primarily procedural in nature. It also does not propose or require any specific development project, any specific development project undertaken in the future pursuant to the amended zoning code would be required to comply with CEQA at that time.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following action:

Introduce an Ordinance to amend Title 17 of the Lathrop Municipal Code (LMC) by adding Chapter 17.13 to allow the creation of easements by covenant.

FISCAL IMPACT:

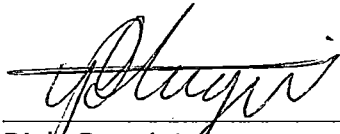
There is no fiscal impact to the City of Lathrop, only staff time to prepare the report. Applicants will be required to pay the Covenant of Easement processing fee of \$150, which is the current fee established for easement review.

ATTACHMENTS:

1. Ordinance Approving Municipal Code Text Amendment TA-19-78
2. New Chapter 17.13 Covenants for Easements
3. Planning Commission Resolution No. 19-8


**CITY MANAGERS REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING
EASEMENTS BY COVENANT**

APPROVALS:



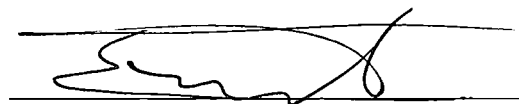
Rick Caguiat
Principal Planner

7-29-19
Date



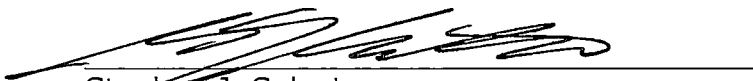
Mark Meissner
Community Development Director

7-30-19
Date



Salvador Navarrete
City Attorney

7-30-19
Date



Stephen J. Salvatore
City Manager

8-2-19
Date

ORDINANCE NO. 19-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 17 OF THE LATHROP MUNICIPAL CODE BY ADDING A NEW CHAPTER 17.13 TO ALLOW THE CREATION OF EASEMENTS BY COVENANT

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on July 17, 2019, at which they adopted PC Resolution No. 19-8 recommending the City Council adopt Municipal Code Text Amendment No. TA-19-78 pursuant to the Lathrop Municipal Code; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on August 12, 2019 to review and consider the Municipal Code Amendment; and

WHEREAS, the proposed code amendment is Citywide and affects all applicable properties in the City; and

WHEREAS, the City of Lathrop desires to protect the interest of future property owners by requiring easements, when necessary to provide for access, parking (ingress, egress, or emergency access), light and/or air access, signage, landscaping, and/or open space purposes; and

WHEREAS, Government Code sections 65870-65875 allow for the creation of easements on properties held by a common owner whenever the local agency passes a local enabling ordinance that allows creation of easements for properties held in common ownership by covenant; and

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

WHEREAS, the proposed code amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "General Rule" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures and incorporate updated policies; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendment as shown on Attachment "2", incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachment "2", incorporated by reference herein.

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 12th day of August 2019, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on 9th day of September 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

SONNY DHALIWAL, MAYOR

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Chapter 17.13 - COVENANTS FOR EASEMENT**17.13.010 - Purpose.**

This chapter provides procedures for the creation of easements through the execution and recordation of covenants, pursuant to California Government Code Sections 65870 to 65875.

17.13.020 - Applicability.

- A. This chapter shall apply to all development projects approved by the city, and acts independently from any other authority or method for the city to require an easement.
- B. The provisions of this chapter shall only apply when the covenant for easement is for:
 - 1. Parking;
 - 2. Ingress, egress;
 - 3. Emergency access;
 - 4. Light or air access;
 - 5. Landscaping;
 - 6. Open space purposes.
- C. At the time of recording the covenant of easement, all the real property benefited or burdened by said covenant shall be in common ownership.

17.13.030 – Preparation of covenant.

- A. Whenever a covenant of easement is required, the covenant shall be either:
 - 1. In a form and manner approved by the City Attorney based upon the advice of the City Engineer and Community Development Director; or,
 - 2. Whenever the City Attorney prepares a covenant of easement, the city shall be entitled to reimbursement from the applicant for all associated costs.

17.13.040 - Content of covenant.

A covenant of easement required by this chapter shall contain, at a minimum, the following elements:

- A. Identification of the owner or owners of the real property to be burdened, including a statement that both the burdened and benefited parcels are under common ownership.
- B. A consent to the covenant of easement and its recording by the record owner or owners to the covenant.
- C. Identification and legal description of the real property to be benefited and to be burdened by the covenant.
- D. A statement that said covenant shall act as an easement pursuant to Chapter 3 (commencing with Section 801) of Title 2 of Part 2 of Division 2 of the California Civil Code, including an express statement that the easement and covenant of easement shall not merge into any other interest in real property pursuant to California Government Code Section 65871(b).
- E. A statement that the covenant of easement shall run with the land, be binding upon all successors in interest to the burdened real property, inure to all successors in interest to the real property benefited, and be subject to California Civil Code Section 1104.
- F. A statement of the purpose of the easement (i.e. for access, parking, etc.).

- G. Identification of the approval, permit, or designation granted which required the covenant.
- H. A statement identifying the Lathrop Municipal Code section which sets forth the procedure for release of the covenant.

17.13.050 – Reviewing authority.

- A. The Community Development Director or the City Manager’s designee may accept an easement on behalf of the City when such an easement is required as a condition of a land use approval, permit or designation pursuant to this title.

17.13.060 - Release of covenant.

- A. Pursuant to and in accordance with the provisions hereinafter set forth in this part, the Planning Commission and the City Council, on appeal from a decision of the Planning Commission, may approve and authorize recordation of a release of a covenant of easement.

17.13.070 - Petition of release.

- A. Any person may request that the city make a determination as to whether the restriction imposed by the covenant of easement is still necessary to achieve the city's land use goals. The determination of the need for the covenant of easement shall be made by the Planning Commission. A person shall be entitled to only one such determination in any twelve (12) month period.
- B. The petition for release of a covenant of easement shall be filed in writing with the Community Development Department. The application shall include a fee as set by City Council resolution.

17.13.080 – Hearing by the Planning Commission.

- A. Upon receipt of a completed application, the Community Development Director shall set the matter for public hearing before the Planning Commission, in a manner consistent with Chapter 17.124.040 (Notice of Public Hearing).
- B. At the conclusion of the public hearing, the Planning Commission shall determine and make a finding, based upon substantial evidence in the record, whether or not the restriction imposed by the covenant of easement is still necessary to achieve the land use goals of the city. If the Planning Commission determines that the covenant for easement is still required, the Planning Commission shall, by resolution, determine that the need still exists.
- C. If the Planning Commission finds that the covenant of easement is no longer necessary, the City shall record a release of the covenant of easement in the office of the San Joaquin County Recorder’s Office.

17.13.090 – Appeal to City Council.

- A. The Planning Commission action on the continuing need for the covenant of easement is subject to appeal to the City Council by following the procedure set forth in Chapter 17.125 (Appeals).
- B. The City Council's determination shall be final and conclusive.

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 19-8**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING THE CITY COUNCIL AMEND TITLE 17 OF THE LATHROP
MUNICIPAL CODE BY ADDING CHAPTER 17.13 TO ALLOW THE CREATION OF
EASEMENTS BY COVENANT (TA-19-78)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public meeting to consider the text amendment pursuant to the Lathrop Municipal Code; and

WHEREAS, the proposed text amendment is Citywide and affects all applicable properties in the City; and

WHEREAS, the City of Lathrop desires to protect the interest of future property owners by requiring easements, when necessary to provide for access, parking (ingress, egress, or emergency access), light and/or air access, signage, landscaping, and/or open space purposes; and

WHEREAS, Government Code sections 65870-65875 allow for the creation of easements on properties held by a common owner whenever the local agency passes a local enabling ordinance that allows creation of easements for properties held in common ownership by covenant; and

WHEREAS, chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a recommendation to the City Council by resolution; and

WHEREAS, the proposed text amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "General Rule" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the Planning Commission finds that the proposed text amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedure and policies that aid development; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

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

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council adopt Zoning Text Amendment No. TA-19-78 as shown in Attachment 2 of the Staff Report, incorporated by reference herein.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 17th day of July, 2019 by the following vote:

AYES: Gatto, Ralmilay, Ishihara, Rhodes

NOES: None

ABSTAIN: None

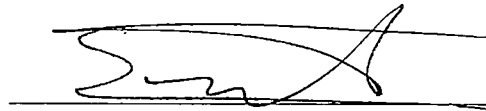
ABSENT: Dresser


Bennie Gatto, Chair

ATTEST:


Mark Meissner, Secretary

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

**PAGE LEFT
INTENTIONALLY
BLANK**

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING**

ITEM 5.5

**ITEM: APPOINTMENT OF VOTING DELEGATE FOR 2019
LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE**

**RECOMMENDATION: Appoint City's Voting Delegate for the 2019 League
of California Cities Annual Conference, October 16-
18, Long Beach**

BACKGROUND:

Each year, the League of California Cities holds an Annual Conference and business meeting to decide League policy for the upcoming year. This year, the Conference is being held at the Long Beach Convention Center, October 16 - 18, 2019. In order for the City to participate as a voting member during the Annual Business Meeting, the City Council must formally appoint one voting delegate and an alternate as the City's official representatives.

Tonight's discussion item is intended for the City Council to discuss availability amongst its members, consider formally appointing one voting delegate and potentially an alternate as the City's official representatives.

REASON FOR RECOMMENDATION:

The City would like to remain informed and participate in the policy decision-making process for the League of California Cities.

FISCAL IMPACT:

Sufficient funds are available in the City Council Training & Travel account for FY 2019-20 for one to two Councilmembers to attend this event. The approximate cost per person is estimated at \$550 for conference registration, hotel expenses, and airfare is approximately an additional \$850. The total cost is expected not to exceed \$1,400 per person.

ATTACHMENTS:

- A. 2019 Annual Conference Announcement and Tentative Schedule of Events
- B. 2019 Annual Conference Voting Procedures and Delegate/Alternate Form

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2019 LOCC ANNUAL CONFERENCE**

PAGE 2

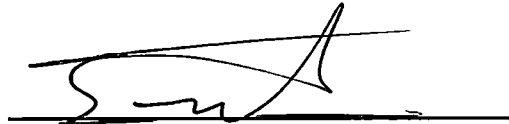
APPROVALS:



Teresa Vargas
City Clerk

7/31/19


Date



Salvador Navarrete
City Attorney

8-1-19

Date



Stephen J. Salvatore
City Manager

8-6-19

Date

ATTACHMENT A

ANNUAL CONFERENCE & EXPO | 2019



OCTOBER 16-18, 2019
LONG BEACH CONVENTION CENTER

Early Bird Registration Deadline: August 14, 2019
Housing Deadline: September 24, 2019
Pre-Registration Deadline: October 2, 2019



INVITATION TO ATTEND

I am excited to invite you to attend the League of California Cities 2019 Annual Conference & Expo in Long Beach this October 16–18.

The League's Annual Conference & Expo is an opportunity for city officials to learn and collaborate on solutions for the common challenges facing California cities. And an opportunity to celebrate the accomplishments of California cities and the League.

When you are in Long Beach, you will want to be sure to visit the Expo, where you will meet companies that provide products and solutions to help you enhance the services you provide for your communities.

I look forward to seeing you in Long Beach this fall!

Jan Arbuckle

Council Member, Grass Valley

President, League of California Cities

PROGRAM AT A GLANCE:

Wednesday, October 16

8:00 a.m. – 6:00 p.m.	Registration Open
8:30 a.m. – 1:00 p.m.	City Clerks Workshop <i>(additional registration required)</i>
9:00 – 11:00 a.m.	Policy Committees; AB 1234 Ethics Training
11:00 a.m. – 12:00 p.m.	Department Business Meetings
11:30 a.m. – 1:15 p.m.	Regional Division Lunches
12:45 – 1:15 p.m.	First Time Attendee Orientation
1:30 – 3:30 p.m.	Opening General Session
3:45 – 5:00 p.m.	Concurrent Sessions
5:00 – 7:00 p.m.	Grand Opening Expo Hall & Host City Reception <i>(exhibitor exclusive; no competing events)</i>
7:00 – 10:00 p.m.	CitiPAC Leadership Reception

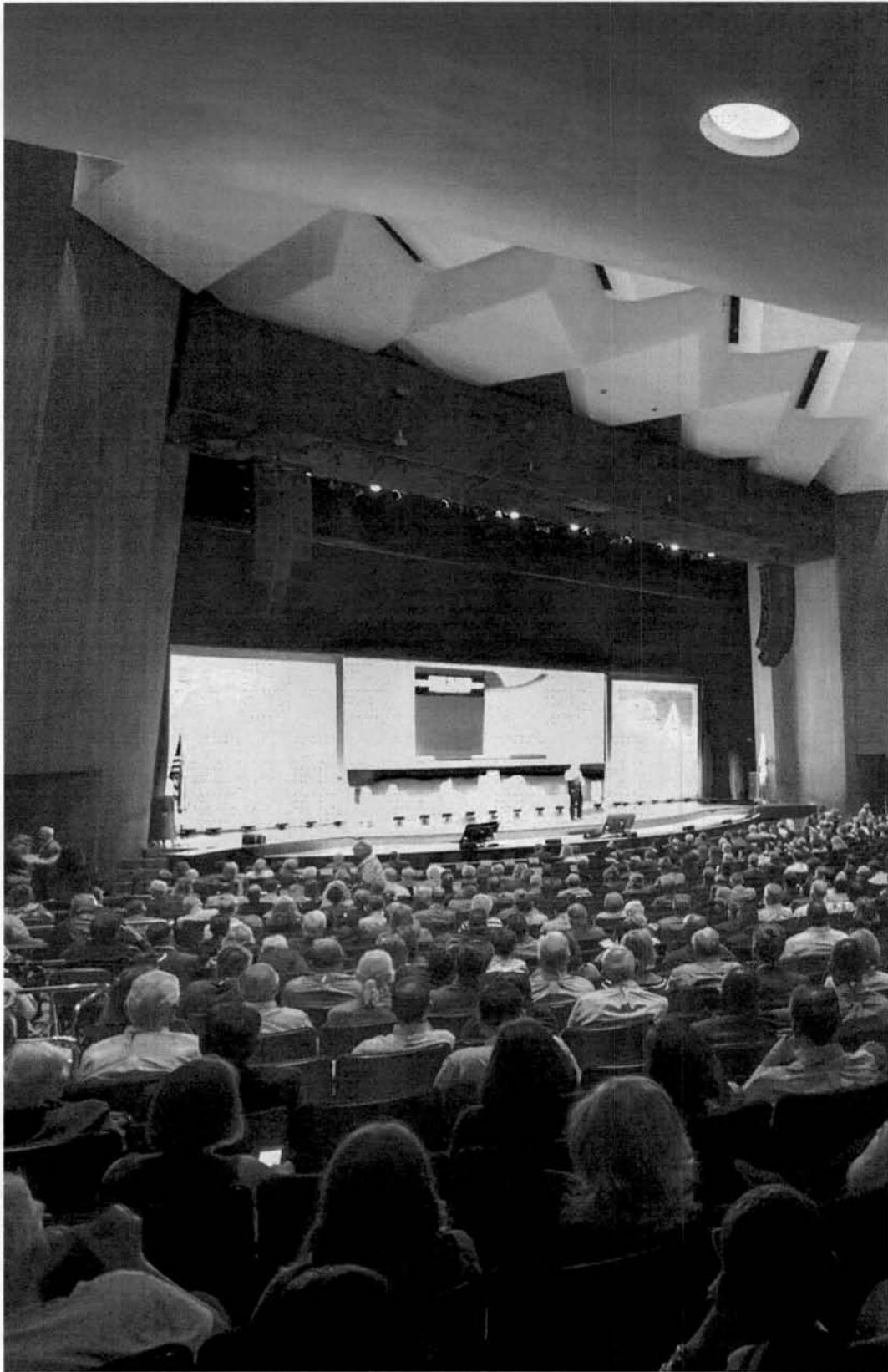
Thursday, October 17

7:00 a.m. – 4:00 p.m.	Registration Open
8:15 – 9:30 a.m.	Concurrent Sessions
9:00 a.m. – 4:00 p.m.	Expo Open
9:45 – 11:45 a.m.	General Session
11:30 a.m. – 1:00 p.m.	Attendee Lunch in Expo Hall
1:00 – 2:15 p.m.	General Resolutions Committee
1:00 – 5:30 p.m.	Concurrent Sessions
2:15 – 2:45 p.m.	Diversity Caucus Board Meetings
4:00 – 5:30 p.m.	Board of Directors Meeting
Evening	Division and Caucus Events

Friday, October 18

7:30 a.m. – 12:00 p.m.	Registration Open
7:30 – 9:15 a.m.	Regional Division Breakfasts
8:00 a.m. – 12:15 p.m.	Concurrent Sessions
8:45 – 10:45 a.m.	AB 1661 Sexual Harassment Prevention Training
12:30 – 2:30 p.m.	Closing Luncheon & General Assembly

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly.



CONFERENCE OVERVIEW

GENERAL SESSIONS

During the Opening General Session on Wednesday, attendees will hear from a dynamic keynote speaker and the League will announce the winners of the Helen Putnam Award for Excellence.



On Thursday morning, attendees will hear from a variety of speakers about “futuristic” tools that are available to city leaders of today and how technology will continue to transform the landscape of our communities. Hear ideas on how you can ensure your city will not only survive, but also adapt and thrive as our state experiences major changes in demographics, mobility, and technology.

Friday’s General Session is where the work gets done. Come celebrate the future of the League as the 2019 — 20 Board of Directors are sworn into office. In addition, any resolutions approved by the policy committees and/or General Resolutions Committee will be considered.





EDUCATIONAL SESSIONS

Panels, Facilitated Discussions, and Speed Sessions

Educational sessions at the Annual Conference are offered in a variety of formats and include professional development focused on leadership skills and workable solutions. Targeting a broad audience, sessions concentrate on innovative, evidence-based, and discussion-provoking trends, tools and best practices. Connecting professional experience and collective understanding, these sessions aim to provide attendees the opportunity to gain practical skills and useful resources. Session titles and descriptions will be posted at www.cacities.org/AC as they are confirmed.

State Mandated Training

Training to meet state requirements on specific ethics laws and principles and workplace harassment prevention, discrimination and retaliation will be offered. Understanding Public Service Ethics Laws and Principles (AB 1234 Training) will be available as a pre-conference workshop on Wednesday morning, and Sexual Harassment Prevention Training for City Officials (AB 1661/1825 Training) will be available Friday morning during the concurrent sessions.



LEAGUE PARTNERS SPEAKER THEATER

Located in the League Partners Village on the Expo floor, the Speaker Theater will showcase presentations by League Partners.



CITY CLERKS WORKSHOP

(Wednesday, October 16)

The annual City Clerks Workshop is scheduled on Wednesday morning at 8:30 a.m. The workshop begins with a 30-minute department business meeting followed by a four-hour workshop. Additional registration required; CMC/MMC Advanced Education Point accreditation will be available.

CITY ATTORNEYS' TRACK

The League City Attorneys' Department will present its municipal law track at the Annual Conference, providing Minimum Continuing Legal Education (MCLE) presentations for California attorneys. Legal updates will be offered in municipal litigation subject areas: General Municipal Law, Torts & Civil Rights, Labor & Employment, and Land Use & CEQA. Additional timely municipal law topics will be covered. The department's track will also include one hour of MCLE specialty credit. All conference attendees are welcome to attend City Attorneys' Track presentations of interest.





ORGANIZATION MEETINGS AND SESSIONS

First Time Attendees

A special presentation to welcome first-time attendees is scheduled for Wednesday, October 16, at 12:45 p.m. Join us to hear about our organization and how to get the most out of your conference experience.

Municipal Departments

Functioning as professional societies with educational and networking opportunities, professional departments play an essential role in forming League policy and programs. Discover what your colleagues are working on with the League by attending the department business meetings at 11:00 a.m. on Wednesday.

Policy Committees

Close to 350 city officials serve on the League's policy committees and add their collective expertise, wisdom and opinions to the policy debate that is the foundation of League policy. Recommendations from the policy committees are forwarded to the League Board of Directors or General Assembly. Policy committees will meet on Wednesday morning as needed to review Annual Conference Resolutions and other pending issues.



General Resolutions Committee

The General Resolutions Committee (GRC), which comprises representatives from each division, department, policy committee and individuals appointed by the League President, will meet on Thursday afternoon to consider resolutions. Resolutions approved by the policy committees and/or GRC are next considered by the General Assembly on Friday. See page 9 for more information.

NETWORKING OPPORTUNITIES



Diversity Groups

The Board of Directors has recognized five diversity groups: African-American Caucus; Asian-Pacific Islander Caucus; Lesbian, Gay, Bisexual & Transgender, Queer Caucus; Latino Caucus and Women's Caucus. Sign up to join one or more of the League's caucuses. Caucus networking events at the Annual Conference are open to all attendees.

Regional Divisions

Regional Divisions function as the League's grassroots advocacy teams. Divisions are staffed locally by regional public affairs managers to support League goals. Contact your regional manager (www.cacities.org/regionalmanagers) for more information about division networking events during the conference. Additional fees may apply.

Host City Reception

The City of Long Beach welcomes delegates to the League of California Cities Annual Conference & Expo. Please join us at the opening night host city reception and enjoy a selection of delicious hors d'oeuvres. The reception will take place from 5:00 – 7:00 p.m. on Wednesday, October 16, at the Long Beach Convention Center in the Expo Hall. A registration badge is required to access the event.

CitiPAC — Leadership Reception

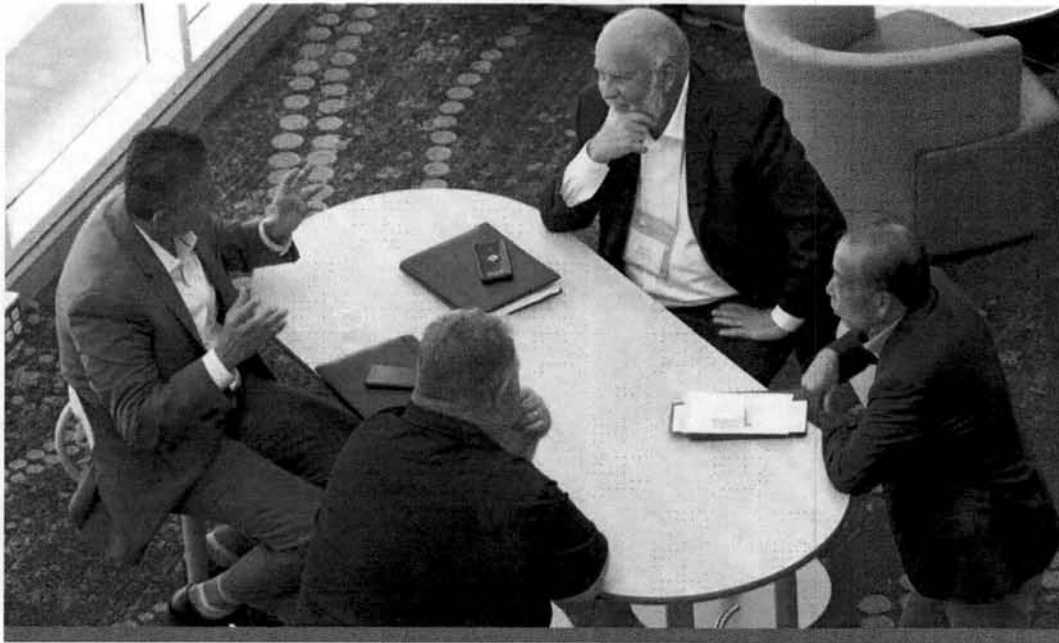
In conjunction with host Keenan & Associates, CitiPAC will present its Leadership Reception immediately following the host city reception. Join conference attendees for this wonderful event in support of CitiPAC, featuring food, beverages and entertainment.



ANNUAL CONFERENCE RESOLUTIONS PROCESS



Policy development is a key part of the League's legislative effectiveness. The League's Annual Conference resolutions process is one way that city officials can directly participate in the development of League policy. Any elected or appointed city official, individual city, division, department, policy committee, or the Board of Directors may submit a resolution for consideration at the conference. For complete information on the process and how to submit a resolution, visit www.cacities.org/resolutions.



2019 RESOLUTIONS CALENDAR AND DEADLINES

Before the Conference

Friday, July 12: Deadline for submitting appointments to the General Resolutions Committee.

Saturday, August 17, Midnight: Deadline for submitting resolutions to the League office by regular mail, email or fax.

Friday, August 30: Resolutions distributed to city officials and posted on the League website.

At the Conference

Wednesday, October 16, 9:00 — 11:00 a.m.: Policy committees meet to review resolutions and make recommendations to the General Resolutions Committee on resolutions assigned to each committee.

Thursday, October 17, 12:30 p.m.: Deadline to submit signatures to qualify a petitioned resolution.

Thursday, October 17, 1:00 p.m.: General Resolutions Committee meets to consider and make recommendations on resolutions.

Friday, October 18, 12:30 p.m.: Consideration of resolutions by cities in the General Assembly at the Annual Business Meeting. (*Voting Delegates must be registered for the conference and must stay until conclusion of voting. They may register for Friday only.*)

EXHIBITOR LISTING *(as of May 10)*

Bold are League Partners

ADA Consultant Services
AED Total Solution
Alliance Resource Consulting
Allied Powers LLC
Ameresco
American Ramp Company
Amgen Tour of California
ANP lighting
Architerra Design Group
Asphalt Zipper, Inc.
Avenu Insights & Analytics (MuniServices)
Best Best & Krieger
Blais & Associates, Inc.
Blount International
Bob Murray & Associates
Burke, Williams & Sorensen
California Association of Code Enforcement Officers
California Association of Public Information Officials
California Association of Public Procurement Officials
California Building Officials (CALBO)
California Consulting, Inc.
California Department of General Services
California High-Speed Rail Authority
California Housing Finance Agency (CalHFA)
California Joint Powers Insurance Authority
California State University San Bernardino
CentralSquare Technologies
Charles Abbott Associates, Inc. (CAA)
Citrus Pest and Disease Prevention Program
CleanStreet
Climatec LLC
CSG Consultants
Dapeer, Rosenblit & Litvak, LLP
Dave Bang Associates, Inc.
Davey Resource Group, Inc.
David Taussig & Associates
Department of Housing and Community Development
Diehl Metering LLC
Diesel Technology Forum
DLR Group
DRC Emergency Services/SLS
Earth Systems
eCivis
ECS/Gold Crew
EdgeSoft, Inc.
ENGIE Services U.S.
Ennis-Flint
Enterprise Fleet Management
Fieldman, Rolapp & Associates, Inc.
First Capitol
ForeFront Power
George Hills
GHD
Gordian
GovHR USA
GovPayNet
Granicus
Graphic Solutions
Greenfields Outdoor Fitness
HAI, Hirsch & Associates Inc.
Hapco
HB Staffing
HdL Companies
Holman Capital Corporation
HR Green, Inc.
IES / SitelogIQ
In God We Trust, Inc.
INFRAMARK
Intelligent Traffic Equipment Marketing Ltd.
Interwest Consulting Group
J.M. Equipment Company
Johnson Controls
Jones & Mayer
JustServe
Kaiser Permanente
Keenan & Associates
Keyser Marston Associates, Inc.
KOMPAN Playgrounds
Kosmont Companies
Learn4Life
LECET Southwest
Library Systems & Services
Liebert Cassidy Whitmore
LINC Housing
Lincoln Financial Group
Mattress Recycling Council
Meyers Nave
MGO





Michelson Found Animals Registry
 MNS Engineers
 Municibid
 Navio International
 NLC Service Line Warranty Program
Northern California Carpenters Regional Council
NV5
 Omega II Fence Systems
 Optimum Seismic Inc.
 Otto Environmental Systems North America, Inc.
PARS
 PARSAC
 PERC Water Corporation
 PetData
PFM Financial Advisors LLC
 Piper Jaffray & Co.
 PowerFlare (PF Distribution Center, Inc.)
 Powersmiths International Corp.
 Precision Concrete Cutting
 Public Restroom Company
 Radarsign, LLC
 Ralph Andersen & Associates
Renne Public Law Group
Republic Services
Richards Watson Gershon
 RICKMAR Products LLC
 Ring
 RJM Design Group, Inc.
 RKA Consulting Group
 SA RECYCLING LLC
 SAFEbuilt, LLC
 SafetyStepTD
 Schaefer Systems International
Schneider Electric

ScholarShare 529
 SDI Presence LLC
 Security Lines US
SERVPRO
 Siemens Energy
 Silver & Wright LLP
 Sloan Sakai Yeung & Wong LLP
Smart Cities Prevail
 SmartWatt
 SolarMax LED
 Stalker Radar
 State Water Resources Control Board
 Study.com
 Superior Tank Solutions
 SwiftComply US OpCo Inc.
 SyTech Solutions
 TAPCO
 TBWB Strategies
 The Code Group, Inc., dba VCA Code
 The Pun Group, LLP
 The San Diego Foundation
 TNT Fireworks
 Toyota Motor North America
Trane Energy Solutions
Transtech Engineers, Inc.
 Troy & Banks
Vanir Construction Management, Inc.
 ViewPoint Cloud
 Wagners CFT LLC
 WEH Technologies Inc.
Wells Fargo Bank
West Coast Arborists, Inc.
Willdan
William Avery & Associates, Inc.
Ygrene

REGISTRATION INFORMATION

Pre-Registration Deadline: October 2, 2019

After this date, please register onsite.

Conference Location

The 2019 Annual Conference & Expo will be held at the Long Beach Convention Center, located downtown at 300 East Ocean Boulevard. All sessions will be held at the convention center unless otherwise noted.



Full Registration Includes:

- Admission to Expo and education sessions (*unless otherwise indicated*)
- Wednesday host city reception; Thursday grab-and-go breakfast; Thursday lunch with exhibitors; Friday closing luncheon
- Admission to CitiPAC and Diversity Caucus Receptions
- Electronic access to all program materials

Online Registration (credit card): Visit www.cacities.org/AC

Mail-in Registration (pay by check): Contact mdunn@cacities.org to request a registration form.

NOTE: Conference Registration is required to attend all conference activities including Department and Division meetings and the General Assembly. Sharing of registration is prohibited.

Full Conference Registration Fees

	Early Bird Through August 14	After August 14 and onsite
City Delegate		
Member City	\$550	\$600
Non-Member City	\$1550	\$1600
Public Official		
State/County/Public Official	\$625	\$675
All Others	\$725	\$775

One-Day Registration Fees

Early Bird rates are not available for one-day registration

City Delegate	
Member City	\$325
Non-Member City	\$1325
Public Official	
State/County/Public Official	\$375
All Others	\$425

Optional Registration Add-ons *(non-refundable)*

City Clerks Workshop *(includes lunch)* — \$150 member cities, \$300 non-member cities

Guest Registration — \$125

The guest rate is restricted to those who are not city/public officials, are not related to any Partner/Expo company, and would have no professional reason to attend for learning or business. **Rate includes admission to the Expo and receptions only.** Session seats are reserved for conference registrants. There is no refund for the cancellation of a guest registration. It is not advisable to use city funds to register a guest.



Questions or special needs? Contact our conference registrar at mdunn@cacities.org before **Tuesday, September 24.**

Refund Policy

Advance registrants unable to attend will receive a refund of rate paid, **minus a \$75 processing charge**, only when a written request is submitted to the League of California Cities, Conference Registration, 1400 K Street, Sacramento, CA, 95814 or mdunn@cacities.org and received on or before **Tuesday, September 24.** Refunds will not be available after this date. If you are unable to attend, you may substitute a colleague for your entire registration.

HOTEL INFORMATION

A limited amount of hotel rooms are available at reduced rates for registered attendees and exhibitors at the 2019 Annual Conference & Expo. Reserve your hotel nights while space is available. The discounted hotel rate cut-off is **Tuesday, September 24.** Hotels are subject to sell out prior to the deadline — reserve early!

STEP ONE: (Register for the Conference)

Registration can be completed at www.cacities.org/AC.

STEP TWO: (Book hotel room)

After your registration for the conference is received and processed, a confirmation email will be sent containing the links for housing reservations. Phone reservations will not be accepted.





1400 K Street, Suite 400
Sacramento, CA 95814
www.cacities.org/AC



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

2019 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, October 4, 2019. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk (circle one) _____ (signature)

Date: _____ Phone: _____

Please complete and return by Friday, October 4, 2019

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

**CITY MANAGER'S REPORT
AUGUST 12, 2019 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR'S REFERRAL

RECOMMENDATION: Appointment of Three (3) Youth Advisory Commission Members With Terms Expiring May 31, 2020

YOUTH ADVISORY COMMISSION – LMC CHAPTER 2.20

The commission currently has four (4) available vacancies; three (3) applications were received. Staff will continue to recruit until all vacancies are filled.

Former Commissioner(s);	Date of Appointment	Reappointment Date	Term Expiration Date
Junior Dhaliwal	6/11/18	n/a	5/31/19
Micaela Estavillo	6/11/18	n/a	5/31/19
Andrea Solis	6/11/18	n/a	5/31/19
Angelica Gomez	8/13/18	n/a	5/31/19

APPLICANTS FOR CONSIDERATION:

1. Phil Tyalla
2. Navni Saini
3. Taurus Kohn



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

MAR 14 2019

Name: Phil Truitt CITY CLERK

Address: [Redacted] City: Lathrop Zip: 95370

Telephone (home) [Redacted] Telephone (work)

Telephone (cell) Telephone (other)

Email: [Redacted] Resident of the City of Lathrop: 6 years

Do you have Transportation to attend the Commission meetings and Functions? Yes [checked] No []

Background Information:

Are you related to a current City Employee? 1/0

If yes, give name and relationship

Employment/Volunteer Information:

Organization Date

Location Position(s)

Responsibilities/accomplishments:

Organization Date

Location Position(s)

Responsibilities/accomplishments:

Community Activities that you have been involved with (feel free to attach additional pages)

<u>VPE</u>	<u>member</u>	
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: _____

Educational Information:

<u>LHS High School</u>	<u>In Progress</u>		<u>20</u>
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>	<i>Year</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Please sign and date your application and submit to the Office of the City Clerk at the address below..

<u>Bill</u>	<u>3.14.19</u>
<i>Signature</i>	<i>Date</i>

Parent/Guardian Signature (Required for Youth Advisory Candidates only)

**City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330**



COMMISSION/COMMITTEE APPLICATION

Applying for: Youth Advisory Commission

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission

RECEIVED

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:

JUL 25 2019

Name: Navni Saini CITY CLERK

Address: [redacted] City: Lathrop Zip: 99330

Telephone (home) [redacted] Telephone (work) [redacted]

Telephone (cell) [redacted] Telephone (other) [redacted]

Email [redacted] Resident of the City of Lathrop: 10 years

Do you have Transportation to attend the Commission meetings and Functions? Yes No

Background Information:

Are you related to a current City Employee? No.

If yes, give name and relationship -

Employment/Volunteer Information:

Stockton Sikh Temple Current

Organization Date

Stockton, CA N/A

Location Position(s)

Responsibilities/accomplishments: I volunteered in the kitchen where I helped prepare the food.

Lathrop High Link Crew 2018 - Present

Organization Date

Lathrop, CA N/A

Location Position(s)

Responsibilities/accomplishments: Helping incoming freshman smoothly transition from middle school to high school.

Community Activities that you have been involved with (feel free to attach additional pages)

LHS Link Crew	N/A	2018 - Present
<i>Name of Organization</i>	<i>Position/Responsibilities</i>	<i>Dates</i>

Stockton Sikh Temple	Cooking/Kitchen	Current
<i>Name of Organization</i>	<i>Position/Responsibilities/Accomplishments</i>	<i>Dates</i>

Special Awards or Recognitions you have received: LHS 'Spartan of the Month' in October 2018, Respect the Shield - Spartan Gold (4.0+) all semesters at LHS, Scholar Athlete (Basketball 2018)

Educational Information:

Lathrop High School	Junior	2021
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>

Mossdale Elementary		2009-2017
<i>Educational Institution</i>	<i>Degree/Diploma</i>	<i>Field</i>

Additional Information (Please provide any other information which you feel would be useful to the City Council in reviewing your application.)

Other than in Link Crew, I am in various clubs such as College Bound and California Scholarship Federation. I also work very hard in school and have a 4.9 GPA, which I take pride in. As an aspiring nurse, I also plan on volunteering at a local hospital to help out my community a bit more.

Please sign and date your application and submit to the Office of the City Clerk at the address below..

Nuni Dri
Signature

07/16/19
Date

Mansit Kaur
Parent/Guardian Signature (Required for Youth Advisory Candidates only)

City Clerk
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



COMMISSION/COMMITTEE APPLICATION

Applying for: Student Advisory

Special Requirements:

Youth Advisory Commission: Must be a Lathrop resident between 13 to 18 years of age to serve on this commission
Senior Advisory Commission: Must be 50 years of age or over and a registered voter to serve on this commission.
Planning and Parks & Recreation Commissions: Must be a Lathrop resident and a registered voter to serve on this commission.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION RECEIVED

JUL 29 2019

Name: Taurus Kohn

Address: [Redacted] City: Lathrop Zip: 95330

CITY CLERK

Telephone (home) [Redacted] Telephone (work) _____

Telephone (cell) [Redacted] Telephone (other) _____

Email: [Redacted] Resident of the City of Lathrop: _____ years

Do you have Transportation to attend the Commission meetings and Functions? Yes [X] No []

Background Information:

Are you related to a current City Employee? NONE

If yes, give name and relationship _____

Employment/Volunteer Information:

Wells Fargo Concord, CA 4/2017
Organization Date

Lathrop, CA Beautiful Earth day
Location Position(s)

Responsibilities/accomplishments: clean the San Joaquin River
(Green Plaza) Planted tree's

Organization Date

Location Position(s)

Responsibilities/accomplishments: _____

**PAGE LEFT
INTENTIONALLY
BLANK**