

# OCTOBER 14, 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](http://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, 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.



**OCTOBER 14, 2019 – Regular Meeting Agenda – 7:00 p.m.**



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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](mailto:citycouncil@ci.lathrop.ca.us)**

**This City Council Agenda may be accessed by computer or any smart device at the following Worldwide Web Address: [www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us) LIVE STREAMING & CLOSED CAPTIONING – Available, please visit the City Council Webpage or use the following 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, OCTOBER 14, 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 5:30 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.**

**1. PRELIMINARY**

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

1.2.2 CONFERENCE WITH LEGAL COUNSEL Existing Litigation Pursuant to  
Government Code 54956.9(a)  
Adriana Jai Flores-Lopez vs City of Lathrop, San Joaquin County  
Superior Court, Case No. STK-CV-UED-2017-0012183

**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 PROCLAMATION - Declaring October Domestic Violence Awareness Month

- 2.2 INTRODUCTION OF NEW EMPLOYEE:
  - Thomas Hedegard, Accounting Manager
- 2.3 ECONOMIC DEVELOPMENT UPDATE
- 2.4 PRESENTATION – NextGeneration STEAM Academy and River Islands Technology Academy Presentation on Emergency Preparedness
- 2.5 PRESENTATION – Update on Recent Regulations from the State Water Resources Control Board, Division of Drinking Water (*formerly the California Department of Public Health, Drinking Water Program*)

**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 in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES  
Approve Minutes for the Special Council Meeting and Regular Council Meeting of September 9, 2019
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 19-409 BY TITLE ONLY AMENDING SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 OF THE LATHROP MUNICIPAL CODE

Waive Full Reading and Adopt Ordinance 19-409 by Title Only Amending Section 10.08.030 of the Lathrop Municipal Code Relating to Speed Limits on Harlan Road Between Roth Road and Slate Street, Johnson Ferry Road Between Colonial Trail and Golden Spike Trail, Louise Avenue Between Harlan Road and 5th Street and Roth Road between I-5 and East City Limits

- 4.4 CHRISTMAS PARADE TEMPORARY STREET CLOSURE  
Adopt Resolution Approving Temporary Street Closures for the Lathrop Christmas Parade on December 14, 2019
- 4.5 WINTER HOLIDAY & CITY COUNCIL MEETING SCHEDULE FOR REMAINDER OF 2019  
Consideration of Proposed Winter Holiday Closure and Remainder of 2019 City Council Meeting Schedule
- 4.6 ACCEPT EMERGENCY CONSTRUCTION WORK BY DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, FOR PAVEMENT REPAIRS TO E. LOUISE AVENUE AND MANTHEY ROAD  
Adopt Resolution Accepting Emergency Construction Work by DSS Company, DBA Knife River Construction, for Pavement Repairs to E. Louise Avenue and Manthey Road and Authorize the Filing of a Notice of Completion
- 4.7 ACCEPT IMPROVEMENTS CONSTRUCTED BY FBD VANGUARD FOR THE CITYWIDE SIDEWALK REPAIR PROGRAM CIP PS 15-04  
Adopt Resolution Accepting Improvements Constructed by FBD Vanguard for the Citywide Sidewalk Repair Program CIP PS 15-04, Authorize the Filing of a Notice of Completion and Release of Contract Retention
- 4.8 ACCEPT IMPROVEMENTS CONSTRUCTED BY DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, FOR THE PAVEMENT MAINTENANCE REPAIR PROGRAM CIP PS 18-01 PHASE I  
Adopt Resolution Accepting Improvements Constructed by DSS Company, DBA Knife River Construction, for the Pavement Maintenance Repair Program CIP PS 18-01 Phase I, Authorize the Filing of a Notice of Completion and Release of Contract Retention
- 4.9 ACCEPT SPARTAN WAY STREET IMPROVEMENTS  
Adopt Resolution Accepting Street Improvements on Spartan Way between Land Park Drive and Existing Lathrop Road from Saybrook CLSP, LLC
- 4.10 RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH TRACY GRADING & PAVING, INC., FOR PAVEMENT REPAIRS IN CONJUNCTION WITH UPRR'S EMERGENCY RAILROAD REHABILITATION AT ROTH ROAD  
Adopt Resolution to Ratify City Manager's Approval of an Emergency Construction Contract with Tracy Grading & Paving, Inc., for Pavement Repairs, in Conjunction with UPRR's Emergency Railroad Rehabilitation at Roth Road, Accept the Improvements, Approve Related Budget Amendment and Authorize the Filing of a Notice of Completion

- 4.11 APPROVE TASK ORDER NO. 15 WITH 4LEAF, INC., FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION  
Adopt Resolution Approving Task Order No. 15 to the Master Professional Consulting Services Agreement with 4Leaf, Inc., for Professional Building Division Services and Related Budget Amendment
- 4.12 APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR CIP PS 14-04 HARLAN ROAD REALIGNMENT AT ROTH ROAD  
Adopt a Resolution Authorizing a Professional Services Agreement with Dokken Engineering for Professional Engineering Consulting Services for CIP PS 14-04 Harlan Road Realignment at Roth Road
- 4.13 CREATE CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND BUDGET AMENDMENT  
Adopt Resolution Creating CIP WW 20-17 Surface Water Discharge Project and Approving Related Budget Amendment
- 4.14 CREATE CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS AND APPROVE/RATIFY AGREEMENTS WITH EKI WATER & ENVIRONMENT, INC., AND FRUIT GROWERS LABORATORY, INC., DBA FGL ENVIRONMENTAL, AND BUDGET AMENDMENT  
Adopt a Resolution Creating CIP PW 20-16 Groundwater Treatment Improvements, Approving/Ratifying Agreements with EKI Water & Environment, Inc., and Fruit Growers Laboratory, Inc., dba FGL Environmental to Provide Technical Support Services Related to the Detection of PFAS in the City's Groundwater Supply, and with FGL for Water Quality Laboratory Testing for PFAS and Approve Associated Budget Amendment
- 4.15 PURCHASE OF A VACUUM TRUCK FOR PUBLIC WORKS OPERATION AND MAINTENANCE DIVISION  
Adopt a Resolution Approving the Purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the Amount of \$475,994.13 for the Public Works Operations and Maintenance Division and Related Budget Amendment
- 4.16 APPROVE AGREEMENT WITH SOUTH LATHROP LAND LLC FOR TRANSPORTATION RELATED CAPITAL FACILITY FEES  
Adopt Resolution Approving an Agreement with South Lathrop Land LLC for Transportation Related Capital Facility Fees for the South Lathrop Commerce Center
- 4.17 CONTRACT AMENDMENT WITH DAVID SILVA LANDSCAPE FOR LANDSCAPE MAINTENANCE SERVICES  
Adopt Resolution Approving a Contract Amendment with David Silva Landscape to Include Landscape for Maintenance Services in various areas within the City

- 4.18 APPROVE AGREEMENT FOR INDUSTRIAL PRETREATMENT PROGRAM (IPP)  
Adopt Resolution Approving an Agreement with Veolia Water North America West, Inc., for the Administration of the Industrial Pretreatment Program (IPP)

*RIVER ISLANDS CONSENT ITEM(S)*

- 4.19 APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 38 LOTS IN TRACT 3992 Village "V" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS  
Adopt Resolution Approving Final Map for Tract 3992 Village "V" within the Lakeside East District, Totaling 38 Single Family Lots, Common Use Agreement with Island Reclamation District 2062 for a Portion of Ulrich Court and a Subdivision Improvement Agreement with River Islands Development, LLC
- 4.20 ACCEPT RECYCLED WATER LAND APPLICATION SITE A-34 FROM RIVER ISLANDS DEVELOPMENT, LLC  
Adopt Resolution Accepting Recycled Water Land Application Site A-34 from River Islands Development, LLC

**5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN AND THE SOUTH LATHROP SPECIFIC PLAN CAPITAL FACILITIES FEES STUDY AND THE FEES RECOMMENDED THEREIN  
Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Adopt a Resolution Adopting the Lathrop Gateway Business Park Specific Plan and the South Lathrop Specific Plan Capital Facilities Fees Study and the Fees Recommended Therein
- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE 2020 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT  
Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Adopt a Resolution Approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2020
- 5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER UNMET TRANSIT NEEDS FOR FY 20-21  
City Council to Consider the Following:
1. Hold a Public Hearing; and
  2. Council to Consider Unmet Transit Needs within the City of Lathrop (Transportation Development Act Requirements for Transit Funds)

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ORDINANCE TO REPEAL AND REPLACE LATHROP MUNICIPAL CODE TO TITLE 15 (BUILDING AND CONSTRUCTION) TO INCORPORATE THE 2019 CALIFORNIA BUILDING STANDARDS CODE

Council to Consider the Following:

1. Hold a Public Hearing; and
2. Introduction and First Reading of an Ordinance to Repeal and Replace Lathrop Municipal Code Title 15 (Building and Construction) to Incorporate the 2019 California Building Standards Code

**6. COUNCIL COMMUNICATIONS**

6.1 COUNCILMEMBER TORRES-O'CALLAGHAN REFERRAL – Propose Ordinance Addressing Distracted Walking and Use of Crosswalks

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





CITY OF LATHROP  
CITY COUNCIL SPECIAL MEETING  
MONDAY, SEPTEMBER 9, 2019, 5:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive, Lathrop, CA 95330

MINUTES

**PLEASE NOTE: The City Council met in Closed Session on September 9, 2019, at 5:01 p.m., to discuss the following items, prior to the regularly scheduled meeting.**

**1. PRELIMINARY**

- 1.1 CALL TO ORDER – Vice Mayor Salcedo called the meeting to order at 5:01 p.m.
- 1.2 ROLL CALL: Present: Vice Mayor Salcedo; Councilmembers: Akinjo, Lazard and Torres-O’Callaghan.  
Absent: Mayor Dhaliwal

**2. CLOSED SESSION**

- 2.1 CONFERENCE WITH LEGAL COUNSEL Existing Litigation Pursuant to Government Code 54956.9(a)  
Adriana Jai Flores-Lopez vs City of Lathrop, San Joaquin County Superior Court, Case No. STK-CV-UED-2017-0012183
- 2.2 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8  
Property Location: 15597 Seventh Street  
Agency Negotiator: City Manager, Stephen J. Salvatore  
Negotiating Parties: May M. Lum  
Under Negotiation: Terms and Conditions of Lease

**RECONVENE** – Vice Mayor Salcedo reconvened the meeting at 6:04 p.m.

- 2.3 REPORT FROM CLOSED SESSION - City Attorney Salvador Navarrete reported that direction was provided to staff; no other reportable action was taken.

**3. ADJOURNMENT** – Vice Mayor Salcedo adjourned the Special Meeting to the Regular Meeting at 6:05 p.m.

  
Teresa Vargas, CMC, City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.

**CITY OF LATHROP  
CITY COUNCIL REGULAR MEETING  
MONDAY, SEPTEMBER 9, 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 6:05 p.m. The Regular Meeting reconvened at 7:02 p.m.**

**1. PRELIMINARY**

1.1 CALL TO ORDER – Vice Mayor Salcedo called the meeting to order at 6:05 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)

- 1 Potential Case

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

- Title(s): City Manager, City Attorney

**RECONVENE** – Vice Mayor Salcedo reconvened the meeting at 7:02 p.m.

1.2.3 REPORT FROM CLOSED SESSION

Vice Mayor Salcedo reported that the City Council provided direction in regards to Item 1.2.2; no other reportable action taken.

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

Absent: Mayor Dhaliwal.

1.4 INVOCATION – Pastor Troy Stein, New Life Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Vice Mayor Salcedo led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

Community Resource Officer Deputy Matt Dargy presented Item 2.1 under Item 1.6; Deputy Dargy presented the 2019 National Night Out Community Partner Award to the Lathrop Jr. Spartans Organization.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST -

Councilmember Lazard reported conflict of interests with Items 4.11, 4.12, 4.13, 4.14 and 5.1, due to her employment with Dell’Osso Farms.

## 2. PRESENTATIONS

2.1 NATIONAL NIGHT OUT COMMUNITY PARTNER AWARD

Community Resource Officer Deputy Matt Dargy presented Item 2.1 under Item 1.6; Deputy Dargy presented the 2019 National Night Out Community Partner Award to the Lathrop Jr. Spartans Football Organization.

2.2 PRESENTATION PROVIDED BY THE ECONOMIC DEVELOPMENT ASSOCIATION OF SAN JOAQUIN COUNTY

City of Lathrop Economic Development Administrator Shelley Burcham introduced Economic Development Director Steven J. Lantsberger and Economic Development Analyst Ed Wanket from the Economic Development Association of San Joaquin. Mr. Lantsberger and Mr. Wanket provided the presentation regarding economic development activity surrounding the Lathrop business community. A question and answer period followed the presentation.

2.3 MAYOR’S COMMITTEE REPORT(S)

Parks and Recreation Director Zach Jones reported the following past and upcoming events and programs:

- *Art Committee featured Artist*  
Announced art display in Council Chamber by Ed Cesena, paintings to be displayed through September 2019.
- *Comedy Under the Stars*  
Reported event held August 16, 2019, at the Lathrop Generations Center Amphitheater; over 60 participants.
- *Summer camp – Kids Club*  
Reported on the 2019 summer youth camps; 8 week long sessions; over 50 registered children.
- *NFL Flag Football Program/ Adult Basketball / Adult Volleyball*  
Reported on various sports programs made available during the 2019 season.
- *Treasure Fest Trip*  
Reported “treasure hunting” bus trip to San Francisco; over 52 participants.

- *Grandparents Day Event*  
Reported "Cruise on the Mexican Riviera" themed event held September 5, 2019, at the Lathrop Senior Center; over 60 participants.
- *Mossdale Neighborhood Park*  
Reported improvements currently under construction at Mossdale Neighborhood Park.
- *Movies in the Park*  
Announced movie event featuring "Wonder Park" scheduled for September 20, 2019, at Michael Vega Park.

**3. CITIZEN'S FORUM**

Bill Tessendorf (Lathrop, CA) expressed concerned with blight on the empty lot (used for storm drain right-of-way) next to the Woodside Homes Development; requested Council consider developing the empty lot. City Manager Stephen Salvatore provided information regarding the area.

**4. CONSENT CALENDAR**

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Lazard, the City Council approved the Consent Calendar, except \*\* Items 4.11, 4.12, 4.13, and 4.14, by the following roll call vote, unless otherwise indicated:

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

*\*City Clerk Teresa Vargas announced that a public comment letter was received, dated August 12, 2019, addressing Consent Items 4.9, 4.11, 4.12, 4.13, and Scheduled Items 5.1, 5.3, and 5.4, submitted by Martin Harris with Terra Land Group, LLC; the email 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.*

*\*\* Items 4.11, 4.12, 4.13, and 4.14 – The City Council voted on these items separately, following the vote of the Consent Calendar.*

**4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS**

Waived the full 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 August 12, 2019.

4.3 TREASURER'S REPORT FOR JUNE 2019

Approved Quarterly Treasurer's Report for June 2019.

4.4 SECOND READING AND ADOPTION OF ORDINANCE 19-406 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

Held second reading by title only and adopted **Ordinance 19-406** amending Title 2, Chapter 2.36 "Purchasing System" and Title 3, Chapter 3.30 "Informal Bidding" of the Lathrop Municipal Code to update the Municipal Code Chapters in accordance with the California Uniform Public Construction Cost Accounting Act.

4.5 SECOND READING AND ADOPTION OF ORDINANCE 19-407 AMENDING TITLE 3, CHAPTER 3.32 COUNTY FACILITY FEE, SECTION 3.32.150 SUNSET CLAUSE

Held second reading by title only and adopted **Ordinance 19-407** amending 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.

4.6 SECOND READING AND ADOPTION OF ORDINANCE 19-408 ADOPTING MUNICIPAL CODE TEXT AMENDMENT NO. TA-19-78

Held second reading by title only and adopted **Ordinance 19-408** amending Title 17 of the Lathrop Municipal Code by Adding Chapter 17.13 to allow the creation of easements by covenant.

4.7 RESOLUTION DECLARING ONE MOTORCYCLE, FIVE VEHICLES, AND VARIOUS VEHICLE COMPONENTS AS SURPLUS PROPERTY AND AUTHORIZING DISPOSAL BY AUCTION, RECYCLE, OR DONATION

Pulled by Councilmember Akinjo. Administrative Services and Finance Director Cari James provided additional information.

Adopted **Resolution 19-4617** declaring one (1) motorcycle, five (5) vehicles, and various vehicle components as surplus property and authorizing disposal by auction, recycle, or donation.

4.8 APPROVE PROFESSIONAL SERVICES AGREEMENT FOR SOFTWARE IMPLEMENTATION, HARDWARE, AND SOFTWARE LICENSES WITH TYLER TECHNOLOGIES, INC.

Pulled by Councilmember Akinjo. Information Technology Manager Tony Fernandes provided additional information.

Adopted **Resolution 19-4618** approving an agreement with Tyler Technologies, Inc., for Energov software implementation services; purchase of hardware and software licenses; created CIP GG 20-15 for Energov development services module; and approved related budget amendment.

- 4.9 \*APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH GREENPLAY, LLC TO PREPARE THE CITY'S PARKS AND RECREATION MASTER PLAN

Pulled by Councilmember Akinjo. Parks and Recreation Director Zach Jones provided additional information.

Adopted **Resolution 19-4619** approving a professional services agreement with GreenPlay, LLC, to prepare the City's Parks and Recreation Master Plan, CIP PK 19-13.

- 4.10 FISCAL YEAR 2019-2020 REQUESTS FOR FEE WAIVER

Adopted five (5) Resolutions approving facility fee waiver requests from the Lathrop Lions Club (**Resolution 19-4620**), Lathrop Little League (**Resolution 19-4621**), Lathrop Community Volunteer Club (**Resolution 19-4622**), Lathrop Sunrise Rotary Club (**Resolution 19-4623**), and Thrive Church (**Resolution 19-4624**).

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

*Councilmember Lazard recused herself, following the vote of the consent calendar (Items 4.1 to 4.10), and left the chamber at 7:48 p.m., prior to the vote of Item 4.11, due to declared conflict of interest as noted in Item 1.8.*

On a motion by Councilmember Torres-O'Callaghan, seconded by Councilmember Akinjo, the City Council approved Items 4.11, 4.12, 4.13, and 4.14, by the following roll call vote, unless otherwise indicated:

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

- 4.11 \*/\*\*APPROVE A MS4 STORM DRAINAGE PERMIT AGREEMENT WITH RECLAMATION DISTRICT 2062

Adopted **Resolution 19-4625** approving an agreement with Island Reclamation District No. 2062 ("RD 2062") for the discharge of storm waters from the River Islands at Lathrop project under the City of Lathrop Small MS4 General Permit.

- 4.12 **\*/\*\*APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 24 LOTS IN TRACT 3990 VILLAGE "U" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**  
Adopted **Resolution 19-4626** approving Final Map for Tract 3990 Village "U" within the Lakeside East District, totaling 24 single-family lots, Subdivision Improvement Agreement with River Islands Development, LLC.

- 4.13 **\*/\*\*APPROVAL OF FINAL MAP, CUA WITH ISLAND RECLAMATION DISTRICT 2062 AND SIA FOR 44 LOTS IN TRACT 4015 VILLAGE "W" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

Adopted **Resolution 19-4627** approving Final Map for Tract 4015 Village "W" within the Lakeside East District, totaling 44 single-family lots, City of Lathrop Annexation No. 10 to (CFD) 2013-1, Common Use Agreement with Island Reclamation District 2062 for a portion of Capricorn Court and Subdivision Improvement Agreement with River Islands Development, LLC.

- 4.14 **\*\*ACCEPT OFF-SITE IMPROVEMENTS CONSTRUCTED BY TEICHERT & SONS, INC., DBA TEICHERT CONSTRUCTION, ON MANTHEY ROAD, HARLAN ROAD AND HOWLAND ROAD**

Pulled by Councilmember Akinjo. Assistant Public Works Director Michael King provided additional information.

Adopted **Resolution 19-4628** accepting off-site improvements constructed by Teichert Construction under Contract with Developer River Islands Development, LLC, on Manthey Road, Harlan Road and Howland Road and authorized the release of the Performance Bond associated with Encroachment Permit No. 2018-16.

## **5. SCHEDULED ITEMS**

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

- 5.1 **\*PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ISSUANCE OF REVENUE ANTICIPATION NOTES BY THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

Administrative Services and Finance Director Cari James provided the presentation. A question and answer period followed. President of the River Islands Development Susan Dell'Osso provided additional information related to the proposed item. Vice Mayor Salcedo opened the public hearing. There were no speakers. Vice Mayor Salcedo 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 19-4629** making findings with respect to public benefit and approving the issuance of revenue anticipation notes by the River Islands Public Financing Authority.

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

*GENERAL SCHEDULED ITEM(S)*

*Councilmember Lazard returned to the dais after Item 5.1, at 7:57 p.m. for the remainder of the meeting*

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 OF THE LATHROP MUNICIPAL CODE

Assistant Public Works Director Michael King introduced traffic consultant, Principal Fred Choa with Fehr and Peers. Mr. King provided the presentation. Vice Mayor Salcedo opened the public hearing. There were no speakers. Vice Mayor Salcedo closed the public hearing. A question and answer period followed the presentation. Deputy Dargy was asked to provide information related to speed limit enforcement. Mr. Choa and Mr. King also provided additional information related to the matter.

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. Introduced and held first reading of an ordinance amending Section 10.08.030 of the Lathrop Municipal Code relating to speed limits on Harlan Road Between Roth Road and Slate Street, Johnson Ferry Road between Colonial Trail and Golden Spike Trail, Louise Avenue between Harlan Road and 5th Street and Roth Road between I-5 and East City limits.

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

5.3 \*FISCAL YEAR (FY) 2018/19 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2019/20 BUDGET

Finance and Administrative Services Director Cari James provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore provided additional information.

On a motion by Councilmember Akinjo, seconded by Councilmember Lazard, the City Council adopted **Resolution 19-4630** approving the FY 2018-19 Year End Report, approved related budget amendments and amended the FY 2019-20 budget accordingly.



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

5.4 \*APPROVE MEMORANDUM OF UNDERSTANDING WITH SAN JOAQUIN COUNTY, SOUTH SAN JOAQUIN IRRIGATION DISTRICT, AND OTHER COUNTYWIDE AGENCIES TO PARTICIPATE IN THE INTEGRATED REGIONAL WATER MANAGEMENT PLAN

Assistant Public Works Director Michael King provided the presentation. A question and answer period ensued throughout the presentation. City Manager Stephen Salvatore provided additional information. Councilmembers Torres-O'Callaghan and Lazard volunteered to represent the city in the new governance group.

On a motion by Councilmember Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council adopted **Resolution 19-4631** approving a Memorandum of Understanding with San Joaquin County, South San Joaquin Irrigation District, and other countywide agencies to participate in the Integrated Regional Water Management Plan, and appointed Councilmember Torres-O'Callaghan as the primary representative and Councilmember Lazard as the secondary representative.

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

## 6. COUNCIL COMMUNICATIONS

### 6.1 MAYOR & COUNCILMEMBER REFERRAL(S)

#### 6.1.1 MAYOR DHALIWAL REFERRAL: Discussion Regarding the Installation of Exercise Equipment at Crescent Park

Due to Mayor Dhaliwal's absence, Council consensus directed staff to move Item 6.1.1 to the next regular meeting.

### 6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None

### 6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan requested an update on the lighted crosswalk project near Lathrop High School and expressed concern with unfinished sidewalk improvements near the Starbucks development. Councilmember Akinjo requested an update on the development of the new Panda Express. Councilmember Lazard commented on the street improvements near the Savemart shopping center, related the Panda Express development.

City Manager Stephen Salvatore, Assistant Public Works Director Michael King and Community Development Director Mark Meissner responded to questions of the Council. Vice Mayor Salcedo thanked those in attendance and adjourned the meeting.

7. **ADJOURNMENT** – There being no further business, Vice Mayor Salcedo adjourned the meeting at 9:18 p.m.

  
Teresa Vargas, CMC  
City Clerk

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 19-409 BY TITLE ONLY AMENDING SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 OF THE LATHROP MUNICIPAL CODE**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 19-409 by Title Only Amending Section 10.08.030 of the Lathrop Municipal Code Relating to Speed Limits on Harlan Road Between Roth Road and Slate Street, Johnson Ferry Road Between Colonial Trail and Golden Spike Trail, Louise Avenue Between Harlan Road and 5th Street and Roth Road between I-5 and East City Limits**

---

**RECOMMENDED ACTION:**

The City Council to conduct second reading and adopt Ordinance 19-409 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 10 "VEHICLES AND TRAFFIC", CHAPTER 10.08 "SPEED LIMITS", SECTION 10.08.030 "SPEED LIMITS" OF THE LATHROP MUNICIPAL CODE

**SUMMARY:**

On September 9, 2019, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

  
Teresa Vargas, City Clerk

10/8/19  
Date

**ORDINANCE NO. 19-409**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 10 "VEHICLES AND TRAFFIC", CHAPTER 10.08 "SPEED LIMITS", SECTION 10.08.030 "SPEED LIMITS" OF THE LATHROP MUNICIPAL CODE**

**WHEREAS**, the California Vehicle Code (CVC) requires that an Engineering and Traffic Survey (E&TS) be conducted prior to legally allowing the use of Radar/Lidar in speed enforcement; and

**WHEREAS**, the CVC requires that the surveys remain current to within five (5) years; and

**WHEREAS**, the City of Lathrop has enacted an ordinance to establish the prima facie speed limits on portions of certain streets within the City; and

**WHEREAS**, Fehr and Peers has updated the 2016 Citywide E&TS for specific streets because of significant changes in traffic conditions, which results in the need to revise the speed limits for certain streets; and

**WHEREAS**, for adoption of the speed limit revisions, it is necessary to amend Title 10 Vehicles and Traffic, Chapter 10.08 Speed Limits, Section 10.08.030 of the Lathrop Municipal Code;

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

**Section 1.**

Section 10.08.030, of the Lathrop Municipal Code, is amended to read in full as follows:

It shall be prima facie unlawful to operate any vehicle at speed in excess of that established as follows:

- A. The speed limit shall be fifty (50) miles per hour on the following street segments:

| <u>Street</u>            | <u>Limits</u>                                   |
|--------------------------|-------------------------------------------------|
| Golden Valley Parkway    | Lathrop Road to River Islands Parkway           |
| <del>Harlan Road</del>   | <del>Roth Road to Slate Street</del>            |
| <del>Louise Avenue</del> | <del>Harlan Road to 5<sup>th</sup> Street</del> |
| McKinley Avenue          | Louise Avenue to Yosemite Avenue                |

B. The speed limit shall be forty-five (45) miles per hour on the following street segments:

| <u>Street</u>               | <u>Limits</u>                                      |
|-----------------------------|----------------------------------------------------|
| Harlan Road                 | Louise Avenue south to End                         |
| <b><u>Harlan Road</u></b>   | <b><u>Roth Road to Slate Street</u></b>            |
| Harlan Road                 | Slate Street to Lathrop Road                       |
| <b><u>Louise Avenue</u></b> | <b><u>Harlan Road to 5<sup>th</sup> Street</u></b> |
| Louise Avenue               | Howland Road to East City Limits                   |
| McKinley Avenue             | Lathrop Road to Louise Avenue                      |
| McKinley Avenue             | Louise Avenue to Yosemite Avenue                   |
| Nestle Way                  | Harlan Road to Murphy Parkway                      |
| River Islands Parkway       | McKee Boulevard to Interstate 5                    |
| Yosemite Avenue             | McKinley Avenue to East City Limits                |
| Yosemite Avenue             | McKinley Avenue to D'Arcy Parkway                  |
| Guthmiller Avenue           | D'Arcy Parkway to SR 120                           |
| Manthey Road                | Dos Reis Road to City Limit                        |
| Golden Valley Parkway       | River Island Parkway to Towne Centre Drive         |
| Golden Valley Parkway       | Towne Centre Drive to Brookhurst Boulevard         |
| Lathrop Road                | McKinley Ave to City Limits                        |
| Manthey Road                | Towne Centre Drive to Mossdale Park                |
| Manthey Road                | Stewart Road to Intersate 5 Ramps                  |
| Howland Road                | Louise Avenue to South City Limits                 |
| Louise Avenue               | Interstate 5 to Harlan Road                        |

C. The speed limit shall be forty (40) miles per hour on the following street segments:

| <u>Street</u>        | <u>Limits</u>                                   |
|----------------------|-------------------------------------------------|
| 7th Street           | Lathrop Road to 5th Street                      |
| D'Arcy Parkway       | Harlan Road to East City Limits Christopher Way |
| Dos Reis Road        | Manthey Road to Begin School Zone               |
| Harlan Road          | Lathrop Road to Louise Avenue                   |
| Lathrop Road         | 5th Street to McKinley Avenue                   |
| Manthey Road         | Mossdale Road to Towne Centre Drive             |
| Manthey Road         | Lathrop Road to Dos Reis Road                   |
| <del>Roth Road</del> | <del>Interstate 5 to East City Limits</del>     |

D. The speed limit shall be thirty-five (35) miles per hour on the following street segments:

| <u>Street</u>           | <u>Limits</u>                          |
|-------------------------|----------------------------------------|
| 7th Street              | End of Road to 5th Street              |
| Barbara Terry Boulevard | Marsh Rd to McKee Boulevard            |
| Barbara Terry Boulevard | McKee Boulevard to Adobe Way           |
| Brookhurst Boulevard    | Manthey Road to Golden Spike Trail     |
| Christopher Way         | D'Arcy Parkway to End of Road          |
| Dos Reis Road           | End School Zone to Dos Reis Park       |
| Golden Spike Trail      | Nut Tree Court to Brookhurst Boulevard |

|                         |                                                |
|-------------------------|------------------------------------------------|
| Johnson Ferry Road      | Golden Spike Trail to Colonial Trail           |
| Lathrop Road            | Interstate 5 to 5th Street                     |
| McKee Boulevard         | Crescent Park Circle to Brookhurst Boulevard   |
| Murphy Parkway          | Nestle Way to D'Arcy Parkway                   |
| Murphy Parkway          | D'Arcy Parkway to End of Road                  |
| <b><u>Roth Road</u></b> | <b><u>Interstate 5 to East City Limits</u></b> |

E. The speed limit shall be thirty (30) miles per hour on the following street segments:

| <u>Street</u>                    | <u>Limits</u>                                      |
|----------------------------------|----------------------------------------------------|
| Brookhurst Boulevard             | Golden Spike Trail to Inland Passage Way           |
| D'Arcy Parkway                   | Yosemite Avenue to Christopher Way                 |
| Inland Passage Way               | Sadler Oak Drive to Open Range Avenue              |
| <b><u>Johnson Ferry Road</u></b> | <b><u>Golden Spike Trail to Colonial Trail</u></b> |
| Lathrop Road                     | Barbara Terry Boulevard to End of Road             |
| Opal Street                      | Slate Street to Stonebridge Lane                   |
| Salder Oak Drive                 | Manthey Road to Inland Passage Way                 |
| Stonebridge Lane                 | Slate Street to Harlan Road                        |

F. The speed limit shall be twenty-five (25) miles per hour on the following street segments:

| <u>Street</u>       | <u>Limits</u>                                  |
|---------------------|------------------------------------------------|
| 5th Street          | Lathrop Road to Louise Avenue                  |
| Bizzibe Street      | "O" Street to Louise Avenue                    |
| Cambridge Drive     | Lathrop Road to Louise Avenue                  |
| Cedar Valley Drive  | Sugarpine Drive to Long Barn Drive             |
| Dos Reis Road       | Begin School Zone to End School Zone           |
| Inland Passage Way  | Brookhurst Boulevard to Strawberry Glen Street |
| "J" Street          | Harlan Road to 5th Street                      |
| Long Barn Drive     | Cedar Valley Drive to Pinewood Drive           |
| "O" Street          | Harlan Road to 7th Street                      |
| Opal Street         | Slate Street to Stonebridge Lane               |
| Pinewood Drive      | Long Barn Drive to Sugarpine Drive             |
| Slate Street Harlan | Road to Stonebridge Lane                       |
| Stewart Road        | Manthey Road to Lakeside Drive                 |
| Stonebridge Lane    | Harlan Road to Slate Street                    |
| Sugarpine Drive     | Pinewood Drive to Cedar Valley Drive           |
| Thomsen Road        | Harlan Road to Derby Lane                      |
| Towne Centre Drive  | Manthey Road to Village Avenue                 |

**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.**

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

**Section 4.**

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

**Section 5.**

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

**THIS ORDINANCE** was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 9<sup>th</sup> day of September 2019, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the 14<sup>th</sup> day of October 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



**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**

**ITEM: CHRISTMAS PARADE TEMPORARY STREET CLOSURE**

**RECOMMENDATION: Adopt Resolution Approving Temporary Street Closures for the Lathrop Christmas Parade on December 14, 2019**

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**SUMMARY:**

On December 14, 2019, the City of Lathrop will host the annual Christmas Parade. The parade will begin at 11:00 a.m. at the corner of Fifth and J Street and travel south and turn west on Thomsen Road; follow Thomsen Road to Cambridge Drive; turn north onto Cambridge and follow Cambridge to J Street; turn east onto J Street and conclude at the corner of Fifth and J Streets. Staff has coordinated the route, and the temporary street closures, with Public Works, Community Development, Lathrop Police Services and the Lathrop Manteca Fire District to ensure the safety of this event. Since the parade will utilize the entire street at these locations, staff is requesting Council approval of temporary street closures.

**BACKGROUND:**

On December 14, 2019, the Parks and Recreation Staff will be hosting the annual Christmas Parade. This year's theme is "The Magic and Music of Christmas". More than 50 entries are anticipated.

The parade will begin at 11:00 a.m. at Fifth & J Streets; continue south on Fifth Street and turn west on Thomsen Road; continue on Thomsen Road and turn north on Cambridge Drive; continue on Cambridge and turn east on J Street; parade will continue on J Street and conclude at the corner of J and Fifth Streets. The Judges Review Stand will be located along J Street. Staging of the parade entries will be located on J Street between 6<sup>th</sup> Street and Revere Lane as well as Sixth Street between J and K Streets.

Staff will coordinate the temporary street closures with Public Works, Community Development, Lathrop Police Services and the Fire Department. Forty-eight hours prior to the parade, the barricades will be set on the side of the road to alert the community about areas of "No Parking" and "Street Closure". On the day of the parade, additional barricades are set with advanced warning signs: "Road Closed Ahead" and "Detour Ahead". Approximately ½ hour prior to the beginning of the parade, the actual "Road Closure" signs are set in place. STARS (Sheriff's Team Active Retired Seniors) and Volunteers with the Parks and Recreation staff help at all intersections for traffic flow. At the conclusion of the parade, barricades are collected.

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
CHRISTMAS PARADE TEMPORARY STREET CLOSURE**

**PAGE 2**

The Lathrop-Manteca Fire District (LMFD) will provide Santa Claus a ride in a unit that is temporarily placed out of service. LMFD in-service vehicles will also participate, at the end of the parade allowing quick response to calls if necessary.

The Community Development Department has found the Parade to be exempt from the provisions of CEQA under Title 14 California Code of Regulations, Chapter 3, Article 19, Section 15304(e) (Minor Alterations to Land).

To ensure the safety of the parade, and all spectators and participants, staff is requesting temporary closures of the following streets:

- **J Street** – From Cambridge Drive and 5<sup>th</sup> Street
- **5<sup>th</sup> Street** - From J Street to Thomsen Road
- **Thomsen Road** - From 5<sup>th</sup> Street to Cambridge Drive
- **Cambridge Road** – From Thomsen to J Street

This temporary closure will take place on Saturday, December 14, 2019 from approximately 10:00 am to 12:30 pm for the purpose of presenting the annual Christmas Parade.

**REASON FOR RECOMMENDATION:**

The adoption of this resolution will approve the temporary street closures to allow staff to facilitate the 2019 Christmas Parade.

**FISCAL IMPACT:**

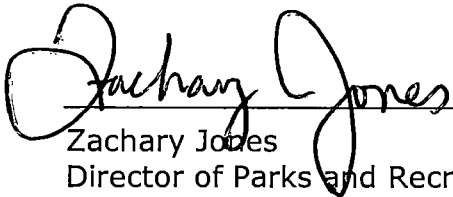
Expenses are offset by revenue from donations and entry fees. No other anticipated costs, other than staff time to prepare this report.

**ATTACHMENTS:**

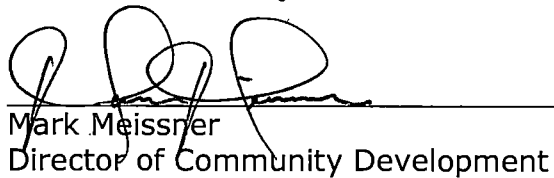
- A. Resolution Approving Temporary Street Closure
- B. Parade Route Map

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
CHRISTMAS PARADE TEMPORARY STREET CLOSURE**

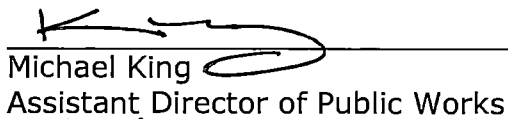
**APPROVALS:**

  
\_\_\_\_\_  
Zachary Jones  
Director of Parks and Recreation

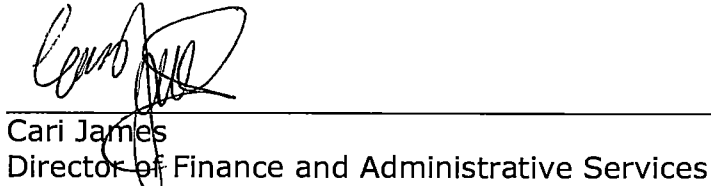
9-30-2019  
Date

  
\_\_\_\_\_  
Mark Meissner  
Director of Community Development

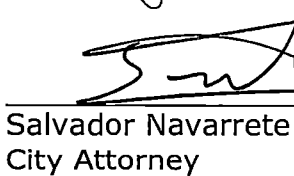
10-1-19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works

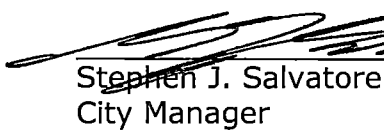
10-1-19  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance and Administrative Services

10/1/19  
Date

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

10-1-19  
Date

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

10.1.19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING TEMPORARY STREET CLOSURES FOR THE 2019 CHRISTMAS  
PARADE ON DECEMBER 14, 2019**

**WHEREAS**, on October 14, 2019 City Staff requested City Council approval for temporary street closures for the Christmas Parade on December 14, 2019; and

**WHEREAS**, the streets recommended for temporary closure for the Christmas parade route are:

- **J Street** – From Cambridge Drive and 5<sup>th</sup> Street
- **5<sup>th</sup> Street** - From J Street to Thomsen Road
- **Thomsen Road** - From 5<sup>th</sup> Street to Cambridge Drive
- **Cambridge Road** – From Thomsen to J Street

These street closures will be in affect from approximately 10:00 a.m. to 12:30 p.m. on Saturday, December 14, 2019 for purpose of presenting the annual Christmas Parade; and

**WHEREAS**, the City of Lathrop’s Public Works Department has agreed to set barricades on the side of the road to alert the community about areas of closure 48 hours in advance of the parade; and

**WHEREAS**, advanced temporary signage will be placed on the streets identifying the temporary closure from approximately 10:00a.m. to 12:30p.m. on December 14, 2019; and

**WHEREAS**, the STARS (Sheriff’s Team Active Retired Seniors) has been contacted to help at intersections for traffic flow during the temporary street closure and the Fire Department has been coordinated with for the parade route; and

**WHEREAS**, the parade is exempt from the provisions of CEQA pursuant to Title 14 California Code of Regulations, Chapter 3, Article 19, Section 15304 (e) (Minor Alterations to Land);

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Vehicle Code Section 21101, subdivision (e), the City Council of the City of Lathrop does hereby approve temporary closure of:

- **J Street** – From Cambridge Drive and 5<sup>th</sup> Street
- **5<sup>th</sup> Street** - From J Street to Thomsen Road
- **Thomsen Road** - From 5<sup>th</sup> Street to Cambridge Drive
- **Cambridge Road** – From Thomsen to J Street

This temporary closure will take place on Saturday, December 14, 2019 from approximately 10:00 am to 12:30 pm for the purpose of presenting the annual Christmas Parade.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of October 2019, by the following vote:

AYES:

NOES:

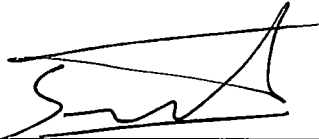
ABSENT:

ABSTAIN:

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

APPROVED AS TO FORM:

ATTEST:

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

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

# 2019 Christmas Parade Route



**LEGEND**

- Parade Route
- Street Closure
- LPS Assistance



**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**

**ITEM 4.5**

**ITEM: WINTER HOLIDAY & CITY COUNCIL MEETING  
SCHEDULE FOR REMAINDER OF 2019**

**RECOMMENDATION: Consideration of Proposed Winter Holiday Closure  
and Remainder of 2019 City Council Meeting  
Schedule**

---

**BACKGROUND:**

In preparation for the holiday season, staff anticipates that business and development activity will slow down during the holidays as it has in the past. We anticipate the slowdown specifically the days around Veterans Day, Thanksgiving, and between Christmas Eve and New Year's Day. Tonight, staff is requesting Council consideration of the following adjustments to the winter holiday and City Council meeting schedules:

**November 2019**

This year the November 11, 2019, Regular City Council Meeting falls on the Veterans Day holiday. Chapter II, Section A of the City Council Handbook of Rules and Procedures provides: "Whenever the day fixed for any regular meeting of the City Council falls upon a day designated as a holiday, such meeting shall be held at the same hour on the next succeeding Monday not a holiday."

However, to avoid back-to-back Council meetings in November and December, and in between the Thanksgiving holiday, staff proposes canceling the November meeting. Should the need arise, a Special City Council Meeting can be called at any time in order to conduct the City's business. The noticing of a Special City Council Meeting would be provided in accordance with State law.

**December 2019**

Due to the holiday schedule in December, the City will be closed in observance of the holidays on December 24, 25, 31 and January 1. Additionally, this holiday period is a popular time when employees request vacation time to spend time with their families. It is anticipated that many employees will request time off during this time. In order to accommodate anticipated requests and allow employees to spend time with their families, Council may consider closing City facilities on December 26, 2019 and December 30, 2019. All employees will be required to work on Friday, December 20, 2019, and will receive Friday, December 27, 2019 as their regular 9/80 Friday off. The closure would be a one-time occurrence due to the way the holidays fall during this year and will not affect the required utility and maintenance operations of the City.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**HOLIDAY & CITY COUNCIL MEETING SCHEDULE FOR REMAINDER OF 2019**

This closure will also allow time for our IT Department to perform required annual system maintenance and much needed upgrades to software and server programs without interrupting the course of regular business. Therefore, tonight staff is requesting Council consideration of the following City Council meetings and Holiday closure schedule, as follows:

**November 2019**

November 11, 2019 – Cancellation of Regular Meeting due to Veteran’s Day Holiday  
*(no meeting in November)*

**December 2019**

December 26 - 30, 2019 – City Facilities Closure

If Council approves the calendar depicted below, City Hall would be closed at 6 p.m. on Monday, December 23, 2019, and would reopen at 8 a.m. on Thursday, January 2, 2020. Should the need arise, a Special City Council Meeting can be called at anytime in order to conduct the City’s business. The noticing of a Special City Council Meeting would be provided in accordance with State law.

Additionally, on-call emergency utility services will be available to the general public during the holiday closure by calling (209) 992-0028. The calendars below depict the proposed schedule:

|          | SUN | MON                    | TUES                         | WED                         | THURS                  | FRI                   | SAT |
|----------|-----|------------------------|------------------------------|-----------------------------|------------------------|-----------------------|-----|
|          | 1   | 2                      | 3                            | 4                           | 5                      | 6                     | 7   |
|          | 8   | 9<br>Regular Meeting   | 10                           | 11                          | 12                     | 13                    | 14  |
| Dec 2019 | 15  | 16                     | 17                           | 18                          | 19                     | 20                    | 21  |
|          | 22  | 23                     | 24<br>Christmas Eve Holiday  | 25<br>Christmas Day Holiday | 26<br>Proposed Closure | 27<br>9/80 Friday Off | 28  |
|          | 29  | 30<br>Proposed Closure | 31<br>New Year’s Eve Holiday |                             |                        |                       | 29  |



**CITY MANAGER'S REPORT** **PAGE 3**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**HOLIDAY & CITY COUNCIL MEETING SCHEDULE FOR REMAINDER OF 2019**

|        | SUN | MON                                        | TUES | WED                            | THURS | FRI | SAT |
|--------|-----|--------------------------------------------|------|--------------------------------|-------|-----|-----|
|        |     |                                            |      | 1<br>New Year's<br>Day Holiday | 2     | 3   | 4   |
|        | 5   | 6                                          | 7    | 8                              | 9     | 10  | 11  |
| Jan-20 | 12  | 13<br>Regular<br>Meeting                   | 14   | 15                             | 16    | 17  | 18  |
|        | 19  | 20<br>Martin<br>Luther King<br>Jr. Holiday | 21   | 22                             | 23    | 24  | 25  |
|        | 26  | 27                                         | 28   | 29                             | 30    | 31  |     |

| LEGEND |                                                                                                                                                                                               |
|--------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|        | <b>Regular Scheduled Meeting</b>                                                                                                                                                              |
|        | <b>Regular Holiday</b> - City Offices Closed or 9/80 day off <i>(may be different for emergency services, utilities, maintenance, and recreation facility schedules; non- 9/80 schedules)</i> |
|        | <b>Proposed</b> City Offices Closure <i>(may not apply to emergency services and utility maintenance)</i>                                                                                     |

**REASON FOR RECOMMENDATION:**

The holiday closure schedule in December allows the City to accommodate the large number of anticipated time-off requests and allow employees to spend time with their families.

**FISCAL IMPACT:**

No additional fiscal impact, as personnel salaries are included in FY 19-20 budget. All employees will be required to work on Friday, December 20, 2019 and will receive Friday, December 27, 2017 as their regular 9/80 Friday.

**ATTACHMENTS:**

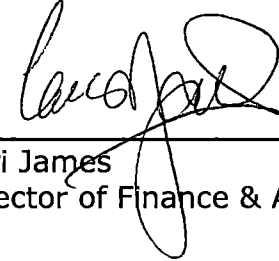
None.

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**HOLIDAY & CITY COUNCIL MEETING SCHEDULE FOR REMAINDER OF 2019**

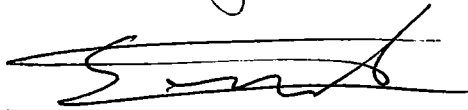
**APPROVALS:**

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

10/7/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Director of Finance & Administrative Services

10/7/19  
\_\_\_\_\_  
Date

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

10-7-19  
\_\_\_\_\_  
Date

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

10.7.19  
\_\_\_\_\_  
Date

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM:** **ACCEPT EMERGENCY CONSTRUCTION BY DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, INC., FOR PAVEMENT REPAIRS TO E. LOUISE AVENUE AND MANTHEY ROAD**

**RECOMMENDATION:** **Adopt Resolution Accepting Emergency Construction by DSS Company, DBA Knife River Construction, Inc., for Pavement Repairs to E. Louise Avenue and Manthey Road and Authorizing the Filing of a Notice of Completion**

---

**SUMMARY:**

Knife River Construction, Inc., (Knife River) completed the emergency pavement repairs to E. Louise Avenue and Manthey Road. Staff has inspected the improvements and has deemed these repairs complete and in accordance with City specifications.

Staff requests City Council accept the repairs and authorize the filing of a Notice of Completion with the San Joaquin County Recorder's Office.

**BACKGROUND:**

The City received approximately 15 inches of rain from October 1, 2018, to March 16, 2019, which exceeded the amount of rain the City received during the same period in previous years. The rainwater seeped into existing pavement cracks caused by heavy traffic load and expanded during cold weather conditions, deteriorating the pavement over several months.

The City Manager, aware of the risk of health and safety caused by the potholes, directed staff to address the public safety issue before road conditions worsened. Shortly after, staff met with Knife River to delineate the worse areas on E. Louise Avenue; approximately 10,000-square feet of asphalt concrete (AC) needed repair. Similar conditions and repairs were noted on Manthey Road with approximately 20,000-square feet of needed AC repair.

On May 6, 2019, Knife River started construction removing and replacing approximately 360-tons of AC on E. Louise Avenue and approximately 460-tons of AC on Manthey Road. The emergency construction contract with Knife River enabled the City to act in an efficient and timely manner; thereby, maintaining the safety of the City's public roadways.

On May 13, 2019, staff requested City Council ratify the City Manager's approval of an emergency construction contract with Knife River and related budget amendment.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**ACCEPT EMERGENCY CONSTRUCTION BY KNIFE RIVER CONSTRUCTION,**  
**INC., FOR PAVEMENT REPAIRS TO E. LOUISE AVENUE AND MANTHEY ROAD**

Knife River completed the emergency pavement repairs to E. Louise Avenue and Manthey Road. Staff has inspected the improvements and has deemed these repairs complete and in accordance with City specifications.

In order to clean up emergency repair procedures, staff requests City Council accept the emergency repairs and authorize the filing of a Notice of Completion with the San Joaquin County Recorder's Office in order to notify potential mechanics lien claimants that the emergency work is complete.

**REASON FOR RECOMMENDATION:**

Acceptance of the emergency pavement repairs and the filing of the Notice of Completion will serve as notification to potential mechanics lien claimants that the emergency repair work is complete.

**FISCAL IMPACT:**

DDS Company, DBA Knife River Construction, Inc., final construction contract amount is \$190,243. The Streets Fund 2080 has adequate funding to close out the emergency pavement repairs.


**ATTACHMENTS:**

- A. Resolution Accepting Emergency Construction by DSS Company, DBA Knife River Construction, Inc., for Pavement Repairs to E. Louise Avenue and Manthey Road and Authorizing the Filing of a Notice of Completion
- B. Notice of Completion for Emergency Construction by DSS Company, DBA Knife River Construction, Inc., for Pavement Repairs to E. Louise Avenue and Manthey Road
- C. GASB 34 Report for Emergency Construction by Knife River Construction, Inc., for Pavement Repairs to E. Louise Avenue and Manthey Road, dated May 10, 2019

OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

ACCEPT EMERGENCY CONSTRUCTION BY KNIFE RIVER CONSTRUCTION, INC.,  
FOR PAVEMENT REPAIRS TO E. LOUISE AVENUE AND MANTHEY ROAD

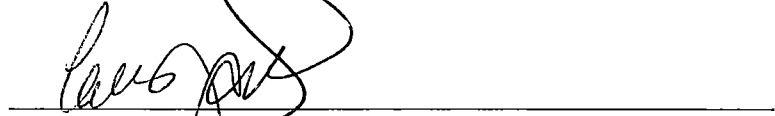
APPROVALS:

  
\_\_\_\_\_  
Steven J. Medina  
Assistant Engineer

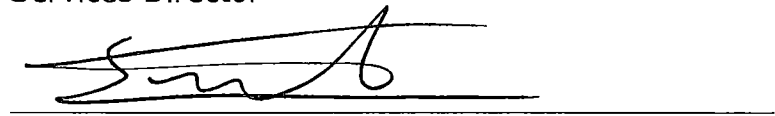
9/26/19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

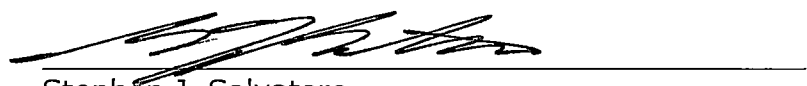
9-26-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

9/30/19  
Date

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

9.27.19  
Date

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

10.1.19  
Date

**RESOLUTION 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING EMERGENCY CONSTRUCTION BY DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, INC., FOR PAVEMENT REPAIRS TO E. LOUISE AVENUE AND MANTHEY ROAD AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION**

**WHEREAS**, between October 2018 and March 2019 the City received several inches of rain that aided in the rapid deterioration of pavement located on E. Louise Avenue and Manthey Road; and

**WHEREAS**, if the pavement was left unrepaired, subsurface failure of the degraded pavement would risk the safety of motorists and increase the cost of pavement rehabilitation; and

**WHEREAS**, DSS Company, DBA Knife River Construction, Inc., (Knife River) and staff determined that emergency repairs were necessary for approximately 10,000-square feet of damaged asphalt concrete (AC) on E. Louise Avenue and approximately 20,000-square feet of AC repair on Manthey Road; and

**WHEREAS**, in accordance with Lathrop Municipal Code Section 2.36.080, titled "Emergency Procedures," the City Manager approved an emergency construction contract with Knife River to maintain the safety of public roadways in an efficient and timely manner; and

**WHEREAS**, the emergency construction contract was on a time and materials basis with an estimate not to exceed \$177,743; and

**WHEREAS**, to allow for changes in field conditions, staff requested a 10% contingency fee in the amount of \$17,774 for a total budget amendment of \$195,517; and

**WHEREAS**, Knife River completed the emergency pavement repairs to E. Louise Avenue and Manthey Road; and

**WHEREAS**, staff has inspected the improvements and have deemed these repairs complete and in accordance with City specifications; and

**WHEREAS**, on May 13, 2019, staff requested City Council ratify the City Manager's approval of an emergency construction contract with Knife River and related budget amendment; and

**WHEREAS**, the final construction contract amount for the emergency pavement repairs is \$190,243; and

**WHEREAS**, the budget for the emergency pavement repairs was sufficient to fund this project.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby accept the emergency pavement repairs to E. Louise Avenue and Manthey Road and does hereby authorize the filing of a Notice of Completion with the San Joaquin County Clerk.

The foregoing resolution was passed and adopted this 14th day of October 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

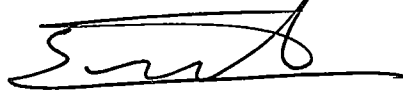
ABSENT:

---

Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



---

Teresa Vargas, City Clerk

---

Salvador Navarrete, City Attorney



RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATT: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

- That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  

|                        |                               |                |                   |
|------------------------|-------------------------------|----------------|-------------------|
| NAME                   | STREET AND NO.                | CITY           | STATE             |
| <u>City of Lathrop</u> | <u>390 Towne Centre Drive</u> | <u>Lathrop</u> | <u>California</u> |

(If more than one owner of the interest stated, the name and address of each must be stated)
- That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
- That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Emergency Construction for Pavement Repairs to E. Louise Ave. and Manthey Road, by DSS Company, DBA Knife River Construction.
- That on the 14 day of October, 2019 a work of improvement on the real property herein described was completed.
- That the name of the original contractor, if any, for said work of improvement was: DSS Company, DBA Knife River Construction.
- That the name and address of the transferor is:  

|                                                  |                             |                 |                   |
|--------------------------------------------------|-----------------------------|-----------------|-------------------|
| NAME                                             | STREET AND NO.              | CITY            | STATE             |
| <u>DSS Company, DBA Knife River Construction</u> | <u>655 West Clay Street</u> | <u>Stockton</u> | <u>California</u> |
- That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:  
  
Emergency Construction for Pavement Repairs to E. Louise Ave. and Manthey Road

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager                      Date

By: \_\_\_\_\_  
Teresa Vargas, City Clerk                                      Date

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **October 14, 2019** from **DSS Company, DBA Knife River Construction**, to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2019**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)

Emergency work done on E. Louise Ave. and Manthey Rd.

Date: 5/10/19

| <u>Item</u>                        | <u>Unit</u> | <u>Qty.</u> | <u>Unit Price</u> | <u>Total</u>      |
|------------------------------------|-------------|-------------|-------------------|-------------------|
| Digout 0.5' Deep on E. Louise Ave. | TN          | 428.72      | \$252.00 \$       | 108,037.44        |
| Electrical Loops                   | EA          | 8           | \$990.00 \$       | 7,920.00          |
| Digout 0.3' Deep on Manthey Rd.    | TN          | 481.71      | \$144.00 \$       | 69,366.24         |
| Striping                           | LS          | 1           | \$4,919.00 \$     | 4,919.00          |
|                                    |             |             | <b>Total \$</b>   | <b>190,242.68</b> |

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**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM:** **ACCEPT IMPROVEMENTS CONSTRUCTED BY FBD VANGUARD CONSTRUCTION, INC., FOR THE SIDEWALK REPAIR PROGRAM CIP PS 15-04**

**RECOMMENDATION:** **Adopt Resolution Accepting Improvements Constructed by FBD Vanguard Construction, Inc., for the Sidewalk Repair Program CIP PS 15-04, Authorizing the Filing of a Notice of Completion and Release of Contract Retention**

---

**SUMMARY:**

FBD Vanguard Construction, Inc. (FBD Vanguard) has completed construction of the Sidewalk Repair Program CIP PS 15-04. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Staff requests City Council accept the improvements, authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to FBD Vanguard, in the amount of \$3,718.75, forty-five (45) days after the recording of the Notice of Completion.

**BACKGROUND:**

City Council approved CIP PS 15-04 Sidewalk Repair Program to ensure the maintenance and repair of damaged, cracked and uneven concrete sidewalks for ADA compliance and public safety. Contract plans and specifications for the project were completed in November 2018 and were advertised in December 2018 and January 2019.

On April 25, 2019, the City Manager approved a construction contract for CIP PS 15-04 Sidewalk Repair Program with FBD Vanguard in the amount of \$59,132. A change order was processed in the amount of \$15,243 for additional removal and replacement of displaced sidewalk and curb and gutter replacement in July 2019 for a total contract amount of \$74,375.

FBD Vanguard completed construction of the Sidewalk Repair Program. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Staff requests City Council accept the improvements, authorize the filing of a Notice of Completion with the San Joaquin County Clerk and authorize the release of contract retention to FBD Vanguard, in the amount of \$3,719, forty-five (45) days after the recording of the Notice of Completion.

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**ACCEPT IMPROVEMENTS BY FBD VANGUARD FOR THE SIDEWALK REPAIR**  
**PROGRAM PS 15-04**

**PAGE 2**

**REASON FOR RECOMMENDATION:**

FBD Vanguard completed the construction of the Sidewalk Repair Program CIP PS 15-04. Staff has inspected the improvements and has deemed the improvements complete and in accordance with the approved plans and specifications.

**FISCAL IMPACT:**

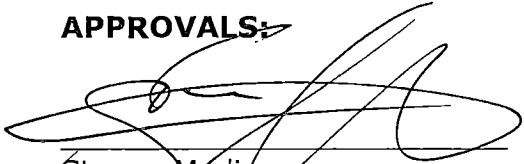
The final construction contract amount for the Sidewalk Repair Program is \$74,375. The budget for the Sidewalk Repair Program. PS 15-04 was sufficient to fund the project.

**ATTACHMENTS:**

- A. Resolution Accepting Improvements Constructed by FBD Vanguard Construction, Inc., for the Sidewalk Repair Program CIP PS 15-04, Authorizing the Filing of a Notice of Completion and Release of Contract Retention
- B. Notice of Completion
- C. GASB Report for the Sidewalk Repair Program CIP PS 15-04

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**ACCEPT IMPROVEMENTS BY FBD VANGUARD FOR THE SIDEWALK REPAIR**  
**PROGRAM PS 15-04**

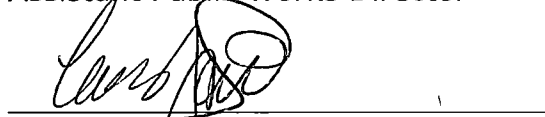
**APPROVALS:**

  
\_\_\_\_\_  
Steven Medina  
Assistant Engineer


9/26/19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

9-26-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

9/30/19  
Date

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

9-27-19  
Date

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

10.1.19  
Date

**RESOLUTION NO. 19 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY FBD VANGAURD CONSTRUCTION, INC., FOR THE SIDEWALK REPAIR PROGRAM CIP PS 15-04, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION**

**WHEREAS**, City Council approved CIP PS 15-04 Sidewalk Repair Program to ensure the maintenance and repair of damaged, cracked and uneven concrete sidewalks for ADA compliance and public safety; and

**WHEREAS**, contract plans and specifications for the project were completed in November 2018 and were advertised in December 2018 and January 2019; and

**WHEREAS**, on April 25, 2019, the City Manager approved a construction contract for CIP PS 15-04 Sidewalk Repair Program with FBD Vanguard in the amount of \$59,132; and

**WHEREAS**, a change order was processed in the amount of \$15,243 for additional removal and replacement of displaced sidewalk and curb and gutter replacement in July 2019 for a total contract amount of \$74,375; and

**WHEREAS**, FBD Vanguard completed construction of the Sidewalk Repair Program; and

**WHEREAS**, staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, the final construction contract amount for is \$74,375; and

**WHEREAS**, the budget for the Sidewalk Repair Program CIP PS 15-04 was sufficient to fund the project.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby accept the improvements of the Sidewalk Repair Program CIP PS 15-04 constructed by FBD Vanguard; and

**BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to FBD Vanguard, in the amount of \$3,719, forty-five (45) days after the recording of the Notice of Completion.



The foregoing resolution was passed and adopted this 14th day of October 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

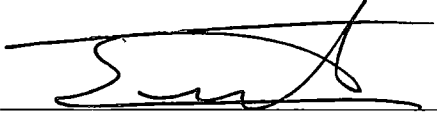
ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:

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

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

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATT: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:
 

|                        |                               |                |                   |
|------------------------|-------------------------------|----------------|-------------------|
| NAME                   | STREET AND NO.                | CITY           | STATE             |
| <u>City of Lathrop</u> | <u>390 Towne Centre Drive</u> | <u>Lathrop</u> | <u>California</u> |

(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Sidewalk Repair Program CIP PS 15-04, by FBD Vanguard Construction, Inc.
4. That on the 14 day of October, 2019 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: FBD Vanguard Construction, Inc.
6. That the name and address of the transferor is:
 

|                                         |                           |                  |                   |
|-----------------------------------------|---------------------------|------------------|-------------------|
| NAME                                    | STREET AND NO.            | CITY             | STATE             |
| <u>FBD Vanguard Construction, Inc.,</u> | <u>550 Greenville Rd.</u> | <u>Livermore</u> | <u>California</u> |
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:
 

Sidewalk Repair Program CIP PS 15-04

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager                      Date

By: \_\_\_\_\_  
Teresa Vargas, City Clerk                                      Date

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **October 14, 2019 from FBD Vanguard Construction, Inc.**, to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2019**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

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

City Manager

CITY OF LATHROP  
 PROJECT ACCEPTANCE  
 (GASB 34 REPORT)

Sidewalk Repair Program CIP PS 15-04

Date: 9/26/19

| <u>Item</u>                         | <u>Unit</u> | <u>Qty.</u> | <u>Unit Price</u> | <u>Total</u>     |
|-------------------------------------|-------------|-------------|-------------------|------------------|
| Mobilization                        | LS          | 1           | \$5,300.00 \$     | 5,300.00         |
| Traffic Control                     | LS          | 1           | \$3,300.00 \$     | 3,300.00         |
| Remove Tripping Hazards             | IN-FT       | 190         | \$83.00 \$        | 15,770.00        |
| Remove & Replace Displaced Sidewalk | SF          | 1698        | \$25.00 \$        | 42,450.00        |
| Curb & Gutter Replacement           | LF          | 21.5        | \$150.00 \$       | 3,225.00         |
| Landscape Repair and Root Removal   | LS          | 1           | \$4,330.00 \$     | 4,330.00         |
|                                     |             |             | <b>Total \$</b>   | <b>74,375.00</b> |

**ITEM 4.8**

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: ACCEPT IMPROVEMENTS CONSTRUCTED BY DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, INC., FOR THE PAVEMENT MAINTENANCE REPAIR PROGRAM CIP PS 18-01 PHASE I**

**RECOMMENDATION: Adopt Resolution Accepting Improvements Constructed by DSS Company, DBA Knife River Construction, Inc., for the Pavement Maintenance Repair Program CIP PS 18-01 Phase I, Authorizing the Filing of a Notice of Completion and Release of Contract Retention**

---

**SUMMARY:**

Knife River Construction, Inc., (Knife River) completed construction of the Pavement Maintenance Repair Program (PMRP) CIP PS 18-01 Phase I. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Staff requests City Council accept the improvements, authorize the filing of a Notice of Completion with the San Joaquin County Recorder's Office and the release of contract retention to Knife River, in the amount of \$22,546, forty-five (45) days after the recording of the Notice of Completion.

**BACKGROUND:**

In 2018, City Council approved CIP PS 18-01 City-Wide Road Maintenance and Repair Program, currently referred to as the "Pavement Maintenance and Repair Program (PMRP)", to ensure the maintenance and repair of deteriorating City streets. Contract plans and specifications for this project were completed in March 2019 and were advertised for construction bid in April 2019.

On June 18, 2019, City Council approved a construction contract for PMRP Phase I with Knife River in the amount of \$515,582 and a 20% construction contingency of \$103,116 for a total construction authorization of \$618,698. Construction for PMRP Phase I included sections along South Harlan Road. The sections are as follows:

- 1) S. Harlan Road from E. Louise Avenue to 16905 S. Harlan Road; and
- 2) S. Harlan Road from 14440 S. Harlan Road to Stonebridge Lane; and
- 3) S. Harlan Road northbound left turn lane at Lathrop Road.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**ACCEPT IMPROVEMENTS CONSTRUCTED BY DSS COMPANY, DBA KNIFE**  
**RIVER CONSTRUCTION, INC., FOR THE PAVEMENT MAINTENANCE REPAIR**  
**PROGRAM CIP PS 18-01 PHASE I**

Knife River completed construction of the PMRP Phase I. Staff has inspected the aforementioned street sections and has deemed these improvements complete and in accordance with the approved plans and specifications.

Staff requests City Council accept the improvements, authorize the filing of a Notice of Completion with the San Joaquin County Clerk and authorize the release of contract retention to Knife River, in the amount of \$22,546, forty-five (45) days after the recording of the Notice of Completion.

**REASON FOR RECOMMENDATION:**

Knife River completed the construction of PRMP Phase I. Staff has inspected the improvements listed above and has deemed the improvements complete and in accordance with the approved plans and specifications.

**FISCAL IMPACT:**


The final construction contract amount for CIP PS 18-01 PMRP Phase I is \$525,582. Adequate funds have been allocated in the FY 19/20 to close out the project.

**ATTACHMENTS:**

- A. Resolution Accepting Improvements Constructed by DSS Company, DBA Knife River Construction, Inc., for the Pavement Maintenance Repair Program CIP PS 18-01 Phase I, Authorizing the Filing of a Notice of Completion and Release of Contract Retention
- B. Notice of Completion for the Pavement Maintenance Repair Program CIP PS 18-01 Phase I
- C. GASB 34 for the Pavement Maintenance Repair Program CIP PS 18-01 Phase I

**CITY MANAGER'S REPORT** **PAGE 3**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**ACCEPT IMPROVEMENTS BY KNIFE RIVER CONSTRUCTION FOR THE**  
**PAVEMENT MAINTENANCE REPAIR PROGRAM CIP PS 18-01 PHASE I**

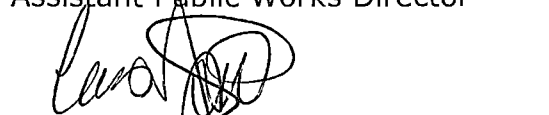
**APPROVALS:**

  
\_\_\_\_\_  
Steven J. Medina  
Assistant Engineer


9/25/19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

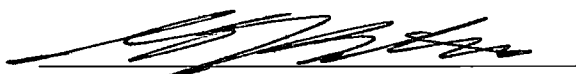
9.23.19  
Date

  
\_\_\_\_\_  
Cari James  
Director of Administrative &  
Finance Services

10/2/19  
Date

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

9-26-19  
Date

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

10.3.19  
Date

**RESOLUTION NO. 19 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING IMPROVEMENTS CONSTRUCTED BY DSS COMPANY, DBA KNIFE RIVER CONSTRUCTION, INC., FOR THE PAVEMENT MAINTENANCE REPAIR PROGRAM CIP PS 18-01 PHASE I, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION AND RELEASE OF CONTRACT RETENTION**

**WHEREAS**, in 2018, City Council approved CIP PS 18-01 City-Wide Road Maintenance and Repair Program, currently referred to as the "Pavement Maintenance and Repair Program (PMRP)", to ensure the maintenance and repair of deteriorating City streets; and

**WHEREAS**, contract plans and specifications for this project were completed in March 2019 and were advertised for construction bid in April 2019; and

**WHEREAS**, on June 18, 2019, City Council approved a construction contract for PMRP Phase I with Knife River Construction, Inc., (Knife River) in the amount of \$515,582 and a 20% construction contingency of \$103,116 for a total construction authorization of \$618,698; and

**WHEREAS**, construction for PMRP Phase I included S. Harlan Road from E. Louise Avenue to 16905 S, Harlan Road, S. Harlan Road from 14440 S. Harlan Road to Stonebridge Lane and the S. Harlan Road northbound left turn lane at Lathrop Road; and

**WHEREAS**, Knife River completed construction of the Pavement Maintenance Repair Program (PMRP) CIP PS 18-01 Phase I; and

**WHEREAS**, staff has inspected the improvements and have deemed these improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, the final construction contract amount for CIP PS 18-01 PMRP Phase I is \$525,582; and

**WHEREAS**, the budget for the Pavement Maintenance Repair Program CIP PS 18-01 Phase I was sufficient to fund this project.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby accept the improvements of Pavement Maintenance Repair Program CIP PS 18-01 Phase I constructed by Knife River Construction, Inc.; and

**BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby authorize the filing of a Notice of Completion with the San Joaquin County Clerk and the release of contract retention to Knife River, in the amount of \$22,546, forty-five (45) days after the recording of the Notice of Completion.



The foregoing resolution was passed and adopted this 14th day of October 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

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATT: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  

|                        |                               |                |                   |
|------------------------|-------------------------------|----------------|-------------------|
| NAME                   | STREET AND NO.                | CITY           | STATE             |
| <u>City of Lathrop</u> | <u>390 Towne Centre Drive</u> | <u>Lathrop</u> | <u>California</u> |

(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is: Pavement Maintenance and Repair Program CIP PS 18-01 Phase I, by DSS Company, DBA Knife River Construction.
4. That on the 14 day of October, 2019 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: DSS Company, DBA Knife River Construction.
6. That the name and address of the transferor is:  

|                                                  |                             |                 |                   |
|--------------------------------------------------|-----------------------------|-----------------|-------------------|
| NAME                                             | STREET AND NO.              | CITY            | STATE             |
| <u>DSS Company, DBA Knife River Construction</u> | <u>655 West Clay Street</u> | <u>Stockton</u> | <u>California</u> |
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:  
  
Pavement Maintenance and Repair Program CIP PS 18-01 Phase I

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager                      Date

By: \_\_\_\_\_  
Teresa Vargas, City Clerk                                      Date

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **October 14, 2019 from DSS Company, DBA Knife River Construction**, to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2019**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Date: 8/29/19

PMRP CIP PS 18-01 Phase I repair of deteriorating streets along section of South Harlan Road:

- 1) S. Harlan Road from E. Louise Ave to the Taco Bell intersection
- 2) S. Harlan Road from 14440 S. Harlan Road to Stonebridge Lane
- 3) S. Harlan Road northbound left turn lane at Lathrop Road.

| <u>Item</u>                                  | <u>Unit</u> | <u>Qty.</u> | <u>Unit Price</u> | <u>Total</u>        |
|----------------------------------------------|-------------|-------------|-------------------|---------------------|
| Mobilization                                 | LS          | 1           | \$ 4,900.00       | \$ 4,900.00         |
| Traffic Control                              | LS          | 1           | \$ 12,500.00      | \$ 12,500.00        |
| Water Pollution Control Plan                 | LS          | 1           | \$ 3,000.00       | \$ 3,000.00         |
| Protect Monument                             | EA          | 1           | \$ 1,300.00       | \$ 1,300.00         |
| Replace Traffic Loops                        | EA          | 20          | \$ 950.00         | \$ 19,000.00        |
| 7" Grind & Repave w. Geogrid (HMA)           | EA          | 57,512      | \$ 6.50           | \$ 230,048.00       |
| 3" Profile Grind & Repave (HMA)              | LF          | 81,652      | \$ 4.50           | \$ 138,808.40       |
| 6" Grind & Repave (HMA)                      | SF          | 1,845       | \$ 6.00           | \$ 9,225.00         |
| Paving Fabric                                | SF          | 60,000      | \$ 0.25           | \$ 15,000.00        |
| AC Fabric Tensile Strength of approx 50 kN/m | SF          | 82,000      | \$ 0.60           | \$ 49,200.00        |
| Temporary Paint                              | LS          | 1           | \$ 29,000.00      | \$29,000.00         |
| Adjust Utilities                             | EA          | 16          | \$ 850.00         | \$13,600.00         |
|                                              |             |             | <b>Total</b>      | <b>\$525,581.40</b> |

## ITEM 4.9

### **CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: ACCEPT SPARTAN WAY STREET IMPROVEMENTS**

**RECOMMENDATION: Adopt Resolution Accepting Street Improvements on Spartan Way between Land Park Drive and Existing Lathrop Road from Saybrook CLSP, LLC**

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#### **SUMMARY:**

Saybrook CLSP, LLC (Saybrook), the developer for the Central Lathrop Specific Plan, has completed street improvements for Spartan Way between the traffic circle at Land Park (near the Lathrop High School), and the existing segment of Lathrop Road located in the Mossdale development area (see Attachment B, Site Map).

The street improvements include, but are not limited to: roadway pavement, sidewalk, curb & gutter, streetlights and potable water mains, hydrants and valves. The approximate value of the improvements accepted is \$1,284,418 as shown in the GASB 34 report included as Attachment C. Developer is required to provide a maintenance bond in the amount of \$128,442.

In accordance with the LMC 16.16.160, the City Engineer has inspected the street improvements for Spartan Way, and deemed them complete in accordance with the approved plans and specifications.

Staff requests that the City Council accept the street improvements.

#### **BACKGROUND:**

Saybrook, the developer for the Central Lathrop Specific Plan, has completed street improvements for Spartan Way between the traffic circle at Land Park (near the Lathrop High School), and the existing segment of Lathrop Road located in the Mossdale development area. The street improvements include, but are not limited to: roadway pavement, sidewalk, curb & gutter, streetlights, potable water mains, hydrants, and valves.

Pursuant to Lathrop Municipal Code 16.16.160 entitled Improvements, "upon the completion of the required improvements by the subdivider, the City Engineer shall make a final inspection of the subdivision. If upon inspection, it is found that all improvements have been installed in accordance with approved plans and specifications, the City Engineer shall transmit such findings to the City Council." The City Engineer has inspected the street improvements and deemed them complete in accordance with the approved plans and specifications.

The approximate value of the improvements proposed to be accepted is \$1,284,418 as shown in the GASB 34 report included as Attachment C.

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
ACCEPT SPARTAN WAY STREET IMPROVEMENTS**

**PAGE 2**

**REASON FOR RECOMMENDATION:**

Saybrook has completed its obligation to construct the street improvements and developer is required to provide a maintenance bond in the amount of \$128,442, therefore, staff requests that the City Council accept the improvements and accept the maintenance bond.

**FISCAL IMPACT:**

The approximate value of the improvements to be accepted is \$1,284,418 as shown in the project GASB 34 report. The City's maintenance costs for the new street improvements are included in the Public Works operating budget and in CFD 2019-2.

**ATTACHMENTS:**

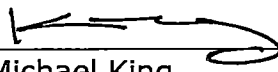
- A. Resolution Accepting Street Improvements on Spartan Way between Land Park and Existing Lathrop Road from Saybrook CLSP, LLC (Saybrook).
- B. Site Map of Spartan Way.
- C. GASB 34 Report dated September 30, 2019.

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
ACCEPT SPARTAN WAY STREET IMPROVEMENTS**

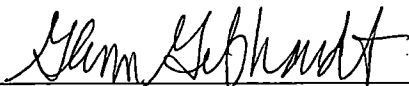
**APPROVALS:**

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

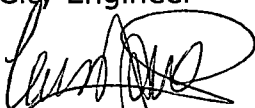
10-2-2019  
\_\_\_\_\_  
Date

  
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Michael King  
Assistant Director of Public Works

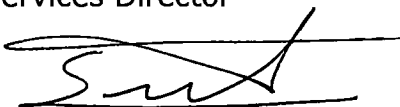
10-1-19  
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Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

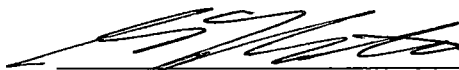
10-3-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10-4-19  
\_\_\_\_\_  
Date

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

10-3-19  
\_\_\_\_\_  
Date

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

10-7-19  
\_\_\_\_\_  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING STREET IMPROVEMENTS ON SPARTAN WAY BETWEEN LAND PARK AND EXISTING LATHROP ROAD FROM SAYBROOK CLSP, LLC**

**WHEREAS**, Saybrook CLSP, LLC (Saybrook), the developer for the Central Lathrop Specific Plan, has completed street improvements for Spartan Way between the traffic circle at Land Park Drive (near the Lathrop High School) and the existing segment of Lathrop Road located in the Mossdale development area; and

**WHEREAS**, the street improvements include, but are not limited to roadway pavement, sidewalk, curb & gutter, streetlights and potable water mains, hydrants and valves with an approximate value of \$1,284,418 according to the project GASB 34 report; and

**WHEREAS**, pursuant to Lathrop Municipal Code 16.16.160, the city engineer has inspected the street improvements and has deemed them complete in accordance with the approved plans and specifications; and

**WHEREAS**, developer has provided the lien release and Maintenance Bond; and

**WHEREAS**, staff recommends that City Council accept these improvements and accept the Maintenance Bond.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop accepts the street improvements listed in the project GASB 34 report with an approximate value of \$1,284,418, located on Spartan Way between Land Park Drive and the existing segment of Lathrop Road in the Mossdale development area and accepts the one-year Maintenance Bond in the amount of \$128,442.



The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October 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

# ATTACHMENT B

## SITE MAP



# ATTACHMENT C

## CITY OF LATHROP PROJECT ACCEPTANCE (GASB 34 REPORT)

Date: 9-30-2019

Submitted by: Ken Reed, Senior Construction Manager

Tract No.: 3533 Spartan Way from Stanford Crossing to Mossdale (interim Acceptance October 2019)

| <u>Item</u>                   | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Total Price</u>  |
|-------------------------------|-------------|------------|-------------------|---------------------|
| Roadway Pavement              | SF          | 141860     | \$ 4.49           | \$ 636,951.40       |
| Sidewalk                      | SF          | 36110      | \$ 4.25           | \$ 153,467.50       |
| Curb & Gutter                 | LF          | 5526       | \$ 15.25          | \$ 84,271.50        |
| Regulatory Signs              | EA          | 14         | \$ 150.00         | \$ 2,100.00         |
| Street Lights                 | EA          | 24         | \$ 4,500.00       | \$ 108,000.00       |
| Landscape Medians             | SF          | 217        | \$ 5.00           | \$ 1,085.00         |
| Fire Hydrant                  | EA          | 9          | \$ 6,000.00       | \$ 54,000.00        |
|                               |             |            |                   | \$ -                |
| 8 Inch Potable Water Pipeline | LF          | 510        | \$ 35.75          | \$ 18,232.50        |
| 12" Potable Water Pipeline    | LF          | 3040       | \$ 51.50          | \$ 156,560.00       |
|                               |             |            |                   | \$ -                |
| 8 Inch Valve                  | EA          | 9          | \$ 1,400.00       | \$ 12,600.00        |
| 12 Inch Valve ( )             | EA          | 13         | \$ 2,000.00       | \$ 26,000.00        |
|                               |             |            |                   | \$ -                |
| SD Catch Basins               | EA          | 14         | \$ 2,225.00       | \$ 31,150.00        |
| <b>Total</b>                  |             |            |                   | <b>\$ 1,284,418</b> |

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## ITEM 4.10

### CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

**ITEM:**                               **RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH TRACY GRADING & PAVING, INC., FOR PAVEMENT REPAIRS IN CONJUNCTION WITH UPRR'S EMERGENCY RAILROAD REHABILITATION AT ROTH ROAD**

**RECOMMENDATION:**   **Adopt Resolution to Ratify City Manager's Approval of an Emergency Construction Contract with Tracy Grading & Paving, Inc., for Pavement Repairs, in Conjunction with UPRR's Emergency Railroad Rehabilitation at Roth Road, Accept the Improvements, Approve Related Budget Amendment and Authorize the Filing of a Notice of Completion**

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#### **SUMMARY:**

On August 19, 2019, Union Pacific Railroad (UPRR) contacted the City of Lathrop to discuss UPRR's emergency rehabilitation to the westerly railroad crossing at Roth Road. The emergency rehabilitation work requires the City to perform immediate street repairs to maintain access to public roadways. In order to address the immediate street repair work, the City Manager approved an emergency contract with Tracy Grading & Paving, Inc., to remove and replace the asphalt concrete (AC) on the west and east side of the westerly railroad tracks at Roth Road on a time and material basis with a cost not to exceed the amount of \$63,098.

Staff requests City Council ratify the City Manager's approval of the emergency construction contract with Tracy Grading & Paving, Inc., accept the improvements, approve a budget amendment transferring \$50,443 from the Streets Operating Fund (2080) to cover the emergency construction services and authorize the filing of a Notice of Completion with the San Joaquin County Records Office.

#### **BACKGROUND:**

On August 19, 2019, UPRR contacted the City of Lathrop's Public Works Department to discuss UPRR's emergency rehabilitation to the westerly railroad crossing at Roth Road. The UPRR emergency rehabilitation work requires the City perform immediate street repairs to maintain access to public roadways. Notification provided by UPRR did not allow the City sufficient time to formally request bids for the necessary street repair work pursuant to Lathrop Municipal Code Section 2.36.060.

In order to address the immediate street repair work that was required to reduce eminent risk to public safety and maintain access to public roadways, the City Manager approved an emergency contract with Tracy Grading & Paving, Inc.

**CITY MANAGER’S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH TRACY GRADING & PAVING FOR PAVEMENT REPAIRS**

The work included the removal and replacement of the AC on the west and east side of the westerly railroad tracks at Roth Road. The contract is on a time and material basis with a cost not to exceed the amount of \$63,098.

On September 3, 2019, Tracy Grading & Paving started construction by removing and replacing approximately 590 square feet of AC on Roth Road. The emergency construction contract with Tracy Grading & Paving enabled the City to act in an efficient and timely manner; thereby, maintaining the safety of the City’s public roadways.

On September 7, 2019, Tracy Grading & Paving completed the emergency contract work with an additional \$14,218.12 in AC repairs due to changes in field conditions. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Staff requests City Council ratify the City Manager’s approval of the emergency construction contract with Tracy Grading & Paving, Inc., accept the improvements, approve a budget amendment transferring \$50,443 from the Streets Operating Fund (2080) to cover the emergency construction services and authorize the filing of a Notice of Completion with the San Joaquin County Records Office.

**REASON FOR RECOMMENDATION:**

The emergency pavement repairs allowed the City to address the needs of UPRR’s emergency rehabilitation, maintained access to public roadways and addressed public safety concerns on Roth Road.

**FISCAL IMPACT:**

The final construction contract amount for the emergency services is \$77,316. In order to have adequate funds to close out the emergency project, staff requests City Council to approve a budget amendment transferring \$50,443 from the Streets Operating Fund (2080) to the Streets and Road CIP Fund (3310) as follows:

|                                   |          |          |
|-----------------------------------|----------|----------|
| <u>Decrease Appropriations</u>    |          |          |
| 2080-5010-420-75-00               |          | \$50,443 |
| <br><u>Increase Transfer Out</u>  |          |          |
| 2080-9900-990-9010                |          | \$50,443 |
| <br><u>Increase Transfer In</u>   |          |          |
| 3310-9900-393-0000                | PS 18-01 | \$50,443 |
| <br><u>Increase Appropriation</u> |          |          |
| 3310-8000-420-1200                | PS 18-01 | \$50,443 |

**CITY MANAGER'S REPORT** **PAGE 3**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH TRACY GRADING &**  
**PAVING FOR PAVEMENT REPAIRS**

**ATTACHMENTS:**

- A. Resolution to Ratify City Manager's Approval of an Emergency Construction Contract with Tracy Grading & Paving, Inc., for Pavement Repairs, in Conjunction with UPRR's Emergency Railroad Rehabilitation at Roth Road, Accept the Improvements, Approve Related Budget Amendment and Authorize the Filing of a Notice of Completion
- B. Notice of Completion for Emergency Construction by Tracy Grading & Paving, Inc., for Pavement Repairs to Roth Road
- C. GASB 34 Report for Emergency Construction Contract with Tracy Grading & Paving, Inc., for Pavement Repairs to Roth Road

**CITY MANAGER'S REPORT** **PAGE 4**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**RATIFY EMERGENCY CONSTRUCTION CONTRACT WITH TRACY GRADING &**  
**PAVING FOR PAVEMENT REPAIRS**

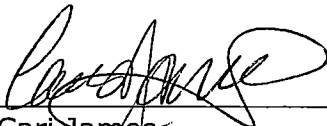
**APPROVALS:**

  
\_\_\_\_\_  
Steven J. Medina  
Assistant Engineer

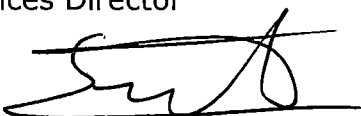
9/27/19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

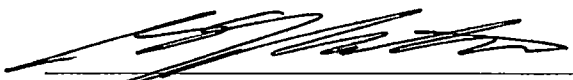
9-30-19  
Date

  
\_\_\_\_\_  
Carl James  
Finance & Administrative  
Services Director

10/1/19  
Date

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

9-27-19  
Date

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

10-3-19  
Date



**RESOLUTION 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY CITY MANAGER'S APPROVAL OF AN EMERGENCY CONSTRUCTION CONTRACT WITH TRACY GRADING & PAVING, INC., FOR PAVEMENT REPAIRS, IN CONJUNCTION WITH UPRR'S EMERGENCY RAILROAD REHABILITATION AT ROTH ROAD, ACCEPT THE IMPROVEMENTS, APPROVE RELATED BUDGET AMENDMENT AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION**

**WHEREAS**, on August 19, 2019, Union Pacific Railroad (UPRR) contacted the City of Lathrop's Public Works Department to discuss UPRR's emergency rehabilitation to the westerly railroad crossing at Roth Road; and

**WHEREAS**, the UPRR emergency rehabilitation work requires the City to perform immediate street repairs to maintain access to public roadways; and

**WHEREAS**, notification provided by UPRR did not allow the City sufficient time to formally request bids for the necessary street repair work pursuant to Lathrop Municipal Code Section 2.36.060; and

**WHEREAS**, in accordance with Lathrop Municipal Code Section 2.36.080, titled "Emergency Procedures," the City Manager approved an emergency construction contract with Tracy Grading & Paving to maintain the safety of public roadways in an efficient and timely manner; and

**WHEREAS**, Tracy Grading & Paving, Inc., is specially trained, experienced, and competent to perform emergency asphalt concrete rehabilitation services in a timely manner; and

**WHEREAS**, the emergency construction contract is on a time and material basis with a total estimate not to exceed \$63,098; and

**WHEREAS**, changes in field conditions occurred and an additional \$14,218.12 is needed to complete the project; and

**WHEREAS**, the final construction contract amount for the emergency services is \$77,316; and

**WHEREAS**, staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications; and

**WHEREAS**, staff requests City Council ratify the City Manager's approval of an emergency construction contract with Tracy Grading & Paving, approve related budget amendment and accept the improvements.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby ratify the City Manager’s approval of the Emergency Construction Contract with Tracy Grading & Paving and authorize the filing of a Notice of Completion with the San Joaquin County Clerk; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approves a budget amendment transferring \$50,443 from the Streets Operating Fund (2080) as follows:

|                                |          |          |
|--------------------------------|----------|----------|
| <u>Decrease Appropriations</u> |          |          |
| 2080-5010-420-75-00            |          | \$50,443 |
| <br>                           |          |          |
| <u>Increase Transfer Out</u>   |          |          |
| 2080-9900-990-90-10            |          | \$50,443 |
| <br>                           |          |          |
| <u>Increase Transfer In</u>    |          |          |
| 3310-9900-393-0000             | PS 18-01 | \$50,443 |
| <br>                           |          |          |
| <u>Increase Appropriation</u>  |          |          |
| 3310-8000-420-1200             | PS 18-01 | \$50,443 |

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

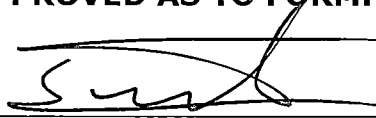
ABSENT:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

RECORDING REQUESTED BY, AND  
WHEN RECORDED MAIL TO:

CITY OF LATHROP  
ATT: CITY CLERK  
390 TOWNE CENTRE DRIVE  
LATHROP, CA 95330

Exempt from payment of recording fees (GC 27383)

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

1. That the interest or estate stated in paragraph 3 herein in the real property herein described is owned by:  

|                        |                               |                |                   |
|------------------------|-------------------------------|----------------|-------------------|
| NAME                   | STREET AND NO.                | CITY           | STATE             |
| <u>City of Lathrop</u> | <u>390 Towne Centre Drive</u> | <u>Lathrop</u> | <u>California</u> |

(If more than one owner of the interest stated, the name and address of each must be stated)
2. That the full name and address of the owner of said interest or estate, if there is only one owner, and that the full names and addresses of all the co-owners who own said interest or estate as tenants in common, as joint tenants, or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of title or the stated owner, or if more than one owner, then of the stated owner and co-owners is:  
Emergency Construction for Pavement Repairs Roth Road, by Tracy Grading & Paving, Inc.
4. That on the 14 day of October, 2019 a work of improvement on the real property herein described was completed.
5. That the name of the original contractor, if any, for said work of improvement was: Tracy Grading & Paving, Inc.
6. That the name and address of the transferor is:  

|                                         |                                |              |                   |
|-----------------------------------------|--------------------------------|--------------|-------------------|
| NAME                                    | STREET AND NO.                 | CITY         | STATE             |
| <u>Tracy Grading &amp; Paving, Inc.</u> | <u>5431 W. Grant Line Road</u> | <u>Tracy</u> | <u>California</u> |
7. That the real property herein referred to is situated in the City of Lathrop County of San Joaquin, State of California, and is described as follows:  
  
Emergency Construction for Pavement Repairs to Roth Road

That the undersigned has knowledge of the contents herein and states under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager                      Date

By: \_\_\_\_\_  
Teresa Vargas, City Clerk                                      Date

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **October 14, 2019 from Tracy Grading & Paving, Inc.**, to the **City of Lathrop**, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the City Council pursuant to authority conferred by minute action of the City Council adopted on **October 14, 2019**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)

Emergency work done on Roth Rd.

Date: 9/18/19

| <u>Item</u>          | <u>Unit</u> | <u>Qty.</u> | <u>Unit Price</u> | <u>Total</u>     |
|----------------------|-------------|-------------|-------------------|------------------|
| Mobilization         | EA          | 1           | \$4,800.00 \$     | 4,800.00         |
| Traffic Control      | EA          | 1           | \$11,500.00 \$    | 11,500.00        |
| Prep. and Replace AC | SF          | 589.55      | \$69.40 \$        | 40,914.77        |
| Grind & Overlay      | SF          | 2,083       | \$9.65 \$         | 20,100.95        |
|                      |             |             | <b>Total \$</b>   | <b>77,315.72</b> |

## ITEM 4.11

### CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVE TASK ORDER NO. 15 WITH 4LEAF, INC., FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION

**RECOMMENDATION:** Adopt Resolution Approving Task Order No. 15 to the Master Professional Consulting Services Agreement with 4Leaf, Inc., for Professional Services and Related Budget Amendment

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#### SUMMARY:

On September 21, 2015, City Council approved a Master Agreement with 4Leaf, Inc., (4Leaf) to provide professional services in the Building Division. Since then, an Amendment and a series of Task Orders have been approved to provide various professional services within the Building Division. Due to continued increase in construction activity related to capital improvement, private land development, residential, commercial and industrial projects, staff requested a proposal from 4Leaf to provide continued professional services in the building division.

Staff is requesting City Council to consider approval of Task Order No. 15 with 4Leaf, Inc., on a time and material basis with a not to exceed amount of \$320,000 and a related budget amendment. Task Order No. 15 will be fully funded by revenue received from permit fees collected at the issuance of building permits.

#### BACKGROUND:

On September 21, 2015, City Council approved a Master Agreement with 4Leaf to provide professional services in the Building Division. On May 13, 2019, City Council approved Amendment No. 2 extending the Master Agreement to June 30, 2021. The Master Agreement with 4Leaf allows staff to issue task orders to align with increased construction activity that exceeds staff resources. The ability to use the services of outside consultants makes it possible to continue providing timely response times to our residents, businesses and developers. The table depicted on the next page provides a summary of Task Orders approved to date.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**APPROVE TASK ORDER NO. 15 WITH 4LEAF, INC. FOR PROFESSIONAL**  
**SERVICES IN THE BUILDING DIVISION**

| Task Order No. | Date Approved | Description                      |
|----------------|---------------|----------------------------------|
| 1              | 09/21/15      | Staff Augmentation Services      |
| 2              | 09/21/15      | Plan Check Services              |
| 3              | 07/18/16      | Plan Check Services              |
| 4              | 10/17/16      | Plan Check Services              |
| 5              | 12/05/16      | Inspection Services              |
| 6              | 06/19/17      | Plan Check Services              |
| 7              | 06/19/17      | Inspection Services              |
| 8              | 01/29/18      | Chief Building Official Services |
| 9              | 06/11/18      | Chief Building Official Services |
| 10             | 06/21/18      | Inspection Services              |
| 11             | 10/08/18      | Plan Check Services              |
| 12             | 5/13/19       | Inspection Services              |
| 13             | 5/13/19       | Staff Augmentation Services      |
| 14             | 9/21/19       | Chief Building Official Services |

**REASON FOR RECOMMENDATION:**

Additional professional services are needed in the Building Division to keep up with the continued increase in construction activity related to capital improvement, private land development, residential, commercial and industrial projects. The ability to use the services of outside consultants makes it possible to continue providing timely response times to our residents, businesses and developers.

**FISCAL IMPACT:**

Task Order No. 15 with 4Leaf, Inc., will be on a time and material basis with a not to exceed amount of \$320,000. Task Order No. 15 will be fully funded from fees collected at the issuance of a building permit. Due to the unexpected increase in construction activity, staff is requested a budget amendment to the adopted Fiscal Year 19-20 Budget for the Building Division to offset the additional expenses. The budget amendment is as follows:

Increase Revenue

2015-50-30-323-01-00                      \$330,199

Increase Expenditures

2015-50-30-420-01-00                      \$231,139



**ATTACHMENTS:**

- A. Resolution Approving Task Order No. 15 with 4Leaf, Inc., for Professional Services in the Building Division and Related Budget Amendment
- B. Task Order No. 15 for Professional Services in the Building Division dated October 14, 2019

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**APPROVE TASK ORDER NO. 15 WITH 4LEAF, INC. FOR PROFESSIONAL**  
**SERVICES IN THE BUILDING DIVISION**


**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works


10-3-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative Services Director

10-7-19  
Date

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

10-7-19  
Date

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

10.7.19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 15 WITH 4LEAF, INC., FOR PROFESSIONAL SERVICES IN THE BUILDING DIVISION AND RELATED BUDGET AMENDMENT**

**WHEREAS**, the City requires contract professional services to keep pace with ongoing development; and

**WHEREAS**, 4Leaf, Inc. has the qualifications necessary to provide additional professional services in the Building Division services; and

**WHEREAS**, City Council approved a Master Agreement with 4Leaf, Inc. for professional services in September 2015; and

**WHEREAS**, City Council approved Amendment No. 2 extending the Master Agreement through June 30, 2021; and

**WHEREAS**, staff is requesting Council approve Task Order No. 15 to provide additional professional services on a time and material basis with a not to exceed amount of \$320,000; and

**WHEREAS**, Task Order No. 15 will be fully funded by revenue received from construction permit fees collected at the issuance of building permits; and

**WHEREAS**, sufficient funds were not allocated in the adopted Fiscal Year 19/20 Budget, and staff is requesting the following budget amendment:

|                              |           |
|------------------------------|-----------|
| <u>Increase Revenue</u>      |           |
| 2015-50-30-323-01-00         | \$330,199 |
| <u>Increase Expenditures</u> |           |
| 2015-50-30-420-01-00         | \$231,139 |

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve Task Order No. 15 for professional services in the Building Division and related budget amendment.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October 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

**CITY OF LATHROP  
TASK ORDER NO. 15**

**PURSUANT TO MASTER CONSULTING AGREEMENT DATED  
SEPTEMBER 21, 2015 WITH 4LEAF, INC.**

**TO PROVIDE PROFESSIONAL SERVICES IN THE BUILDING DIVISION**

**THIS TASK ORDER NO. 15** dated for convenience this **14<sup>th</sup> day of October 2019** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021 pursuant to Amendment No. 2 dated May 13, 2019 ("AGREEMENT") by which the CONSULTANT has agreed to provide Building Division Professional Services; and

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to provide professional building 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 building 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 hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform professional building services in accordance with the scope of work and fee proposal provided in 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. 15 is October 14, 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 **\$320,000** for the professional building services and onsite plan review services. 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.

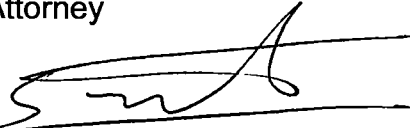
(6) **Signatures**

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. 15 with 4Leaf Inc. for Professional Services in  
the Building Division

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 10-7-19  
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 Date  
City Manager

CONSULTANT:

**4 Leaf Inc.**  
**2126 Rheem Drive, Suite A**  
**Pleasanton, CA 94588**  
Fed ID # 94-3393574  
Bus License # 20088

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

Kevin J. Duggan, President  
(Print Name and title)

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## ITEM 4.12

### CITY MANAGER'S REPORT OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING

**ITEM:** APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR CIP PS 14-04 HARLAN ROAD REALIGNMENT AT ROTH ROAD

**RECOMMENDATION:** Adopt a Resolution Authorizing a Professional Services Agreement with Dokken Engineering for Professional Engineering Consulting Services for CIP PS 14-04 Harlan Road Realignment at Roth Road

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#### **SUMMARY:**

Professional engineering services are needed to support Roth Road/I-5 Interchange Improvements and Harlan Road Realignment Capital Improvement Project (CIP) PS 14-04. Staff issued a Request for Proposal (RFP) and received two proposals from qualified consultants. After reviewing, evaluating, scoring, and ranking the proposals, Dokken Engineering (Dokken) was selected based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

Staff requests that City Council authorize a Professional Services Agreement with Dokken Engineering in the amount of \$1,117,241 (includes a 10% contingency).

Funds approved in the FY 2019/21 budget for Harlan Road Realignment at Roth Road CIP PS 14-04 are sufficient to authorize the agreement.

#### **BACKGROUND:**

Proposed development projects within San Joaquin County, the City of Manteca and the City of Lathrop will cause the I-5 interchange at Roth Road to operate at an unacceptable level. Council has approved the Roth Road/I-5 Interchange Improvements and Harlan Road Realignment Capital Improvement Project (CIP) PS 14-04, which consists of two phases. Phase 1, the Harlan Road realignment east of I-5, must be completed prior to any improvements being made to the interchange. The Harlan Road realignment will realign Harlan Road by shifting the intersection of Harlan Road and Roth Road approximately 600 feet to the east. Phase 2 provides for the design and construction of the interchange ramp improvements.

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR CIP  
PS 14-04 HARLAN ROAD REALIGNMENT AT ROTH ROAD**

On July 22, 2019, Staff issued a Request for Proposal (RFP) for professional engineering services needed for Phase 1 of the project for the Harlan Road realignment. The scope of work includes preparation of a precise plan line; right-of-way engineering/acquisition; conducting an environmental assessment and the preparation of all appropriate related environmental documents; all associated permitting; construction plans, specifications, and estimates for the proposed roadway realignment; geotechnical evaluation, traffic analysis, and public outreach services. Two proposals were received on August 23, 2019. After reviewing, evaluating, scoring, and ranking the proposals, Dokken was selected by staff based on previous work history, qualifications, positive references, and their overall understanding of the project requirements.

**REASON FOR RECOMMENDATION:**

The Roth Road/I-5 Interchange and Harlan Road Realignment CIP PS 14-04 is needed because proposed development in the vicinity of the project will cause the I-5 interchange at Roth Road to operate at an unacceptable level. Dokken was selected to provide professional engineering services to support the project based on their previous work history, qualifications, positive references, and overall understanding of the project requirements.

**FISCAL IMPACT:**

Staff requests that City Council authorize a Professional Services Agreement with Dokken Engineering in the amount of \$1,117,241 (includes a 10% contingency). Funds approved in the FY 2019/21 budget for CIP PS 14-04 Roth Road/I-5 Interchange and Harlan Road Realignment are sufficient to authorize the agreement.


**ATTACHMENTS:**

- A. Resolution Authorizing a Professional Services Agreement with Dokken Engineering for Professional Engineering Consulting Services for CIP PS 14-04 Harlan Road Realignment at Roth Road
- B. Professional Services Agreement with Dokken Engineering for Professional Engineering Consulting Services for CIP PS 14-04 Harlan Road Realignment at Roth Road


**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
APPROVE PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR CIP  
PS 14-04 HARLAN ROAD REALIGNMENT AT ROTH ROAD**

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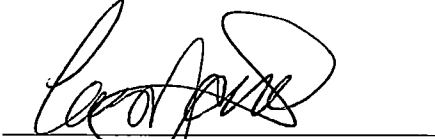
**APPROVALS**

  
Jay Davidson  
Principal Engineer

9-24-19  
Date

  
Michael King  
Assistant Director of Public Works

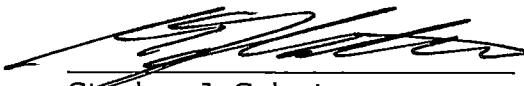
9-24-19  
Date

  
Cari James  
Finance & Administrative  
Services Director

9/24/19  
Date

  
Salvador Navarrete  
City Attorney

9-24-19  
Date

  
Stephen J. Salvatore  
City Manager

9-26-19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH DOKKEN ENGINEERING FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR CIP PS 14-04 HARLAN ROAD REALIGNMENT AT ROTH ROAD**

**WHEREAS**, proposed development projects within San Joaquin County, the City of Manteca and the City of Lathrop will cause the I-5 interchange at Roth Road to operate at an unacceptable level; and

**WHEREAS**, Council has approved the Roth Road/I-5 Interchange Improvements and Harlan Road Realignment Capital Improvement Project (CIP) PS 14-04 which consists of two phases; and

**WHEREAS**, the first phase consisting of the realignment of Harlan Road at Roth Road east of I-5 must be completed prior to any improvements being made to the interchange for the second phase of the project; and

**WHEREAS**, on July 22, 2019, Staff issued a Request for Proposal (RFP) for professional engineering services needed for Phase 1 of the project for the Harlan Road Realignment at Roth Road; and

**WHEREAS**, two proposals were received on August 23, 2019. After reviewing, evaluating, scoring, and ranking the proposals, Dokken Engineering was selected by staff based on previous work history, qualifications, positive references, and their overall understanding of the project requirements; and

**WHEREAS**, staff requests that City Council authorize a Professional Services Agreement with Dokken Engineering in the amount of \$1,117,241 (includes a 10% contingency); and

**WHEREAS**, funds approved in the FY 2019/21 budget for CIP PS 14-04 Roth Road/I-5 Interchange and Harlan Road Realignment are sufficient to authorize the agreement.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby authorize an agreement with Dokken Engineering for professional engineering consulting services in the amount of \$1,117,241 associated with CIP PS 14-04 Roth Road/I-5 Interchange and Harlan Road Realignment.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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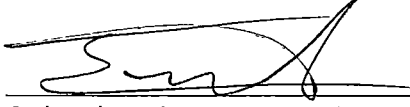
Sonny Dhaliwal, Mayor

**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 HARLAN ROAD REALIGNMENT AT ROTH ROAD  
CAPITAL IMPROVEMENT PROJECT PS 14-04**

**THIS AGREEMENT**, dated for convenience this **14th day of October 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 **\$1,015,674**, 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 **October 14, 2019**, and it shall terminate no later than **June 30, 2023**.

**(4) Independent Contractor Status**

It is 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: **Juann Ramos**, CONSULTANT shall not replace its Authorized Representative without the prior written approval by the CITY.

**(8) Assignment and Subcontracting**

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

**(9) Insurance**

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. 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).

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



CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
DOKKEN ENGINEERING PS 14-04

- (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.
  - (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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
DOKKEN ENGINEERING PS 14-04

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 14-04

- (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 defend shall be governed by Section 2782 of the California Civil Code and in no event shall the cost to defend charged to CONSULTANT exceed CONSULTANT'S proportionate share of fault. 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 14-04

**(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

**(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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT  
DOKKEN ENGINEERING PS 14-04

- (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 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.

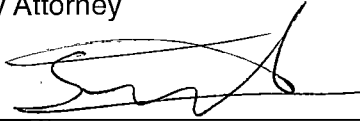
**(18) Signatures**

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 14-04

Approved as to Form:

City of Lathrop  
City Attorney



Salvador Navarrete

9-24-19

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 # \_\_\_\_\_

Business License # 20485

Signature

Date

(Print Name and Title)



# DOKKEN ENGINEERING

*Transportation Solutions from Concept to Construction*

August 23, 2019

## PRIMARY CONTACT

Attn: Jay Davidson, Principal Engineer  
City of Lathrop – Public Works Department  
390 Towne Centre Drive  
Lathrop, CA 95330

**Juann Ramos, PE** | Project Manager

Address: 110 Blue Ravine Road, Suite 200  
Folsom, CA 95630  
Telephone: 916.858.0642  
Fax: 916.858.0643  
Mobile: 916.337.8981  
E-Mail: jramos@dokkenengineering.com

**RE: Cost Proposal for Professional Engineering Consulting Services – Harlan Road Realignment at Roth Road (PS 14-04)**

Dear Mr. Davidson:

Enclosed please find our cost proposal for engineering consulting services for the Harlan Road Realignment at Roth Road project. It includes a summary by task consistent with our Scope of Services with a detailed estimate by task and classification-hours. **Our fee schedule has been tailored to use funds from Design and Engineering for preliminary engineering/environmental document/final design, Land Acquisition for right of way negotiations, and Construction funds for bidding and construction support.** We propose to deliver the subject project for a total not-to-exceed cost summarized as follows:

|                                                        |                     |
|--------------------------------------------------------|---------------------|
| Task 1 - Project Management                            | \$ 76,860           |
| Task 2 – Survey and Base Mapping                       | \$ 81,147           |
| Task 3 – Preliminary Engineering and Precise Plan Line | \$ 123,946          |
| Task 4 – Environmental Analysis                        | \$ 73,911           |
| Task 5 – Utility Relocation                            | \$ 56,923           |
| Task 6 – Right of Way Acquisition                      | \$ 295,037          |
| Task 7 – Final Design                                  | \$ 220,600          |
| Task 8 – Bidding Support                               | \$ 26,320           |
| Task 9 – Construction Support                          | \$ 60,930           |
| <b>Total Not-to-Exceed:</b>                            | <b>\$ 1,015,674</b> |

We have identified Tasks 4.7 *Aerially Deposited Lead Investigation and Limited Site Assessment* and 6.13 *Condemnation Support* as optional should these tasks become necessary. This amount is not included in the total above.

These services can be started immediately upon receipt of a Notice to Proceed from the City.

Thank you for opportunity to work with on this important project. Should you have any questions regarding the attached proposal, or need additional information, please contact us at (916) 858-0642.

Sincerely,

Juana Ramos, PE  
Project Manager



## Scope of Work

The **Dokken Engineering Team** (CONSULTANT) will perform professional and technical engineering services to prepare a Precise Plan, Environmental Document, Permitting and Final Contract Documents for the Harlan Road Realignment at Roth Road (PS 14-04).

### The below Scope of Work assumes the CITY will provide the following services:

- Provide project history and background information
- Required Encroachment Permits to access CITY right of way will be provided at no cost
- Attend Project Development Team meetings at CITY offices
- CITY staff will prepare City Council Staff Reports and make any presentations to the City Council (CONSULTANT will provide any necessary exhibits and attend meetings – Task 1.7)
- CITY staff will review all submittals and document and plan review comments
- Prepare boilerplate specifications for project advertisement (CONSULTANT will prepare technical specifications)

## TASK 1.0 | PROJECT MANAGEMENT

### Task 1.1 | Kick-off Meeting

CONSULTANT will schedule and conduct a kick-off meeting within two weeks of Notice to Proceed (NTP) and will contact all members of the Project Development Team (PDT) to coordinate the scheduled meeting date. A Meeting Notice, Agenda and Meeting Minutes will be prepared for the kick-off meeting.

- Deliverables: Kick-Off Meeting Notice, Meeting Agenda, and Meeting Minutes

### Task 1.2 | PDT Meetings

CONSULTANT will coordinate and attend PDT meetings with CITY staff and other representatives as necessary. PDT meetings will be held monthly at the CITY offices. Minutes will be prepared by CONSULTANT at each meeting and distributed to the CITY's Project Manager and other attendees at each meeting.

- Deliverables: Monthly PDT Notice, PDT Agenda, and PDT Meeting Minutes

### Task 1.3 | Monthly Invoices and Progress Reports

CONSULTANT will prepare monthly invoices of expenditures for the Project. CONSULTANT will prepare progress reports to record the progress of the project and as supporting data for invoices presented monthly to the CITY. The Progress Report will include accomplished tasks for the month, anticipated progress for the next month, pending issues and schedule completion target dates. CONSULTANT will include the progress reports with delivery of the monthly invoices.

- Deliverables: Monthly Invoices and Progress Reports

### Task 1.4 | Project Schedule

CONSULTANT will provide a detailed project baseline schedule, indicating milestones, major activities and deliverables, to the CITY for review and comments, and will update the schedule on a monthly basis, to coincide with the PDT meetings or as required.

- Deliverable: Monthly Project Schedule

### Task 1.5 | Quality Control

CONSULTANT will have a quality control plan in effect during the entire course of the project and will develop a plan establishing a process to ensure design calculations are independently



checked. Exhibits and plans will also be checked, corrected and back-checked for accuracy and completeness. CONSULTANT will review subconsultant submittals to ensure that appropriate background information, study methodology, interpretation of data, format and content are completed in accordance with current standards.

- Deliverable: Quality Control Plan

**Task 1.6 | Public Meetings**

CONSULTANT will organize and attend up to three (3) public information meetings with CITY staff and appropriate team members to update the public and interested parties of the Project status and to obtain information from the public. The meetings will be held using the open house format. The format of an open house is informal, allowing attendees to speak directly with CITY/CONSULTANT representatives about their thoughts on the Project. One of these public meetings is anticipated to be held during circulation of the environmental document.

CONSULTANT will schedule and make all necessary arrangements for the meeting facilities, issue meeting notices, and prepare all necessary meeting exhibits, handouts and other materials. All distributed materials will be provided in Spanish language and/or bilingual interpretation services will be provided for the meetings. CONSULTANT will provide a summary of the public comments from the meetings and provide a written response for use by the CITY.

- Deliverables: Public meeting notices, exhibits, handouts and other necessary materials, summary and responses to public comments

**Task 1.7 | City Council Meetings**

CONSULTANT will attend up to three (3) City Council meetings to support CITY staff in making presentations and updates on the project. CONSULTANT will provide necessary exhibits for use during the meetings and will assist in answering questions, as needed.

**TASK 2.0 | SURVEY AND BASE MAPPING**

**Task 2.1 | Horizontal and Vertical Control**

CONSULTANT will work closely with the CITY and Caltrans to identify the approved control for the project and any future phases of the project. This will ensure overall datum consistency. It is assumed that Caltrans will provide the preferred existing horizontal and vertical control near the project for utilization of surveys. The horizontal control will be based on the North American Datum (NAD83), California State Plane Coordinate System Zone 3 and the North American Vertical Datum (NAVD88). Control research will be conducted with Caltrans to tie the survey and mapping services for this project into existing Caltrans control and relevant CITY Control.

CONSULTANT will perform RTK GPS surveys derived from the approved project control to set primary survey control points for the project. It is estimated that 4 primary control points will be required for the project. Additional control points, derived from the primary control, will be set throughout the project area as required for additional surveys. All GPS data and digital data will be processed and adjusted utilizing Trimble Business Center (TBC) software in accordance with the Caltrans Survey Manual. A survey report will be prepared documenting primary controls, methods and procedures, adjustment results, notes, sketches and photos. A project control sheet will be prepared which will include the primary horizontal and vertical control. Control sheet will include northings, eastings, elevations, basis of bearing, datum and benchmarks.

- Deliverables: Survey Control Report, Project Control Sheet

**Task 2.2 | Topographic Surveys**

CONSULTANT will perform detailed (non-aerial) topographic surveying and base mapping derived from the established horizontal and vertical control. Access to approximately 20 private properties will be required and the work to obtain Permit to Enter these properties is included under a separate task. Notifications and scheduling with property owners will be required.

CONSULTANT will work within the desired access conditions and coordinate with property owners as necessary. Topographic surveying will include, but is not limited to, connecting roadway improvements, edge of pavement and concrete, edge of traveled way, curbs, flowlines, walks, driveways, conforms, buildings, structures, drainage, utilities and poles, including overhead wires. CONSULTANT will also locate drainage features such as culverts, structures, ditches and other relative items as necessary. CONSULTANT will locate fences, walls, signs, trees, vegetation, and all visible utilities, including inverts on accessible drain and sewer systems. UNICO will perform base mapping of topographic information to include planimetrics, 1' contours and digital 3D surface. All topographic data will be downloaded, processed and reviewed by CONSULTANT staff for internal quality assurance. The topographic data will be mapped in CAD, including a digital terrain model (DTM) of the existing ground surface and survey points in ASCII format.

All surveying and mapping will conform to the Caltrans Survey Manual.

- Deliverables: Topographic Survey Data, DTM and ASCII Point Files

### **Task 2.3 | Right of Way Base Mapping**

CONSULTANT will request from Caltrans current Right of Way Maps and Monument Maps along the project corridor. CONSULTANT will attain the necessary mapping and documentation from San Joaquin County to survey and map all adjoining properties within the project limits. It is estimated that 20 properties will require boundary resolution. This task will include requesting recorded survey maps, deeds, corner records and other necessary documentation. The design team will provide title reports for all properties impacted by the project. A right of way and boundary base map will be prepared to assist with searching for monuments and right of way boundaries. GPS and conventional surveys will be performed to locate right of way monuments, pins and other boundary markers necessary to resolve and map the right of way and adjoining parcels. An overall (LAND NET) base map will be prepared as the basis of the right of way and parcel boundaries that will include assessor's parcel number (APN), road and parcel information. This base map will be prepared with sufficient detail and accuracy to be applicable to the development of plats and legal descriptions during later phases of the project.

All surveying and mapping will conform with the Land Surveyors Act and Caltrans Survey Manual.

- Deliverables: Right of Way Base Map, Maps, Deed and Other Boundary Documents

### **Task 2.4 | Utility A Letters**

CONSULTANT will prepare Utility "A" letters and project exhibits for distribution to all potentially impacted utility owners. The base plans will be clearly marked "A Plans" and the transmittal letter will clearly identify this project as a CITY project. These plans will include proposed project limits, right of way limits, proposed roadway geometry, and visible known features. Response from the utility owner will be requested within 15 days of receipt of the "A" plans. As-built utility information and planned utility information will be obtained and provided to the CITY for their records. In addition, CONSULTANT will contact the utility owner directly to verify the request has been received. CONSULTANT will incorporate the obtained maps and utility information to compile a utility base map.

- Deliverables: Utility A Letters, Utility Base Mapping

## **TASK 3.0 | PRELIMINARY ENGINEERING AND PRECISE PLAN LINE**

### **Task 3.1 | Traffic Analysis**

#### **Task 3.1.1 | Project Initiation and Data Collection**

CONSULTANT will complete a site visit of the immediate project vicinity and study facilities to observe existing operations and lane configurations, vehicle storage lengths, existing traffic control, speed limits, lane utilization, adjacent land uses, and other readily apparent features for the study facilities that are deemed by Kimley-Horn to be relevant to the Scope of Services.

CONSULTANT will obtain up to four (4) recently collected, 2019 weekday, AM and PM peak-period turning movement counts. These counts were conducted on a typical weekday when schools were in session, between 6-8:00 AM and 5-7:00 PM, a total of 4 hours. The counts will be obtained at the following intersections:

1. Roth Road @ Manthey Road
2. Roth Road @ I-5 SB Ramps
3. Roth Road @ I-5 NB Ramps
4. Roth Road @ Harlan Road

#### **Task 3.1.2 | Technical Analyses**

A weekday AM and PM peak-hour Level of Service (LOS) and queuing analysis will be conducted for the following scenarios:

1. Existing (2019) Conditions
2. Existing (2019) plus Approved and Pending Projects Conditions+
3. Existing (2019) plus Approved and Pending Projects plus Proposed Project Conditions++
4. Cumulative (2040) Conditions+++
5. Cumulative (2040) plus Proposed Project Conditions++

+ Approved and pending projects to be specified by the City

\*\* "Proposed Project" refers to the realigned Roth/Harlan intersection

+++ Scenario considers the current Three-County Model for year 2040

The LOS analysis will be completed for the study intersections identified. All Approved and Pending projects will be specified by the CITY with trip generation information to be provided in readily useable format. Volumes for Cumulative (2040) Conditions will be obtained from the San Joaquin County Council of Governments (SJCOG). This scope does not include manipulating the SJCOG long range transportation planning model.

The primary focus of this LOS and queuing analysis is on the effect of the relocation of the Roth Road intersection with Harlan Road, and the resulting operating conditions achieved through this improvement. The 2019 and 2040 "without and with" the Proposed Project conditions are necessary to establish current/forecast volumes and a baseline to which to compare the Proposed Project's specific geometry operating characteristics.

LOS and queuing will be determined for the time periods and analysis scenarios listed above. LOS and queuing for each scenario will be determined using methods defined in the Highway Capacity Manual, using appropriate traffic analysis software (Synchro/SimTraffic®).

CONSULTANT will also perform an evaluation of the Proposed Project's Vehicle Miles Traveled (VMT). The Proposed Project's effect on VMT will be evaluated in a manner consistent with CEQA

requirements and the implementation of SB 743. As the proposed project is an intersection realignment and rebuild that includes the ultimate Roth Road cross-section through the intersection, there is limited roadway capacity added. Rather, the project will build the ultimate width through the area with the added through capacity limited to the signalized intersection itself.

The guidelines provided by the State are unclear as to whether added through capacity at an intersection requires a quantitative assessment of the proposed project's VMT (in the form of induced travel). As such, CONSULTANT will perform a limited quantitative VMT assessment as defined in the guidelines as methodology to "estimate VMT impacts from roadway expansion projects". This assessment will be focused on the immediate intersection improvement area and include a qualitative assessment as to how the intersection rebuild aligns with the State's Greenhouse Gas reduction goals. It is assumed that a future project (by others) in which Roth Road expansion is constructed through and beyond this area will be responsible for a more robust quantification of the added capacity on the region's VMT performance.

### **Task 3.1.3 | Report Preparation**

Results of traffic analysis will be documented in a report. CONSULTANT will submit a draft report for review by the design team and the CITY and any comments will be addressed prior to finalizing the report.

- Deliverable: Draft and Final Traffic Analysis Report

### **Task 3.2 | Geotechnical Investigation**

CONSULTANT will perform geotechnical services to evaluate the subsurface conditions from the project and to provide geotechnical design recommendations for new pavement, sidewalk, curb and gutter, and underground utilities as proposed. No structures (bridges, retaining walls, culverts, etc.) are proposed as part of this project. Due to the relatively flat site topography, grading is anticipated to be minor with cut and fills on the order of 3 feet or less. Utility depths are anticipated to be 10 feet or less.

To complete the geotechnical investigation, CONSULTANT will:

- Perform a limited geologic/geotechnical literature review to aid in evaluating the geologic conditions present at the site.
- Perform a site reconnaissance to observe existing conditions and features of interest identified during literature review.
- Notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory borings at the site.
- Obtain soil boring permits from the San Joaquin County Environmental Health Department (SJCEHD).
- Perform three (3) borings at the site with a truck-mounted drill rig equipped with solid-flight or hollow-stem augers to depths up to approximately 15 feet, based on conditions encountered. Boring locations are anticipated to be off the existing public right of way (on private property) where the proposed realigned roadway will be located. We anticipate that the City of Lathrop will obtain rights-of-entry to the subject parcels.
- No traffic control measures are anticipated to be required during fieldwork.
- Measure the existing pavement section material thicknesses (where present) at each boring location.

- Obtain representative soil samples from the borings.
  - Log borings in accordance with the Unified Soil Classification System (USCS).
  - Upon completion, backfill the borings with cement grout or as required by the SJCEHD permit.
  - Perform laboratory tests to evaluate pertinent geotechnical parameters. We anticipate performing two R-Value tests for pavement design and index property testing (e.g., in-situ moisture/density, Atterberg limits, grain size distribution, hydrometer testing) for classification purposes. Two corrosivity screening tests will also be performed.
  - Prepare a summary letter report with conclusions and recommendations. The report will be submitted for design team and CITY review and any comments will be addressed prior to finalizing the report.
- Deliverable: Geotechnical Investigation Report

### **Task 3.3 | Drainage Report**

CONSULTANT will gather and review available reports, modeling data, and mapping related to the project drainage. This includes any CITY drainage master plans, prior drainage studies for the project, recent drainage studies prepared for adjacent development, record drawings, FEMA floodplain data, topographic mapping and survey data, and proposed roadway layouts.

CONSULTANT will review the roadway profile and the available data to prepare a Draft Drainage Report reflective of the 65% design and as needed to support the environmental clearance.

CITY criteria and standards will be used for sizing the various drainage and water quality facilities required for the project. The on-site hydraulic analysis will include spread analysis for inlet spacing, pipe sizing, storage sizing, and outfall sizing. Water quality and hydromodification calculations will be performed and features designed in support of the project. Sizing of all facilities will be based on build out conditions and potential land use changes within the project area.

A comparison of existing versus proposed peak flows will also be refined and attenuation facilities such as detention/infiltration basins or swales will be designed. Where erosion control is needed to protect drainage ditches, pipe outfalls, and adjacent infrastructure, an analysis will be performed to determine the appropriate revetment design.

A Draft Drainage Report will be prepared to document the hydrologic and hydraulic analysis and will provide a detailed discussion of the following: existing conditions and facilities in the project area, the on- and off-site hydrologic analyses, existing and post-project drainage patterns, results of the on- and off-site hydraulic analyses, storm water quality compliance, and any issues of special concern or significance. The draft report will also include water quality and hydromodification analyses. The draft report will be submitted to the CITY for review with the 65% milestone. The Final Drainage Report will then be resubmitted at the 95% milestone and finalized with the 100% submittal.

- Deliverable: Draft and Final Drainage Report

### **Task 3.4 | Preliminary Geometrics**

CONSULTANT will evaluate, refine and further develop the geometrics of the preliminary geometrics prepared by the CITY. The refinement will include preparation of refined typical sections, horizontal and vertical alignments, grading/earthwork, intersection design, individual property access, right of way impacts, and conceptual stage construction. CONSULTANT will prepare truck-turning template exhibits to verify that larger STAA vehicles properly traverse the



proposed intersections and each property access. CONSULTANT will prepare exhibits as necessary to discuss the refined geometrics with the CITY.

- Deliverable: Geometric Exhibits

### **Task 3.5 | Right of Way Requirements**

CONSULTANT will prepare a Right of Way Requirements Map based on the right of way requirements for the proposed project. The right of way requirements map will define all property acquisitions and vacations, as well as any easement areas required.

- Deliverable: Right of Way Requirements Map

### **Task 3.6 | Design Support for Environmental**

CONSULTANT will support the environmental process by providing engineering data and graphics to the environmental team, reviewing submittals for consistency with the design, and reviewing mitigation measures to ensure that they are reasonable and can be implemented.

- Deliverables: Engineering Data and Graphics to Support Environmental Documentation

### **Task 3.7 | Precise Plan Line**

CONSULTANT will prepare a Precise Plan Line identifying the proposed project improvements developed as part of the Preliminary Geometrics task. The Precise Plan Line will include the roadway geometrics and alignment data, lane configurations, future right of way, modifications to property access, and intersection control.

- Deliverable: Precise Plan Line

## **TASK 4.0 | ENVIRONMENTAL ANALYSIS**

### **Task 4.1 | Noise Study Report**

CONSULTANT will prepare a Noise Study to support the CEQA environmental documentation. The Noise Study will evaluate existing noise conditions as well as future noise conditions under the proposed projects within the City's Capital Improvement Program, which includes this project. CEQA requires the comparison between existing noise levels and future noise levels with the proposed project. Noise modeling to evaluate potential impacts from realignment of Harlan Road would be conducted using Traffic Noise Model Version 2.5 (TNM 2.5). This noise modeling will utilize information in the traffic analysis to be prepared for the project, as well as conducting noise measurements by Dokken Engineering's in-house noise specialists within outdoor use areas of residents and other sensitive receivers adjacent to the realignment project. Traffic noise would be modeled for existing, future no-build, and future build conditions. The Noise Report will document if a substantial increase in noise is anticipated as a result of this project, as required under CEQA, or if the future noise levels would exceed the City's standard noise threshold of 60 dB CNEL (Community Noise Equivalent Level), or conditional threshold of 65 dB CNEL, if it is not possible to achieve reductions of exterior noise to 60 dB CNEL or less by using the best available and practical noise reduction technology. If either of these thresholds are exceeded, the Noise Study would document potential minimization and mitigation measures to reduce the noise volumes for any impacted sensitive receivers.

- Deliverable: Noise Study Report

### **Task 4.2 | Draft Environmental Document**

CONSULTANT will incorporate the purpose and need, project description, and the technical studies into the draft environmental document, and will prepare sections for Human Environment, Physical Environment, Biological Environment, and Cumulative Impacts. Dokken Engineering has determined a draft Initial Study with Mitigated Negative Declaration (IS/MND) under CEQA would be appropriate for this project. The CITY will be the CEQA lead agency.

CONSULTANT has determined that an IS/MND is appropriate as all potentially significant impacts can be minimized or mitigated.

- Deliverable: Draft IS/MND

#### **Task 4.3 | Notice of Availability and Circulation**

Once the draft IS/MND has been approved by the CITY, it will be circulated for public review for a period of 30 days. The IS/MND has a critical objective of providing a means by which the general public and responsible agencies can participate in the environmental process by providing written comments on issues addressed in the IS/MND. CONSULTANT will coordinate the preparation of the distribution list with the CITY.

Pursuant to CEQA requirements, CONSULTANT will prepare a Notice of Availability and Notice of Intent to Adopt the Draft IS/MND. This notice, along with the draft environmental document, will be made available at the CITY office during the 30-day public circulation and review period. In addition, the document will be distributed to other reviewing government agencies through the California State Clearinghouse. During the 30-day public review period, CONSULTANT will assist the CITY to hold a Public Workshop to solicit comments about the project. This public meeting with CONSULTANT will attend this workshop to answer any questions regarding the project, any potential environmental impacts, as well as the environmental schedule.

- Deliverables: Notice of Availability and Notice of Intent to Adopt IS/MND

#### **Task 4.4 | Final Environmental Document**

Following public review of the draft IS/MND, Dokken Engineering will incorporate all public comments and final mitigation measures into the final IS/MND document. CONSULTANT will meet with CITY staff to review any comments on the IS/MND that were received, and to discuss potential responses to these comments. CONSULTANT will then formulate responses to the comments on the IS/MND. Once draft responses to comments are completed, they will be submitted to the CITY's staff for review and comment. The CITY's comments will be incorporated into the response to comments appendices in the Final IS/MND.

- Deliverable: Final IS/MND

#### **Task 4.5 | Document Certification Notice of Determination and Filings**

To complete the CEQA process, CONSULTANT will file a Notice of Determination with the San Joaquin County Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines).

- Deliverable: Notice of Determination

#### **Task 4.6 | Initial Site Assessment (ISA)**

CONSULTANT will perform research to estimate the existing potential for impacts to the project site (i.e., levels of hazardous materials/wastes warranting regulatory cleanup action) from the presence of hazardous materials/wastes on, or within, the vicinity of the project site. For the purposes of this ISA, the "vicinity" of the site is defined as properties located within ¼-mile of the site. The guidelines used for the definition of hazardous materials/wastes are presented in the California Code of Regulations, Title 22. The ISA will be performed in general accordance with American Society for Testing and Materials (ASTM) Designation E1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process.

To prepare the ISA, CONSULTANT will:

- Perform a reconnaissance of the site to assess conditions for the presence or make visual observations of indicators of the potential existing presence of hazardous materials, hazardous wastes, or soil and/or groundwater impacts on the site. These indicators include, but are not limited to, 55-gallon drums, USTs and above-ground storage tanks, chemical containers, waste storage and disposal areas, industrial facilities, discolored



surficial soils, electrical transformers that may contain polychlorinated biphenyls (PCBs), and areas conspicuously absent of vegetation. If access is unavailable to any portions of the site, our ability to complete the assessment described herein may be hindered. Provisions for a survey of wetlands delineation, asbestos, lead-based paint, lead in drinking water, radon gas, and methane gas are not provided in this scope of services.

- Perform a visual survey of the adjacent properties from the site and from public thoroughfares to observe general types of land use surrounding the site.
  - Review the Standard Environmental Records Sources: Federal and State referenced in American Society for Testing and Materials (ASTM) Designation E 1527-13 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process to obtain information regarding the potential presence of hazardous materials/wastes on the site or on properties located within the approximate minimum search distance specified for each source.
  - Review reasonably ascertainable regulatory agency files the site and/or properties in the vicinity of the site whose environmental conditions might potentially impact the site. The sources for these files may include the San Joaquin County Environmental Health Department (SJCEHD) and the Regional Water Quality Control Board (RWQCB).
  - Conduct interviews by telephone or in writing with present and past tenants/owners of the site to evaluate activities conducted at the site regarding the use, generation, storage, or disposal of hazardous materials/wastes onsite.
  - Prepare a report summarizing the findings of the ISA which will qualitatively describe the potential for environmental impairment of the site. If necessary, the report will also provide recommendations for additional environmental services.
- Deliverable: Initial Site Assessment

**Task 4.7 | Aerially Deposited Lead (ADL) Investigation and Limited Site Investigation (SI)**  
**[OPTIONAL]**

Based on the results of the ISA, CONSULTANT will prepare an ADL and Limited SI based on field exploratory borings to determine the impacts of the potentially identified hazardous materials/waste. CONSULTANT will:

- Advance sixteen (16) soil borings to a depth of 2 feet using hand-auger sampling techniques. Soil samples will be collected at 1-foot depth intervals (0-1 and 1-2 feet) from each boring. Soil samples will be transferred directly from the hand-auger to Ziploc® re-sealable plastic bags. The soil samples will be field homogenized within the sample bags and subsequently labeled, placed in an ice chest, and delivered to the analytical laboratory under standard chain-of-custody documentation. The borings will be backfilled with the excavated soil materials. General soil types encountered in the borings will be noted on the daily field log.
- The location of each boring will be determined using a global positioning system (GPS). The GPS to be utilized will have the ability to determine a horizontal position with an error of no more than 3.3 feet. The GPS will be used to record the horizontal position of the sampling location using the latitude-longitude coordinate system.
- Perform quality assurance/quality control (QA/QC) procedures during the field exploration activities. These procedures will include decontamination of sampling equipment before each sample is collected and providing chain-of-custody documentation for each soil sample submitted to the laboratory. The soil sampling equipment will be cleansed between each sample by washing the equipment with an Alconox® solution followed by a double rinse with deionized water. The rinsewater

will be discharged to ground surface areas within the right-of-way which do not slope to drainage inlets or surface water bodies.

- Analyze each of the soil samples for total lead following EPA Test Method 6010B (32 samples).
- Analyze samples with total metals concentrations exceeding ten times their respective STLC concentrations for soluble metals using the WET method, EPA Test Method 7000, where necessary (assume twelve samples).
- Analyze soil samples with total metals concentrations greater than their respective TLC concentrations for TCLP soluble metals, where necessary (assume four samples).
- Analyze selected soil samples for CAM 17 metals following EPA Method 6010B (assume eight samples).
- Analyze selected soil samples for gasoline-, diesel-, and oil-range organics following EPA Method 8015M (assume eight samples).
- Analyze selected soil samples for benzene, toluene, ethylbenzene and total xylenes, and methyl tert-butyl ether following EPA Method 8260 (assume eight samples).
- Prepare a letter report presenting our findings and conclusions.
- Deliverables: ADL Investigation and Limited Site Investigation

## **TASK 5.0 | UTILITY RELOCATION**

### **Task 5.1 | Utility B Letters**

CONSULTANT will prepare Utility "B" letters and conflict maps for all potentially impacted utilities. The base plans will be clearly marked "B Plans" and the transmittal letter will clearly identify this project as a CITY project. These plans will include proposed project limits, right of way limits, proposed roadway geometry, and visible known features. The "B" plans initiate any needed utility relocations.

Utility owners will be allowed 30 days to respond to the "B" plans on a standard response form that includes a description of utility conflicts and approximate relocation schedules.

CONSULTANT will coordinate closely with the utility owners during this period and follow up regularly with the owners. CONSULTANT will coordinate, schedule and lead utility coordination meetings with the utility owners, as needed.

- Deliverable: Utility B Letters

### **Task 5.2 | Utility Potholing**

CONSULTANT will perform potholing of existing utilities to determine conflicts. Up to 30 potholes are assumed. During potholing, UNICO, will field survey the locations, and as feasible, the depths of each pothole. CONSULTANT will prepare a potholing report identifying date, location, depth, type of utility potholed, and type and number of conduits. Potholing data will be included in the 65% Preliminary Plan Submittal.

- Deliverable: Utility Potholing Records

### **Task 5.3 | Utility C Letters**

CONSULTANT will develop a Utility "C" Letters and Notice to Owners (NTO) for each of the utilities to be relocated within the project area. CONSULTANT will prepare the utility agreements under coordination with the CITY. CONSULTANT will submit and process the agreements through Caltrans. CONSULTANT will coordinate, schedule and lead utility coordination meetings to discuss relocations, as needed.

- Deliverables: Utility C Letters, Notice to Owners, Utility Agreements

## **TASK 6.0 | RIGHT OF WAY ACQUISITION**

### **Task 6.1 | Permit to Enters**

CONSULTANT will obtain Permit to Enters from each of the private properties to perform necessary field investigations, including topographic survey, environmental studies, and geotechnical investigations. CONSULTANT will prepare exhibits and a letter showing the property owner the area where access is necessary and identify the type of activities that will take place on their property. As necessary, CONSULTANT will meet with the property owners to discuss the field investigations to assist in obtaining access.

- Deliverable: Permit to Enters

### **Task 6.2 | Property Owner Exhibits**

CONSULTANT will prepare exhibits for each affected property showing existing features and the impacts of the project to the property. These exhibits will be used to explain the proposed project and associated project impacts to the property owners. The exhibits will be clearly marked preliminary with no survey information so as not to be taken as a legal document. This scope assumes up to 20 property owner exhibits will be prepared.

- Deliverables: Property Owner Exhibits

### **Task 6.3 | Plat and Legal Descriptions**

CONSULTANT will prepare plats and legal descriptions as required for the project. This will include right of way acquisition and vacation documents. The exact number will be determined upon design and project needs. Upon initial assessment, CONSULTANT understands that 20 properties will require right of way acquisition and 8 properties will require a vacation of existing right of way. 28 plats and legal descriptions will be assumed for this project. All documents will be prepared according to CITY standards and requirements. CONSULTANT will use AutoCAD linework and property owner exhibits from design team for the preparation of all plats and legal descriptions. CONSULTANT will prepare preliminary plats and legal descriptions for design and agency review. CONSULTANT will address all comments and prepare final signed and stamped plats and legal descriptions for recordation.

- Deliverables: Plat and Legal Descriptions

### **Task 6.4 | Order Title Reports/Title Research**

CONSULTANT will obtain title reports for all affected properties. CONSULTANT 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 regarding title or ownership and uncover any flaws, noting any exceptions pertaining to property such as mortgage liens, restrictions, easements and rights of way.

- Deliverables: Preliminary Title Reports

### **Task 6.5 | Acquisition Documents**

CONSULTANT will prepare all property acquisition documents, including, but not limited to: Right of Way Contracts, Grant Deeds, Easement Deeds, Temporary Construction Easements, Legal Descriptions, Resolution of Necessity Legal Descriptions

- Deliverables: Right of Way Contracts, Grant Deeds, Easement Deeds, Temporary Construction Easements, Legal Descriptions, Resolution of Necessity Legal Descriptions

#### **Task 6.6 | Field Located Right of Way**

CONSULTANT will, when needed, mark in the field current and proposed right of way lines by both approximate and accurate methods. This scope assumes that multiple properties will be staked at a time for a total of three (3) days of staking.

- Deliverable: Right of Way Staking

#### **Task 6.7 | Appraisals**

CONSULTANT will prepare 15 appraisal reports. 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: Appraisal Reports

#### **Task 6.8 | Furniture, Fixtures & Equipment Appraisals**

It is estimated that two Furniture, Fixtures, & Equipment (FF&E) appraisals may be necessary. Should the number of displaced businesses change upon meeting with impacted businesses, the fee estimate would be revised accordingly. The FF&E appraiser will perform the necessary research, investigation, and analysis to provide a written appraisal report in compliance with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP) as it pertains to fixtures and equipment valuations. The FF&E appraisal will include a complete inventory of the assets at the subject business. The inventory will include a description of the assets as well as observation of their age, condition, and method of installation, if any.

- Deliverables: FF&E Appraisal Reports

#### **Task 6.9 | Right of Way Acquisition**

Acquisitions will be required from 14 ownerships, totaling 18 parcels. Each parcel may have its own concerns that will need to be negotiated, therefore the fee estimate is based upon negotiations with 18 parcels. CONSULTANT will perform "Good Faith Negotiations" for all affected parcels. After completion of the appraisal process and just compensation determination, CONSULTANT 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. CONSULTANT 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. CONSULTANT will obtain receipt of delivery of offer and/or present and secure tenant information statements, as applicable, during the initial meeting.

CONSULTANT will work closely with the CITY 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 CITY 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 CITY will need to attain property through the condemnation process, CONSULTANT will assist in the preparation of all necessary condemnation reports, letters, and packages.

Additionally, CONSULTANT will attend, at the request of the CITY, any Public Community Meetings regarding the project.

- Deliverables: Right of Way Agreements, Grant and Easements Deeds, Administrative Settlements, Diaries, Written Summary of Acquisitions, Impasse Letters, Resolutions of Necessity documentation, Escrow Documents and Closing Statements

#### **Task 6.10 | Land Exchange Appraisal and Negotiations**

Due to the realignment of the roadway, vacation of land will take place on eight parcels. CONSULTANT will follow the City's guidelines and Caltrans policies and procedures regarding land exchanges. Per Caltrans guidelines, an appraisal will be completed, and an exchange of lands can be presented to the property owner as part of the initial acquisition offer.

- Deliverables: Right of Way Agreement, Grant Deed, Written Summary of Acquisition, Appraisal Report

#### **Task 6.11 | Escrow Coordination**

Upon reaching an agreement on the terms and conditions of the acquisition with the property owner, CONSULTANT will be available to assist the CITY in opening escrow. CONSULTANT will supply fully executed agreements along with other supporting information to escrow in order to close each transaction. CONSULTANT will work closely with the CITY 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 CITY 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

#### **Task 6.12 | Right of Way Relocation Assistance**

CONSULTANT will provide relocation services for approximately two residential and two non-residential displacements in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 USC 4601 *et seq.*) and implementing regulation, 49 CFR Part 24, as amended by MAP-21; California Government Code Section 7267 *et seq.*; California Code of Civil Procedure Sections 1263.010 to 1263.620 and 1255.010 to 1255.060; Housing and Community Development Title 25; State of California, Department of Transportation, Right of Way Manual, as applicable CONSULTANT will perform the following tasks:

- Conduct personal, on-site interview with all displaced homeowners, residential tenants and businesses to ascertain relocation needs and special requirements.
- Inform all homeowners, residential tenants and businesses of available relocation assistance services and benefits and explain relocation process.
- Prepare and distribute Informational Statements, Notices of Eligibility, 90-Day Notices to Vacate, and other notices, as may be required.
- Determine eligibility for and proposed amount of relocation benefits including, replacement housing payments, actual and reasonable moving payments, re-establishment payments, or fixed payments.
- Complete replacement housing valuations for residential displacees.
- Prepare all applicable benefit claim forms, secure displacees' signatures on claim forms, and submit claim forms to CITY for processing and payment.
- Assist homeowners, residential tenants and businesses in locating suitable replacement sites and provide written referrals to same, as appropriate.

- Provide ongoing advisory assistance to displaced homeowners, residential tenants and businesses to minimize their hardship, including referrals to and coordination with community service resources, public housing and other public services, referrals to replacement housing and replacement sites, and lists of movers and other vendors to assist in the move.
- Prepare specifications for the move and inventory of personal property, insuring thorough coordination with CITY/consultants and/or legal counsel, so that no real property is included on the personal property inventory list.
- Coordinate the walk-through for a minimum of two bids and move estimates with movers.
- Inspect residential replacement sites to assure they are decent, safe and sanitary.
- Monitor the actual move to replacement site and re-establishment activities, as necessary.
- Hand deliver benefit checks and other appropriate payments to claimants.
- Maintain necessary documentation and provide CITY with status reports.
- Prepare, obtain and submit Certificates of Abandonments for properties that are vacated.
- Deliverables: Relocation Claim Forms, Supporting Documentation, Diaries, Status Reports

#### **Task 6.13 | Condemnation Support [OPTIONAL]**

CONSULTANT will provide support and document preparation for all phases of condemnation if this becomes necessary. A resolution of necessity (RON) package will be generated and will include all of the following documents: litigation guarantee, an update to the appraisal if the report is dated more than six months from date of submittal of RON package, confirmation of market value, legal descriptions for excess land and an uneconomic remainder being proposed for condemnation, an assessment of owners intention regarding excess land if applicable, and if the owner is willing to grant a possession and use agreement, this will be documented in the parcel diary. In addition, CONSULTANT and its team will be available to provide the support for the following: obtaining or serving as expert witness, participating in appraisal review meeting, attending settlement conferences.

- Deliverables: Resolution of Necessity Package, Condemnation Support

### **TASK 7.0 | FINAL DESIGN**

#### **Task 7.1 | 35% Plans and Estimate**

CONSULTANT will prepare 35% plans based on the approved Precise Plan Line. The title sheet will include an index of sheets, legend, location map and project limits.

The typical section sheets will include original ground, traveled way, shoulders, curb and gutters, cut/fill slopes, right of way, and existing/proposed structural sections.

The plan/profile sheets will be prepared at 1"=40' and will conform to the requirements established by the CITY. The plans will include the geometric data required to construct the project. Horizontal callouts will include a centerline station line, bearings/distances of tangents, horizontal curve data, conform stations, angle points, roadway dimensions and the identification of any physical features such as curb and gutter, edge of pavement, AC dike, and fences. Existing and proposed right of way, utilities, water, sewer and drainage concept will be identified in plan view. The profile will include original ground and profile grade information. Superelevation diagram sheets will be included separately.



The following sheets are expected to be part of the 35% Plans (Total 29):

|                                           |   |
|-------------------------------------------|---|
| Title Sheet                               | 1 |
| Construction Notes/Abbreviations          | 1 |
| Project Control/Survey Control            | 1 |
| Typical Sections                          | 2 |
| Plan/Profile                              | 8 |
| Superelevation Diagrams                   | 1 |
| Major Construction Details (Intersection) | 1 |
| Signing and Striping Plans                | 6 |
| Right of Way Requirements Map             | 8 |

CONSULTANT will prepare an Engineer's Estimate of construction costs, based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

- Deliverables: 35% Plans and Engineer's Estimate

**Task 7.2 | 65% Plans and Estimate**

CONSULTANT will prepare 65% plans and estimates based on the 35% plans and review comments. The 65% plans will be developed further to include construction details, conform tie-ins, water, sewer, and drainage plans/details. Additional utility design will be shown on the plan and profile sheets and will include inlet/manhole locations with station, offset, pipe layouts and sizes. Preliminary drainage, water and sewer details will be identified on the detail sheets for details not covered in CITY Standard Plans. Erosion control sheets will be prepared to stabilize and restore disturbed areas. Signal plans will be included for the Harlan Road/Roth Road intersection and street lighting plans for Harlan Road.

The following sheets are expected to be part of the 65% Plans (Total 79):

|                                           |    |
|-------------------------------------------|----|
| Title Sheet                               | 1  |
| Construction Notes/Abbreviations          | 1  |
| Project Control/Survey Control            | 1  |
| Typical Sections                          | 2  |
| Plan/Profile                              | 8  |
| Superelevation Diagrams                   | 1  |
| Major Construction Details (Intersection) | 1  |
| Construction Details                      | 10 |
| Drainage Details                          | 4  |
| Water/Sewer Details                       | 4  |
| Contour Grading Plans                     | 6  |
| Erosion Control Plans                     | 6  |
| Utility Plans                             | 6  |
| Stage Construction/Traffic Handling Plans | 12 |
| Construction Area Signs and Detour Plan   | 2  |
| Signing and Striping Plans                | 6  |
| Signal Plans                              | 2  |
| Street Lighting Plans                     | 6  |

CONSULTANT will prepare an Engineer's Estimate of construction costs, based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

- Deliverables: 65% Plans and Engineer's Estimate; Response to 35% Comments Matrix

### **Task 7.3 | Stormwater Pollution Prevention Plan**

The CONSULTANT Qualified Stormwater Developer (QSD) will prepare the Notice of Intent (NOI) and the Stormwater Pollution Prevention Plan (SWPPP) in support of the Nation Pollutant Discharge Elimination System (NPDES) General Construction Permit. Preparation of the NOI will include calculating the total disturbed and percent impervious area of the project site, preparing the required map attachments, and completing the NOI application. CONSULTANT will, at the CITY's discretion, upload the NOI and SWPPP to the SMARTS system.

Preparation of the SWPPP will involve the following tasks:

- Developing a detailed project information exhibit;
- Determining the risk level classification of the project;
- Identifying the sources that could add pollutants to storm water discharges or could result in non-storm water discharges;
- Selecting risk level appropriate Best Management Practice (BMPs) that will control each of the identified pollutants;
- Identifying the required construction site monitoring efforts and, dependent on risk level, preparing a monitoring and sampling exhibit;
- Integrating appropriate post-construction stormwater BMPs;
- Developing a maintenance, inspection and repair program; and
- Prepare Water Pollution Control Plans.

Water Pollution Control Plans will be developed to identify the temporary erosion control features discussed in the SWPPP. The plan sheets will identify the type, limit and quantity of the temporary water pollution control features, such as temporary fiber rolls, temporary hydroseed, silt fence, storm drain inlet protection, stabilized construction entrance/exit, tire wash, and concrete wash out. Detail sheets will provide the seed mix and application sequence for hydroseed as well as construction details for any non-standard water pollution control items.

- Deliverables: Stormwater Pollution Prevention Plan, Water Pollution Control Plans

### **Task 7.4 | 95% Plans, Specifications and Estimate**

CONSULTANT will prepare 95% plans, specifications and estimate based on the 65% submittal and review comments.





The following sheets are expected to be part of the 95% Plans (Total 85):

|                                           |    |
|-------------------------------------------|----|
| Title Sheet                               | 1  |
| Construction Notes/Abbreviations          | 1  |
| Project Control/Survey Control            | 1  |
| Typical Sections                          | 2  |
| Plan/Profile                              | 8  |
| Superelevation Diagrams                   | 1  |
| Major Construction Details (Intersection) | 1  |
| Construction Details                      | 10 |
| Drainage Details                          | 4  |
| Water/Sewer Details                       | 4  |
| Contour Grading Plans                     | 6  |
| Erosion Control Plans                     | 6  |
| Water Pollution Control Plans             | 6  |
| Utility Plans                             | 6  |
| Stage Construction/Traffic Handling Plans | 12 |
| Construction Area Signs and Detour Plan   | 2  |
| Signing and Striping Plans                | 6  |
| Signal Plans                              | 2  |
| Street Lighting Plans                     | 6  |

CONSULTANT will prepare Special Provisions Specifications for the project based on the CITY's Standard Special Provisions and Standard Specifications. Specifications will be modified as appropriate to the meet the project needs. As necessary, the Special Provisions will be supplemented by Caltrans Standard Specifications and Special Provisions.

CONSULTANT will prepare an Engineer's Estimate of construction costs, based on preliminary quantity takeoffs and current unit prices. A reasonable upward adjustment will be applied to all bid quantities that may vary during construction to allow for any necessary design adjustments.

- Deliverables: 95% Plans, Specifications and Estimate; Response to 65% Comments Matrix

**Task 7.4 | 100% Plans Specifications and Estimate**

CONSULTANT will prepare 100% plans, specifications and estimate based on the 95% submittal and review comments. CONSULTANT will prepare cross sections for the project at 50-foot intervals. Additional cross sections will be prepared at specific unique locations along the project, as needed. The cross sections will show existing and proposed grades, structural section, roadway improvements, cut/fill limits, and conform limits.

- Deliverables: 100% Plans, Specifications and Estimate; Response to 95% Comment Matrix; Cross Sections

**Task 7.5 | Final Contract Documents**

CONSULTANT will prepare Final Contract Documents for the plans, specifications and estimate based on the 100% submittal and review comments. CONSULTANT will review the final documents a final time for consistency between the plans, specifications and estimate. The Final Contract Documents will be submitted to the CITY ready for advertisement.

- Deliverables: Final Contract Documents – Two (2) full size plan sets, Three (3) half size plan sets, Three (3) sets cross sections, electronic (pdf and Microsoft Excel) copy of Estimate, electronic (pdf and Microsoft Word) copy of Specifications

## TASK 8.0 | BIDDING SUPPORT

### Task 8.1 | Resident Engineer File

CONSULTANT will prepare a Resident Engineer (RE) file to include detailed quantity calculations, roadway cross sections, design reports, and any additional information gathered during design that may be found useful by the RE.

- Deliverable: Resident Engineer File

### Task 8.2 | Bidding Support

CONSULTANT will provide assistance, as required, to the CITY during bidding of the project. This work may include answering questions from prospective bidders, attending a pre-proposal meeting, preparation of addenda to the PS&E during advertisement period, and providing consultation and interpretation of the construction documents.

- Deliverables: Bidding Addenda, Response to Bidder Questions

## TASK 9.0 | CONSTRUCTION SUPPORT

### Task 9.1 | Design Support During Construction

CONSULTANT will be available to visit the jobsite for on-site review of construction and other visits to the jobsite as requested by the CITY to resolve any discrepancies in the contract documents. CONSULTANT will prepare drawings for corrections and change orders as necessary. CONSULTANT will respond to Requests for Information (RFIs) from the contractor. CONSULTANT will review and approve submittals and shop drawings submitted by the contractor.

- Deliverables: RFIs, Shop Drawings Reviews, Updated Drawings

### Task 9.2 | Environmental Support During Construction

CONSULTANT will provide environmental support during construction, including a qualified biologist during construction to monitor and ensure project compliance with the MMRP. It is assumed that the biologist will be onsite to conduct a training for the work crews, and to periodically check on construction to ensure adherence to the project's environmental measures during construction of Harlan Road Realignment Project. It is anticipated the MMRP will require preconstruction surveys for sensitive wildlife species potentially nesting in the project vicinity if the project is to be constructed between February 1st and August 31st. CONSULTANT will conduct focused wildlife surveys that are determined necessary prior to construction; all surveys conducted will be consistent with the latest USFWS and CDFW survey protocols. Full-time onsite monitoring is not included in this scope. An amendment may be necessary demanding upon any additional environmental support required by the environmental documentation outside of pre-construction surveys, construction crew trainings, and periodic MMRP compliance check-ups.

- Deliverable: Mitigation Monitoring and Reporting Program

### Task 9.2 | As-Built Plans

CONSULTANT will prepare as-built plans based on field markups and changes provided by the Resident Engineer and change orders. The changes will be made on the final mylar plans and delivered to the CITY for their records.

- Deliverable: As-Built Plans

## ITEM 4.13

### **CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM:** **CREATE CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution Creating CIP WW 20-17 Surface Water Discharge Project and Approving Related Budget Amendment**

---

#### **SUMMARY:**

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's Water Quality Control Facility (WQCF) and the City of Lathrop's Consolidated Treatment Facility (CTF). Like most cities, the treated wastewater effluent from the Manteca WQCF is primarily disposed of via a river discharge. Treated wastewater effluent from the Lathrop CTF is currently discharged to land via ponds and sprayfields.

Utilizing ponds and sprayfields to dispose of treated wastewater is expensive for rate payers and will become more difficult as the City grows and land becomes unavailable for storage and disposal. In 2017 staff initiated the process of obtaining a permit for a surface water discharge as a means of disposing of CTF effluent in the future.

Staff is currently working with design consultants, both engineering and environmental, to determine the initial steps required for permit approval. Once the initial work is completed and a timeline has been established, staff will return to Council with an update and a request to move forward.

Staff has made substantial progress over the past two years and recommends that the City continue to pursue this important opportunity. In order to track costs associated with this project, staff is requesting Council create CIP WW 20-17 Surface Water Discharge Project and approve a budget amendment with an initial allocation of \$250,000 from the Wastewater Connection Fee Fund 6030.

#### **BACKGROUND:**

Wastewater from the City of Lathrop is treated at two separate facilities, the City of Manteca's WQCF and the City of Lathrop's CTF. Treated wastewater effluent from the Manteca WQCF is primarily disposed of via discharge to the San Joaquin River. Treated wastewater effluent from the Lathrop CTF is currently discharged to land via ponds and sprayfields. Lathrop CTF effluent disposal and reuse is regulated by the Central Valley Regional Water Quality Control Board (Central Valley Water Board). In April 2017, City staff initiated discussions with the Central Valley Water Board staff regarding obtaining a National Pollutant Discharge Elimination System (NPDES) permit for a surface water discharge as a means of disposing of CTF effluent in the future.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND BUDGET**  
**AMENDMENT**

On January 14, 2019, Council approved an agreement with Robertson-Bryan, Inc., to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939.

On June 10, 2019, Council approved Task Order No. 2 with Ascent Environmental, Inc., to prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287.

Obtaining a surface water discharge permit is a complex process that involves extensive coordination between City staff, developers, specialized consultants, multiple permitting agencies and eventually construction contractors. Staff has worked closely with the Central Valley Water Board and made substantial progress over the past two years. The Central Valley Water Board has shown support for the project thus far and it is essential that the City maintain momentum in order to complete this project.

**REASON FOR RECOMMENDATION:**

The ability to dispose of effluent from the Lathrop CTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water.

**FISCAL IMPACT:**

Initial costs have been funded by River Islands with the understanding that the costs will eventually be split and reimbursed by future benefitting parties. In order to track costs associated with this project, staff is requesting Council create CIP WW 20-17 Surface Water Discharge Project and approve a budget amendment with an initial allocation as follows:

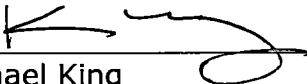
|                        |                             |           |
|------------------------|-----------------------------|-----------|
| Increase Transfer Out  |                             |           |
| 6030-9900-990-9010     | (Wastewater Connection Fee) | \$250,000 |
| <br>                   |                             |           |
| Increase Transfer In   |                             |           |
| 6090-9900-393-0000     | (Wastewater CIP WW 20-17)   | \$250,000 |
| <br>                   |                             |           |
| Increase Appropriation |                             |           |
| 6090-8000-420-83-00    | (Wastewater CIP WW 20-17)   | \$250,000 |

**ATTACHMENTS:**

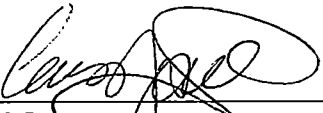
- A. Resolution Creating CIP WW 20-17 Surface Water Discharge Project and Approving Related Budget Amendment

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND BUDGET**  
**AMENDMENT**

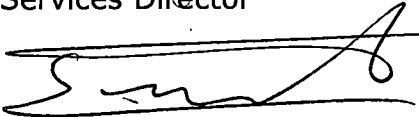
**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works


10-3-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10-4-19  
Date

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

10-3-19  
Date

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

10-7-19  
Date

**RESOLUTION NO. 19 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP WW 20-17 SURFACE WATER DISCHARGE PROJECT AND APPROVING RELATED BUDGET AMENDMENT**

**WHEREAS**, the City has initiated a project to construct the necessary infrastructure and obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Central Valley Regional Water Quality Control Board (RWQCB) to allow discharge of tertiary treated effluent from the Lathrop CTF to the San Joaquin River; and

**WHEREAS**, the ability to dispose of effluent from the Lathrop CTF to surface water is necessary to minimize future rate increases and support growth as the City's wastewater flows increase and land becomes unavailable for the storage and disposal of recycled water; and

**WHEREAS**, on January 14, 2019 Council approved an agreement with Robertson-Bryan, Inc., to prepare reports to support Environmental Review and NPDES Permitting of a LCTF Surface Water Discharge for a cost of \$74,939; and

**WHEREAS**, on June 10, 2019 Council approved Task Order No. 2 with Ascent Environmental, Inc., to Prepare the Phase 1 CEQA Documents for the Surface Water Discharge Project for a cost of \$91,287; and

**WHEREAS**, initial costs have been funded by River Islands with the understanding that the costs will eventually be split and reimbursed by future benefitting parties; and

**WHEREAS**, in order to track costs associated with this project, staff is requesting Council create CIP WW 20-17 Surface Water Discharge Project and approve a budget amendment with an initial allocation of \$250,000 as follows:

|                                               |                             |           |
|-----------------------------------------------|-----------------------------|-----------|
| Increase Transfer Out<br>6030-9900-990-9010   | (Wastewater Connection Fee) | \$250,000 |
| Increase Transfer In<br>6090-9900-393-0000    | (Wastewater CIP WW 20-17)   | \$250,000 |
| Increase Appropriation<br>6090-8000-420-83-00 | (Wastewater CIP WW 20-17)   | \$250,000 |

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby create CIP No. WW 20-17 Consolidated Treatment Facility Surface Water Discharge approve a budget amendment to allocate \$250,000 from the Wastewater Connection Fee Fund 6030 to the project:

The foregoing resolution was passed and adopted this 14th day of October 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

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## ITEM 4.14

### **CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: CREATE CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS AND APPROVE / RATIFY AGREEMENTS WITH EKI WATER & ENVIRONMENT, INC., AND FRUIT GROWERS LABORATORY, INC., DBA FGL ENVIRONMENTAL, AND BUDGET AMENDMENT**

**RECOMMENDATION: Adopt a Resolution Creating CIP PW 20-16 Groundwater Treatment Improvements, Approving/Ratifying Agreements with EKI Water & Environment, Inc., and Fruit Growers Laboratory, Inc., dba FGL Environmental to Provide Technical Support Services Related to the Detection of PFAS in the City's Groundwater Supply, and with FGL for Water Quality Laboratory Testing for PFAS and Approve Associated Budget Amendment**

---

#### **SUMMARY:**

The City of Lathrop receives its potable drinking water from both surface water and groundwater sources. Over the past few year, California has been increasing regulatory requirements associated with the use of groundwater. While the City provides high quality drinking water that meets or exceeds the requirements of the California Division of Drinking Water (DDW), it is important that the City continues to analyze upcoming regulations to efficiently plan future Capital Improvement Projects (CIP).

In April, 2019 DDW issued monitoring orders to more than 200 public water systems across the state (including Lathrop) to test for the presence of perflourooctanoic acid (PFOA) and perflourooctanesulfonic acid (PFOS) in groundwater. City staff responded to the order by issuing an initial contract to EKI Water & Environement, Inc., (EKI) for Technical Support and a subsequent contract amendment for a total cost of \$46,200. Technical support is needed to accurately assess the potential impacts of PFOA and PFOS on the City's groundwater resources and potential treatment solutions.

At this time staff is requesting Council create CIP PW 20-16 Groundwater Treatment Improvements with an initial budget of \$129,840 in order to accurately track costs associated with these new regulations. Staff is also requesting that Council ratify and approve of existing and pending agreements as follows:

## OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING

## CREATE CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS AND APPROVE/RATIFY AGREEMENTS WITH EKI WATER &amp; ENVIRONMENT, INC., AND FRUIT GROWERS LABORATORY, INC., DBA FGL ENVIRONMENTAL

| Agreement/(Status)                                                                                                                                  | Consultant | Cost             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|
| Technical Support Services Related to the Detection of PFOA and PFOS in the City's Groundwater (Existing)                                           | EKI        | \$35,000         |
| CA #1- Budget Amendment for Providing Technical Support Services Related to the Detection of PFOA and PFOS in the City's Groundwater (Existing)     | EKI        | \$11,200         |
| POs for Water Quality Laboratory Testing Services for PFAS (Existing)                                                                               | FGL        | \$12,740         |
| CA#2 for Bench Testing and Field Assessment for Treatment of PFAS Using GAC and Assist with Sampling and Analysis of Groundwater for PFAS (Pending) | EKI        | \$60,900         |
| <b>TOTAL</b>                                                                                                                                        |            | <b>\$119,840</b> |

In addition, future costs estimated to be about \$10,000 are anticipated for additional water quality laboratory testing and other services needed to support this project. Approval is requested for a budget amendment in order to allocate funds from the Water System Capital Replacement Fund 5600 to the new CIP PW 20-16.

**BACKGROUND:**

Per-and polyfluoroalkyl substances (PFAS) are a large group of environmentally persistent manmade chemicals that are used in a wide range of products including fire- fighting foam, non-stick cookware and other products designed to be waterproof, non-stick or stain resistant. Because of their potential adverse health effects, these chemicals pose an emerging risk to drinking water sources nationwide, and in 2016 the US-EPA issued lifetime health advisories for two of these chemicals; perflouroctanoic acid (PFOA) and perflouroctanesulfonic acid (PFOS).

In April, 2019 the California Division of Drinking Water (DDW) issued monitoring orders to more than 200 public water systems across the state (including Lathrop) to test for the presence of PFOA and PFOS. City staff responded to the order by issuing an initial contract to EKI for Technical Support and a subsequent contract amendment. The City has also contracted with Fruit Growers Laboratory, Inc., dba FGL Environmental (FGL), a state certified laboratory, to provide water quality testing services for PFOA and PFOS.

**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**

**CREATE CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS AND APPROVE/RATIFY AGREEMENTS WITH EKI WATER & ENVIRONMENT, INC., AND FRUIT GROWERS LABORATORY, INC., DBA FGL ENVIRONMENTAL**

Additional Technical Support Services are needed to fully determine the impact of PFAS on the City’s groundwater and develop a treatment strategy if needed. At staff’s request, EKI provided a proposal to perform bench testing and field assessment for treatment of groundwater with PFAS using Granular Activated Carbon (GAC) and assist with sampling and analysis of groundwater for PFAS for a cost of \$60,900 that is proposed to be issued as Contract Amendment #2 to the PFAS Technical Support Services agreement, pending Council approval.

**REASON FOR RECOMMENDATION:**

In order to address the presence of PFAS in the City’s groundwater supply, staff is requesting City Council to create CIP PW 20-16 Groundwater Treatment Improvements with an initial budget of \$129,840, and to ratify the existing agreement and contract amendment with EKI to Provide Technical Support Services Related to the Detection of PFAS in the City’s Groundwater Supply, and purchase orders with FGL for Water Quality Laboratory Testing for PFAS.

**FISCAL IMPACT:**

The cost of the existing and pending agreements with EKI and FGL is \$119,840, and an additional estimated cost of \$10,000 is anticipated for future water quality laboratory testing and other services needed to support this project. Therefore, a budget amendment in the amount of \$129,840 for CIP PW 20-16 is requested.

Increase Transfer Out

|                                    |           |
|------------------------------------|-----------|
| 5600-9900-990-9010                 | \$129,840 |
| (Water System Capital Replacement) |           |

Increase Transfer In

|                             |           |
|-----------------------------|-----------|
| 5690-9900-393-0000 PW 20-16 | \$129,840 |
| (Water CIP)                 |           |

Increase Appropriation

|                               |           |
|-------------------------------|-----------|
| 5690-8000-420-01-00 PW 20-16  | \$129,840 |
| (Water CIP Professional Svs.) |           |

**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**

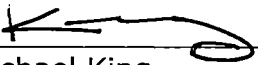
**CREATE CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS AND APPROVE/RATIFY AGREEMENTS WITH EKI WATER & ENVIRONMENT, INC., AND FRUIT GROWERS LABORATORY, INC., DBA FGL ENVIRONMENTAL**

**ATTACHMENTS:**


- A. Resolution Creating CIP PW 20-16 Groundwater Treatment Improvements and Approving an Agreement with EKI Water & Environment, Inc., to Perform Bench Testing and Field Assessment for Treatment of Groundwater with PFAS Using GAC and Assist with Sampling and Analysis of Groundwater for PFAS
- B. Executed Agreement with EKI Water & Environment, Inc., to Provide Technical Support Related to the Detection of PFOS and PFOA in the City's Groundwater, dated August 14, 2019
- C. Executed Contract Amendment No. 1 with EKI Water & Environment, Inc., for Budget Amendment for Providing Technical Support Related to the Detection of PFOS and PFOA in the City's Groundwater, dated October 1, 2019
- D. Contract Amendment No. 2 with EKI Water & Environment, Inc., to Perform Bench Testing and Field Assessment for Treatment of Groundwater with PFAS Using GAC and Assist with Sampling and Analysis of Groundwater for PFAS
- E. Executed Purchase Orders with Fruit Growers Laboratory, Inc., dba FGL Environmental for Water Quality Laboratory Testing Services for PFAS, dated 6/24/2019, 7/16/2019 and 8/12/2019.

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS AND**  
**APPROVE/RATIFY AGREEMENTS WITH EKI AND FGL**


**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works

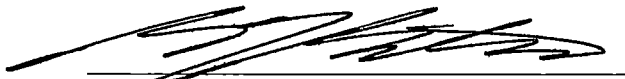
10-1-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10/2/19  
Date

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

10-1-19  
Date

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

10.3.19  
Date

**RESOLUTION NO. 19 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP PW 20-16 GROUNDWATER TREATMENT IMPROVEMENTS, APPROVING / RATIFYING AGREEMENTS WITH EKI WATER & ENVIRONMENT, INC., TO PROVIDE TECHNICAL SUPPORT SERVICES RELATED TO THE DETECTION OF PFAS IN THE CITY'S GROUNDWATER SUPPLY, AND WITH FRUIT GROWERS LABORATORY, INC., DBA FGL ENVIRONMENTAL FOR WATER QUALITY LABORATORY TESTING FOR PFAS AND APPROVE ASSOCIATED BUDGET AMENDMENT**

**WHEREAS**, the City of Lathrop receives its potable drinking water from both imported surface water and local groundwater sources and over the past few years California has been increasing regulatory requirements associated with the use of groundwater; and

**WHEREAS**, in April, 2019 the California Division of Drinking Water (DDW) issued monitoring orders to more than 200 public water systems across the state (including Lathrop) to test for the presence of perflourooctanoic acid (PFOA) and perflourooctanesulfonic acid (PFOS) in groundwater; and

**WHEREAS**, per-and polyfluoroalkyl substances (PFAS) are a large group of environmentally persistent manmade chemicals that are used in a wide range of products including fire-fighting foam, non-stick cookware and other products designed to be waterproof, non-stick or stain resistant; and

**WHEREAS**, because of their potential adverse health effects, PFAS pose an emerging risk to drinking water sources nationwide, and in 2016 the US-EPA issued lifetime health advisories for two of these chemicals; PFOA and PFOS; and

**WHEREAS**, staff responded to the April 2019 monitoring order by issuing an initial contract to EKI Water & Environment, Inc., (EKI) for Technical Support and a subsequent contract amendment for a total cost of \$46,200; and

**WHEREAS**, technical support is needed to accurately assess the potential impacts of PFOA and PFOS on the City's groundwater resources and potential treatment solutions; and

**WHEREAS**, the City has also contracted with Fruit Growers Laboratory, Inc., dba FGL Environmental (FGL), a state certified laboratory, to provide water quality testing services for PFOA and PFOS under existing purchase orders totaling \$12,740 to date, and additional costs estimated to be approximately \$10,000 for services needed to support this project; and

**WHEREAS**, on September 18, 2019, EKI provided a proposal to perform bench testing and a field assessment for treatment of groundwater with PFAS using Granular Activated Carbon (GAC) and assist with sampling and analysis of groundwater for PFAS for a cost of \$60,900 that is proposed to be issued as Contract Amendment #2 to the EKI Technical Support Services agreement; and

**WHEREAS**, creation of CIP No. PW 20-16 Groundwater Treatment Improvements with an initial budget of \$129,840 to be funded from the Water Operations Fund 5620 is needed in order to accurately track costs associated with these new regulations.

**NOW THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby create CIP PW 20-16 Groundwater Treatment Improvements with an initial budget of \$129,840 in order to assess treatment of PFAS recently discovered in the City's groundwater supply; and

**BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby approve Contract Amendment No. 2 with EKI for a cost not to exceed \$60,900, to perform bench testing and a field assessment for treatment of groundwater with PFAS and additional related support services; and

**BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby ratify the following agreements with EKI and FGL related to the PW 20-16 Groundwater Treatment Improvements:

1. Executed Agreement with EKI to Provide Technical Support Related to the Detection of PFOS and PFOA in the City's Groundwater, dated August 14, 2019
2. Executed Contract Amendment No. 1 with EKI for Budget Amendment for Providing Technical Support Related to the Detection of PFOS and PFOA in the City's Groundwater, dated October 1, 2019
3. Executed Purchase Orders with FGL for Water Quality Laboratory Testing Services for PFAS, dated 6/21/2019, 7/16/2019 and 7/23/2019

**BE IT FURTHER RESOLVED**, the City Council of the City of Lathrop does hereby approve the following budget amendment to allocate the funds from the Water Operations Fund 5620 to the project:

|                                                                                          |           |
|------------------------------------------------------------------------------------------|-----------|
| <u>Increase Transfer Out</u><br>5600-9900-990-9010<br>(Water System Capital Replacement) | \$129,840 |
|------------------------------------------------------------------------------------------|-----------|

|                                                                           |           |
|---------------------------------------------------------------------------|-----------|
| <u>Increase Transfer In</u><br>5690-9900-393-0000 PW 20-16<br>(Water CIP) | \$129,840 |
|---------------------------------------------------------------------------|-----------|

|                                                                                                |           |
|------------------------------------------------------------------------------------------------|-----------|
| <u>Increase Appropriation</u><br>5690-8000-420-01-00 PW 20-16<br>(Water CIP Professional Svs.) | \$129,840 |
|------------------------------------------------------------------------------------------------|-----------|



The foregoing resolution was passed and adopted this 14th day of October 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



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330  
Phone (209) 941-7220 - fax (209) 941-7248  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

## NOTICE TO PROCEED

EKI Water & Environment, Inc.  
Attn: Stephen Tarantino, P.E.  
577 Airport Blvd., Suite 500  
Burlingame, CA 94010

*Sent via email & original mailed: [starantino@ekiconsultant.com](mailto:starantino@ekiconsultant.com)*

Dear Mr. Tarantino:

Enclosed please find your original executed Agreement to provide **Technical Support Related to PFOA / PFOS in the City's Groundwater**. This is your Notice to Proceed to the attached Agreement.

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore  
City Manager

Copy: Teresa Vargas, City Clerk  
Project File

**CITY OF LATHROP  
AGREEMENT FOR CONSULTING SERVICES  
WITH EKI ENVIRONMENT & WATER, INC.**

**TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS  
IN THE CITY'S GROUNDWATER**

**THIS AGREEMENT**, dated for convenience this **August 14**, 2019 is by and between EKI Environment & Water, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent to perform Professional 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 Consulting Services, as hereinafter defined, on the following terms and conditions; and

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

**AGREEMENT**

**(1) Scope of Service.**

CONSULTANT agrees to 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 expense reimbursement basis in accordance with Exhibit "A" up to a sum not to exceed **\$35,000** 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.

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

Payment is made based on a time and material basis.

**(3) Effective Date and Term**

The effective date of this Agreement is August 14, 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: **Jonathon Sutter, P.E.**, 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.

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

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.

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

- (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.

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

- (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.



CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

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.

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

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: EKI Environment & Water, Inc.  
577 Airport Boulevard, Suite 500  
Burlingame, CA 94010  
Phone: (650) 292-9100  
ATTN: Stephen A. Tarantino, P.E.

**(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

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

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.

CITY OF LATHROP – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

- (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.

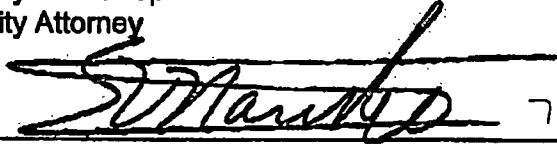
**(20) Signatures**

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 – EKI CONSULTING SERVICES AGREEMENT  
TO PROVIDE TECHNICAL SUPPORT RELATED TO PFOA / PFOS IN THE CITY'S GROUNDWATER

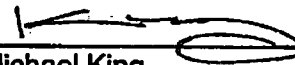
Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete Date 7/26/19

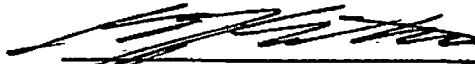
Recommended for Approval:

City of Lathrop  
Assistant Public Works Director

  
\_\_\_\_\_  
Michael King Date 8-6-19

Approved by:

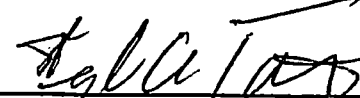
City of Lathrop  
City Manager

  
\_\_\_\_\_  
Stephen J. Salvatore Date 8-14-19

CONSULTANT:

EKI Water & Environment, Inc.  
577 Airport Blvd., Suite 500  
Burlingame, CA 94010

Fed ID # 94-3087395  
Lathrop Bus License #20137

  
\_\_\_\_\_  
Stephen Tarantino, P.E. Date 7/31/2019



Corporate Office  
577 Airport Boulevard, Suite 500  
Burlingame, CA 94010  
(650) 292-9100  
ekiconsult.com

24 July 2019

Michael King  
Assistant Public Works Director  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**Subject: Proposal for Providing Technical Support Related to the Detection of PFOS and PFOA in the City's Groundwater**  
City of Lathrop, California  
(EKI B80122.01)

EKI Environment & Water, Inc. (EKI) is pleased to present to the City of Lathrop (Lathrop or City) this proposal to provide technical support related to the detection of perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS) in the City's Groundwater Wells.

#### **BACKGROUND**

In April 2019, California Department of Drinking Water (DDW) sent monitoring orders to more than 200 public water systems across the state including Lathrop to test for PFOA and PFOS. The comprehensive list of monitoring orders included 612 drinking water supply wells in California. Wells were selected based on the proximity to either landfills, municipal airports or past detections of per- and polyfluoroalkyl substances (PFAS), which include PFOA and PFOS, in wells. PFOA and PFOS had been detected in samples from City's Well 21 in April and October 2013. Combined samples were also collected for Wells 6, 7, 8, 9, and 10 at the Louise Avenue Water Treatment Plant (LAWTF) at the same time but neither PFOA nor PFAS were detected above laboratory reporting limits. These 2013 analyses were required as part of the United States Environmental Protection Agency's Third Unregulated Contaminant Monitoring Rule (UCMR3). In its April 2019 Order, DDW ordered the City collect and analyze samples for PFOA and PFOS at Wells 9 and 10 because Well 21 has been inactive since 2013 and Wells 9 and 10 are within a one-mile radius of Well 21.

In response to DDW's 2019 monitoring order, Lathrop analyzed groundwater samples from Well 9 and Well 10 on 6 May 2019. The results of these analyses indicated the presence of PFOA and PFOS in Well 9 at 17 ng/L and 60 ng/L and in Well 10 at 10 ng/L and 37 ng/L, respectively. At Well 9, these concentrations exceeded the DDW Interim Notification Levels ("NLs") of 14 ng/L and 13 ng/L for PFOA and PFOS, respectively, and the DDW Interim Response Level (RL) of 70 ng/L combined PFOA and PFOS. Well 10 concentrations exceeded the NL for PFOS. As a result of these elevated concentrations, the City collected and analyzed confirmation samples from both these wells on 17 June 2019. The results of these analyses indicated that Well 9 PFOA concentration was 15 ng/L and PFOS concentration was 64 ng/L, again exceeding

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both the PFOA and PFOS NLs and RL. The concentration in Well 10 for both compounds were less than the method reporting limit of 10 ng/L.

Given the initial results at Wells 9 and 10, the City collected groundwater samples from Wells 6, 7, and 8 on 10 July 2019. PFOA was not detected in any of the three samples above the practical quantitation limit of 10 ng/L and PFOS was detected in Well 6 at 13 ng/L, Well 7 at 11 ng/L, and Well 8 at 13 ng/L (at or just below the PFOS NL of 13 ng/L).

All of the City's wells have been offline since January of 2019 (i.e., the City was not delivering any groundwater to the water system when the 2019 samples were collected) to support the remedial activities being conducted by Glen Springs Holding (GSH) at the former Occidental Chemical Corporation site to contain the sulfolane plume located west of the City's wells. In coordination with the City, GSH is initiating a pilot study to add granulated activated carbon (GAC) to the existing LAWTF filter vessels to remove sulfolane in the event that the plume reaches the City's wells. GAC is also frequently used to treat PFOA and PFAS and the City has indicated that it would like to evaluate PFOA and PFOS removal as part of this pilot study.

As a result of these PFAS detections, the City has requested that EKI assist the City with:

- Preparation of a summary of PFAS federal and state regulatory history and detections of PFAS in Lathrop's groundwater,
- Evaluation of potential treatment methods for PFOA and PFOS,
- Evaluation of the impacts on the City's water supply reliability if the City's wells are shut off for an extended period of time, and
- Other as-needed technical assistance related to this issue.

The scope of work for EKI to accomplish the above is described below.

#### **SCOPE OF WORK**

##### **Task 1 – Prepare an Information Sheet to Support a Presentation to the City Council**

EKI will prepare an information sheet that presents a narrative that summarizes both the Federal and State regulatory history of PFOA and PFOS, the history of the PFOA and PFOS detections in the City's groundwater wells, and a summary of the City's plan for addressing these constituents in the City's groundwater.

This information sheet will be presented in a one- or two-page flyer format intended for the City Council or the general public.



**Task 2 – Develop and Analyze Alternative Treatment Techniques for the Removal of PFOA and PFOS**

EKI will review alternative treatment methods for removal of PFOA and PFOS from the groundwater. Potential treatment methods include GAC and ion-exchange media. Treatment by GAC or ion-exchange involves pilot testing in order to establish the effectiveness of the GAC or ion-exchange resin in removal of these constituents as well as establishing amount of GAC and resin required per gallon of water treated (i.e., empty bed contact time).

Given that pilot testing of GAC is about to be performed for the removal of Sulfolane at the LAWTF, EKI will plan and coordinate additional monitoring to evaluate PFOA and PFOS removal during the pilot testing. EKI will evaluate the results of the PFOA and PFOS monitoring to establish the effectiveness of this treatment alternative in removing PFOA and PFOS. However, because the pilot testing being performed is intended primarily to investigate replacing the anthracite layer in the existing multimedia filters with GAC to treat low levels of sulfolane, it is possible that this layer of GAC will not provide enough empty bed contact time to accomplish the removal of the PFOA and PFOS.

Depending on the outcome of this coordinated pilot testing, EKI will evaluate whether additional pilot testing of dedicated GAC or ion-exchange resin vessels or an alternate treatment method is needed.

EKI will summarize data collected during the pilot study and prepare a brief memorandum summarizing the results of this task and recommended next steps.

**Task 3 – Evaluate Water Supply Reliability without Wells**

EKI will evaluate the impact of not being able to use the wells as part of the City's water supply. This evaluation will be developed based on EKI's knowledge gained in preparation of the Integrated Water Resources Master Plan (IWRMP) and the hydraulic model of the water system used to develop that Master Plan.

EKI will prepare a brief summary memorandum of the results of this task and recommended next steps.

**Task 4 – As Needed Technical Support**

As directed by the City, EKI will attend meetings and conference calls, prepare tables, figures, and memoranda to support the City staff as needed and to help communicate this information to the City Council and the public.

This task could also include the development of a plan for identifying the source of the PFOA and PFOS in the City's groundwater.

Michael King  
City of Lathrop  
24 July 2019  
Page 4



**COMPENSATION**

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our Schedule of Charges, dated 1 January 2019. Based on the Scope of Work described above, we propose a total budget of \$35,000.

**PROJECT SCHEDULE**

EKI is available to initiate work upon receiving authorization from the City. EKI anticipates that the above scope of work will be completed within two weeks of notice to proceed.

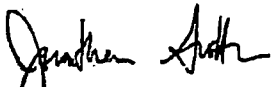
**TERMS AND CONDITIONS**

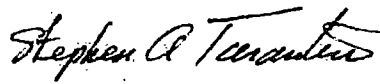
Except as specifically modified above, all other terms of our 2 May 2016 Agreement shall remain in full force and effect. If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

We are excited about the opportunity to work with you on this project. Please call if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,

EKI Environment & Water, Inc.

  
Jonathan Sutter, P.E.  
Project Manager

  
Stephen A. Tarantino, P.E.  
Vice President

City of Lathrop

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|                                                                                            |                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Dealey, Renton & Associates<br>P. O. Box 12675<br>Oakland CA 94604-2675 | <b>CONTACT NAME:</b> Doris A. Chambers<br><b>PHONE (A/C, No. Ext):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193<br><b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com |
| <b>INSURER(S) AFFORDING COVERAGE</b>                                                       |                                                                                                                                                                                |
| <b>INSURER A :</b> Greenwich Insurance Company <b>NAIC #</b> 22322                         |                                                                                                                                                                                |
| <b>INSURER B :</b> Sentinel Insurance Co. LTD <b>11000</b>                                 |                                                                                                                                                                                |
| <b>INSURER C :</b> XL Specialty Ins. Co.                                                   |                                                                                                                                                                                |
| <b>INSURER D :</b> American Automobile Ins. Co. <b>21849</b>                               |                                                                                                                                                                                |
| <b>INSURER E :</b>                                                                         |                                                                                                                                                                                |
| <b>INSURER F :</b>                                                                         |                                                                                                                                                                                |

**INSURED**      **EKIENVRO1**  
 EKI Environment & Water, Inc.  
 577 Airport Boulevard, Suite 500  
 Burlingame CA 94010-2023

**COVERAGES**      **CERTIFICATE NUMBER: 536779195**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                           |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GEC000341519  | 6/16/2019               | 6/16/2020               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY     | Y         | Y        | 57UEGAM9746   | 6/16/2019               | 6/16/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                  |
| C        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                              | Y         | Y        | UEC000341719  | 6/16/2019               | 6/16/2020               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                     |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N<br>N  | N/A      | SCW0096931901 | 7/1/2019                | 7/1/2020                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
| A        | Professional & Contractor's Pollution Liab.                                                                                                                                                                                                                                                                                |           |          | PEC000341618  | 6/16/2019               | 6/16/2020               | \$2,000,000 per Claim<br>\$2,000,000 Annl Aggr                                                                                                                                                                                                   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 REF: EKI #B80122.01 City of Lathrop, Proposal for Providing Technical Support Related to the Detections of PFOS and PFOA in the City's Groundwater.  
 City of Lathrop, its officers, employees, agents and volunteers are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Professional Liability Prior Acts Date 02/01/2017. 30 Day Notice of Cancellation.

|                                                                                                                      |                                                                                                                                                                                                                                                                     |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br><br>City of Lathrop<br>Attn: City Manager<br>390 Towne Center Drive<br>Lathrop CA 95330 | <b>CANCELLATION 30 Day NOC/10 Day for NonPay of Prem</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

**DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** EKI Environment & Water, Inc.

**Endorsement Effective Date:** 6/16/2019

**SCHEDULE**

**Name Of Person(s) Or Organization(s):** NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Lathrop, its officers, employees, agents and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations                                                                                  |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| City of Lathrop<br>Attn: City Manager<br>390 Towne Center Drive<br>Lathrop CA 95330                    | NAME OF PERSON OR ORGANIZATION<br>CONTINUATION: City of Lathrop, its officers,<br>employees, agents and volunteers |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                                                                                    |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location And Description Of Completed Operations                                                                   |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| City of Lathrop<br>Attn: City Manager<br>390 Towne Center Drive<br>Lathrop CA 95330                    | NAME OF PERSON OR ORGANIZATION<br>CONTINUATION: City of Lathrop, its officers,<br>employees, agents and volunteers |
|                                                                                                        |                                                                                                                    |
|                                                                                                        |                                                                                                                    |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                                                                                    |

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

However:

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

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

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

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

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

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

**If the following information is not complete, refer to the appropriate Schedule attached to the policy.**

Insured: EKI Environment & Water, Inc.

Policy Number SCW0096931901

Producer: Dealey, Renton & Associates

Effective Date 7/1/2019

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**Schedule**

**Person or Organization**

City of Lathrop  
Attn: City Manager  
390 Towne Center Drive  
Lathrop CA 95330

**Job Description**

NAME OF PERSON OR ORGANIZATION  
CONTINUATION: City of Lathrop, its officers,  
employees, agents and volunteers

**Additional Premium %**

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



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Authorized Representative





Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330  
Phone (209) 941-7220 - fax (209) 941-7248  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

## NOTICE TO PROCEED

EKI Water & Environment, Inc.  
Stephen Tarantino  
577 Airport Blvd., Suite 500  
Burlingame, CA 94010

*Sent via email & original mailed: [starantino@ekiconsult.com](mailto:starantino@ekiconsult.com)*

Dear Mr. Tarantino,

Enclosed please find your original executed Amendment No. 1 to continue to provide technical support related to detection of PFOS and PFOA in the City's groundwater. This is your Notice to Proceed to the attached Amendment No. 1

Should you have any questions regarding this project, please contact Greg Gibson at (209) 941-7442, the staff member directly involved with this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore".

Stephen J. Salvatore  
City Manager

Copy: Teresa Vargas, City Clerk  
Project File

## AMENDMENT NO. 1

### TO THE AGREEMENT FOR LABORATORY WATER QUALITY TESTING SERVICES BETWEEN THE CITY OF LATHROP AND EKI ENVIRONMENT & WATER, INC.

#### AMENDMENT TO CONTINUE TO PROVIDE TECHNICAL SUPPORT RELATED TO DETECTION OF PFOS AND PFOA IN THE CITY'S GROUNDWATER

This Amendment (hereinafter "AMENDMENT NO. 1") to the agreement between EKI Environment & Water, Inc., and the City of Lathrop dated August 14, 2019, (hereinafter "AGREEMENT") dated for convenience this **October 1, 2019**, is by and between EKI Environment & Water, Inc., ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

#### **RECITALS:**

**WHEREAS**, CONSULTANT is specifically trained, experienced, and competent to provide Technical Support related to Detection of PFOS and PFOA in the City's Groundwater services required by this agreement; and

**WHEREAS**, on August 14, 2019 CONSULTANT and CITY entered into an AGREEMENT to provide technical support related to detection of PFOS and PFOA in the City's groundwater not to exceed \$35,000; and

**WHEREAS** CONSULTANT provided CITY with a scope of work to continue provide technical support related to detection of PFOS and PFOA in the City's groundwater and to evaluate the effect of the City's pretreatment of groundwater on PFAS concentrations, at a cost not to exceed \$11,200;

**NOW, THEREFORE**, CONSULTANT and CITY agree as follows;

#### **AMENDMENT NO. 1 to AGREEMENT**

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI TO CONTINUE TO PROVIDE TECHNICAL SUPPORT RELATED TO DETECTION OF PFOS AND PFOA IN THE CITY'S GROUNDWATER LABORATORY, INC. – AMENDMENT NO. 1

(2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$11,200 for the services as set forth in Exhibit "A" of this AMENDMENT NO. 1. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 1 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) **Effective Date and Term.** Section (3) of the AGREEMENT for Consulting is hereby amended to add:

The effective date of AMENDMENT NO. 1 is **October 1, 2019**, and it shall terminate no later than **June 30, 2020**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) **Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated **August 14, 2019** are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

(5) **Signatures**

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 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 WITH EKI TO CONTINUE TO PROVIDE TECHNICAL SUPPORT RELATED TO DETECTION OF PFOS AND PFOA IN THE CITY'S GROUNDWATER LABORATORY, INC. - AMENDMENT NO. 1

Approved as to Form:

City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete 9-23-19  
Date

Recommended for Approval:

City of Lathrop  
Assistant Public Works Director

  
\_\_\_\_\_  
Michael King 9-30-19  
Date

Accepted By:

City of Lathrop  
City Manager

  
\_\_\_\_\_  
Stephen J. Salvatore 10-1-19  
Date

CONSULTANT:

EKI Water & Environment, Inc.  
577 Airport Blvd., Suite 500  
Burlingame, CA 94010

Fed ID # 94-3087295  
Lathrop Bus License # 20137

  
\_\_\_\_\_  
Signature 9/23/2019  
Date

STEPHEN A. TARANTINO  
(Print Name and Title)  
VICE PRESIDENT



Corporate Office  
577 Airport Boulevard, Suite 500  
Burlingame, CA 94010  
(650) 292-9100  
ekiconsult.com

18 September 2019

Michael King  
Assistant Public Works Director  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**Subject: Budget Amendment for Providing Technical Support Related to Detection of PFOS and PFOA in the City's Groundwater**  
City of Lathrop, California  
(EKI B80122.02)

EKI Environment & Water, Inc. (EKI) is pleased to present to the City of Lathrop (Lathrop or City) this budget amendment to evaluate the effect of City's pretreatment of groundwater on per- and polyfluoroalkyl substances (PFAS) concentrations. This budget amendment would amend EKI's proposal dated 24 July 2019.

#### **BACKGROUND**

Currently, the LAWTF uses a combination of sodium hypochlorite, ferric chloride, and filter media to remove arsenic from groundwater prior to its delivery to end users. Multimedia filters containing, in part, a 12-inch layer of anthracite and 18 inches of sand, are used. Currently, GHD is performing bench-scale and pilot scale tests to assess the possible replacement of anthracite and sand with granular activated carbon (GAC) for treatment of sulfolane. Pilot tests are being conducted using an equivalent empty bed contact time (EBCT) of 3.7 minutes using coconut and coal-based GAC. Because GAC can also be used to remove PFAS from water, the City is evaluating removal of PFAS from Lathrop groundwater using the coal-based GAC being tested by GHD. As discussed, below, this proposal is to evaluate the effects of the City's existing chemical dosing on the concentrations of PFAS. Investigating treatment options for PFAS removal will be performed under a separate scope of work

#### **SCOPE OF WORK**

As noted above, the LAWTF uses a combination of sodium hypochlorite, ferric chloride, and filter media to remove arsenic from groundwater prior to its delivery to end users. The effect of this type of oxidation on PFAS distribution and concentrations is not known. For example, altering soil and groundwater geochemistry and redox conditions has resulted in oxidation of some PFAS precursor compounds, changing them to terminal PFASs (Harding-Marjanovic et al. 2016; McKenzie et al. 2016; McGuire et al. 2014).

To assess potential changes in the distribution of PFAS, groundwater will be collected from Wells 8 and 9 before and after dosing with sodium hypochlorite and ferric chloride. EKI will coordinate with the City and FGL to collect the samples. It is anticipated that for Well 8, three

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Formerly known as Eler & Kolinowski Inc

Oakland CA • Davis CA • Morin CA • Sacramento CA • Irvine CA  
El Segundo CA • Centennial CO • Salem NH • Saratoga Springs, NY

samples will be collected prior to dosing, and three samples will be collected after dosing. For Well 9, one sample will be collected prior to dosing and one sample will be collected after dosing. During each sampling event, one field blank will be collected (i.e., four field blanks). A total of 12 samples will be collected and analyzed for PFAS (seven during testing of each well). The samples will be collected by FGL personnel in appropriately preserved bottles under chain-of-custody protocol and submitted by FGL to Weck for PFAS analysis. FGL will electronically share analytical data with and direct invoices for the costs of sample collection and analysis to the City. Those costs are not included herein.

EKI will evaluate analytical results and communicate the findings to the City via conference call and email. EKl will incorporate the findings into the GAC treatment evaluation technical memorandum prepared under a separate scope of work.

#### **COMPENSATION**

We propose that compensation for consulting services by EKl be on a time and expense reimbursement basis in accordance with our Schedule of Charges, dated 1 January 2019. Based on the Scope of Work described above, we propose a total budget of \$11,200.

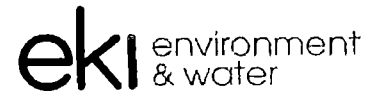
#### **PROJECT SCHEDULE**

EKI is available to initiate work upon receiving authorization from the City. EKl anticipates that the task can be completed within 4 weeks of collection of water samples.

#### **TERMS AND CONDITIONS**

Except as specifically modified above, all other terms of our 14 August 2019 Agreement shall remain in full force and effect. If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

Michael King  
City of Lathrop  
18 September 2019  
Page 3



We are excited about the opportunity to work with you on this project. Please call if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,

EKI Environment & Water, Inc.

A handwritten signature in black ink, appearing to read 'Jonathan Sutter'.

Jonathan Sutter, P.E.  
Project Manager

A handwritten signature in black ink, appearing to read 'Stephen A. Tarantino'.

Stephen A. Tarantino, P.E.  
Vice President

City of Lathrop

---

(Authorized Representative)

---

(Date)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                 |                                                                                                                                                                               |  |
|-----------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Dealey, Renton & Associates<br>P. O. Box 12675<br>Oakland CA 94604-2675                      | <b>CONTACT NAME:</b> Doris A. Chambers<br><b>PHONE (A/C, No, Ex):</b> 510-465-3090 <b>FAX (A/C, No):</b> 510-452-2193<br><b>E-MAIL ADDRESS:</b> certificates@dealeyrenton.com |  |
|                                                                                                                 | <b>INSURER(S) AFFORDING COVERAGE</b>                                                                                                                                          |  |
| <b>INSURED</b><br>EKI Environment & Water, Inc.<br>577 Airport Boulevard, Suite 500<br>Burlingame CA 94010-2023 | <b>INSURER A:</b> Greenwich Insurance Company <b>NAIC #</b> 22322                                                                                                             |  |
|                                                                                                                 | <b>INSURER B:</b> Sentinel Insurance Co. LTD <b>11000</b>                                                                                                                     |  |
|                                                                                                                 | <b>INSURER C:</b> XL Specialty Ins. Co.                                                                                                                                       |  |
|                                                                                                                 | <b>INSURER D:</b> American Automobile Ins. Co. <b>21849</b>                                                                                                                   |  |
|                                                                                                                 | <b>INSURER E:</b>                                                                                                                                                             |  |
|                                                                                                                 | <b>INSURER F:</b>                                                                                                                                                             |  |

**COVERAGES**      **CERTIFICATE NUMBER: 536779195**      **REVISION NUMBER:**

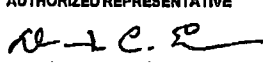
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                           |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GENTL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y         | Y        | GEC000341519  | 6/16/2019               | 6/16/2020               | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                         | Y         | Y        | 57UEGAM8746   | 6/16/2019               | 6/16/2020               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                  |
| C        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$                                                                                                              | Y         | Y        | UEC000341719  | 6/16/2019               | 6/16/2020               | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                     |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                              | Y/N       | N/A      | SCW0086931801 | 7/1/2018                | 7/1/2020                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                        |
| A        | <b>Professional &amp; Contractor's Pollution Liab.</b>                                                                                                                                                                                                                                                                     |           |          | PEC000341618  | 6/16/2019               | 6/16/2020               | \$2,000,000 per Claim<br>\$2,000,000 Annl Aggr                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
REF: EKI #B80122.01 City of Lathrop, Proposal for Providing Technical Support Related to the Detections of PFOS and PFOA in the City's Groundwater.

City of Lathrop, its officers, employees, agents and volunteers are named as Additional Insured as respects General Liability and Auto Liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to Commercial General Liability, Automobile Liability and Workers Compensation. Professional Liability Prior Acts Date 02/01/2017. 30 Day Notice of Cancellation.

**CERTIFICATE HOLDER**      **CANCELLATION 30 Day NOC/10 Day for NonPay of Prem**

|                                                                                     |                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Lathrop<br>Attn: City Manager<br>390 Towne Center Drive<br>Lathrop CA 95330 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** EKI Environment & Water, Inc.

**Endorsement Effective Date:** 6/16/2019

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):** NAME OF PERSON OR ORGANIZATION CONTINUATION: City of Lathrop, its officers, employees, agents and volunteers

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location(s) Of Covered Operations                                                                                  |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| City of Lathrop<br>Attn: City Manager<br>390 Towne Center Drive<br>Lathrop CA 95330                    | NAME OF PERSON OR ORGANIZATION<br>CONTINUATION: City of Lathrop, its officers,<br>employees, agents and volunteers |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                                                                                    |

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

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

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

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

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

| Name Of Additional Insured Person(s)<br>Or Organization(s)                                             | Location And Description Of Completed Operations                                                                   |
|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| City of Lathrop<br>Attn: City Manager<br>390 Towne Center Drive<br>Lathrop CA 95330                    | NAME OF PERSON OR ORGANIZATION<br>CONTINUATION: City of Lathrop, its officers,<br>employees, agents and volunteers |
|                                                                                                        |                                                                                                                    |
|                                                                                                        |                                                                                                                    |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |                                                                                                                    |

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

However:

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

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

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

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

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

**Workers' Compensation and Employers' Liability Insurance Policy  
Waiver of Our Right to Recover From Others Endorsement - California  
WC 04 03 06**

**If the following information is not complete, refer to the appropriate Schedule attached to the policy.**

Insured: EKI Environment & Water, Inc.

Policy Number SCW0096931901

Producer: Dealey, Renton & Associates

Effective Date 7/1/2019

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**Schedule**

**Person or Organization**  
City of Lathrop  
Attn: City Manager  
390 Towne Center Drive  
Lathrop CA 95330

**Job Description**  
NAME OF PERSON OR ORGANIZATION  
CONTINUATION: City of Lathrop, its officers,  
employees, agents and volunteers

**Additional Premium %**

We have the right to recover our payments from anyone liable for an injury- covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be the percentage, as shown in the Schedule applicable to this endorsement, of the California workers' compensation premium otherwise due on such remuneration.



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Authorized Representative

**AMENDMENT NO. 2****TO THE AGREEMENT FOR LABORATORY WATER QUALITY TESTING SERVICES BETWEEN THE CITY OF LATHROP AND EKI ENVIRONMENT & WATER, INC.****TO PERFORM BENCH TESTING AND FIELD ASSESSMENT FOR TREATMENT OF GROUNDWATER WITH PFAS USING GAC AND ASSIST WITH SAMPLING AND ANALYSIS OF GROUNDWATER FOR PFAS**

This Amendment (hereinafter "AMENDMENT NO. 2") to the agreement between EKI Environment & Water, Inc., and the City of Lathrop dated August 14, 2019, (hereinafter "AGREEMENT") dated for convenience this **October 14, 2019**, is by and between EKI Environment & Water, Inc., ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specifically trained, experienced, and competent to provide Technical Support related to Detection of PFOS and PFOA in the City's Groundwater services required by this agreement; and

**WHEREAS**, on August 14, 2019 CONSULTANT and CITY entered into an AGREEMENT to provide technical support related to detection of PFOS and PFOA in the City's groundwater not to exceed \$35,000; and

**WHEREAS**, on <<insert date>>, 2019 CONSULTANT and CITY entered into an Amendment No. 1 to the AGREEMENT to provide additional technical support services related to detection of PFOS and PFOA in the City's groundwater not to exceed \$11,200; and

**WHEREAS** CONSULTANT has provided CITY with a scope of work to continue to provide additional technical support services related to detection of PFOS and PFOA in the City's groundwater and to perform bench testing and field assessment for treatment of groundwater with PFAS using GAC and assist with sampling and analysis of groundwater for PFAS, at a cost not to exceed \$60,900;

**NOW, THEREFORE**, CONSULTANT and CITY agree as follows;

**AMENDMENT NO. 2 to AGREEMENT**

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT WITH EKI ENVIRONMENT & WATER, INC TO CONTINUE TO PROVIDE TECHNICAL SUPPORT RELATED TO DETECTION OF PFOS AND PFOA IN THE CITY’S GROUNDWATER. – AMENDMENT NO. 2

CONSULTANT agrees to perform 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. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:**

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$60,900** for the services as set forth in Exhibit “A” of this AMENDMENT NO. 2. CONSULTANT shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 2 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

**(3) Effective Date and Term. Section (3) of the AGREEMENT for Consulting is hereby amended to add:**

The effective date of AMENDMENT NO. 2 is **October 14, 2019**, and it shall terminate no later than **June 30, 2021**. All other terms of the original AGREEMENT shall remain in full force and effect.

**(4) Applicability to Original Consultant AGREEMENT**

All terms and conditions set forth in the AGREEMENT dated **August 14, 2019** are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

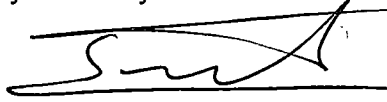
**(5) Signatures**

The individuals executing this AMENDMENT NO. 2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 2 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 WITH EKI ENVIRONMENT & WATER, INC TO CONTINUE TO PROVIDE TECHNICAL SUPPORT RELATED TO DETECTION OF PFOS AND PFOA IN THE CITY'S GROUNDWATER. – AMENDMENT NO. 2

Approved as to Form:

City of Lathrop  
City Attorney



10-1-19

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:

EKI Water & Environment, Inc.  
577 Airport Blvd., Suite 500  
Burlingame, CA 94010

Fed ID # \_\_\_\_\_

Lathrop Bus License # \_\_\_\_\_

\_\_\_\_\_  
Signature

Date

\_\_\_\_\_  
(Print Name and Title)





Corporate Office  
577 Airport Boulevard, Suite 500  
Burlingame, CA 94010  
(650) 292-9100  
ekiconsult.com

18 September 2019

Michael King  
Assistant Public Works Director  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**Subject: Proposal to Perform Bench Testing and Field Assessment for Treatment of Groundwater with PFAS Using GAC and Assist with Sampling and Analysis of Groundwater for PFAS**  
City of Lathrop, California  
(EKI B80122.02)

EKI Environment & Water, Inc. (EKI) is pleased to present to the City of Lathrop (Lathrop or City) this proposal to perform bench testing in coordination with Calgon Carbon Corporation (Calgon) using City groundwater supply impacted by perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS). This proposal also includes assisting the City with collection and analysis of groundwater from Supply Wells 6 through 10 for PFAS.

## BACKGROUND

In April 2019, California Department of Drinking Water (DDW) sent monitoring orders to more than 200 public water systems across the state including Lathrop to test for PFOA and PFOS. PFOA and PFOS have been detected in groundwater samples collected from City's Well 21 in April and October 2013. Samples of water were also collected at Louise Avenue Water Treatment Plant (LAWTF), which treats combined groundwater from Wells 6, 7, 8, 9, and 10, but neither PFOA nor PFOS were detected above laboratory reporting limits. In its April 2019 Order, DDW ordered the City collect and analyze samples for PFOA and PFOS from groundwater collected at Wells 9 and 10 because Wells 9 and 10 are within a one-mile radius of Well 21. In response to DDW's 2019 monitoring order, Lathrop analyzed groundwater samples collected from Well 9 and Well 10 in May, June, and July 2019. The City also collected groundwater samples from Wells 6, 7, and 8 in July and August 2019.

The results of these analyses indicate the presence of PFOA and PFOS in groundwater collected from Well 9 exceeding the DDW Notification Levels (NLs) of 5.1 ng/L and 6.5 ng/L, respectively. The NLs for PFOA and PFOS were also exceeded in groundwater collected from Well 10 in some samples. PFOA was not detected in any of the three samples above the practical quantitation limit (PQL, also called the method reporting limit (MRL)) of 10 ng/L. PFOS was detected in groundwater collected from Wells 6 through 8 at concentrations above both the MRL and NL in July 2019 and was detected in groundwater collected from Wells 6 and 7 at concentrations below the MRL but above the method detection limit (MDL) and NL in August 2019. PFOS was detected in groundwater collected from Well 8 at a concentration below the MRL and slightly below the

Formerly known as Erler & Kalinowski, Inc.

NL, but above the MDL in August 2019. All of the City's wells have been offline since January of 2019 (i.e., the City was not delivering any groundwater to the water system when the 2019 samples were collected).

Currently, the LAWTF uses a combination of sodium hypochlorite, ferric chloride, and filter media to remove arsenic from groundwater prior to its delivery to end users. Multimedia filters containing, in part, a 12-inch layer of anthracite and 18 inches of sand, are used. Currently, GHD is performing bench-scale and pilot scale tests to assess the possible replacement of anthracite and sand with granular activated carbon (GAC) for treatment of sulfolane. Pilot tests are being conducted using an equivalent empty bed contact time (EBCT) of 3.7 minutes using coconut and coal-based GAC. Because GAC can also be used to remove PFAS from water, bench scale tests are proposed to evaluate removal of PFAS from Lathrop groundwater using the coal-based GAC being tested by GHD.

#### **SCOPE OF WORK**

The following scope of work is proposed to support the City in assessing PFAS in groundwater used in its drinking water supply and investigating treatment options for PFAS removal:

1. Perform bench-scale tests to evaluate PFAS removal by GAC; and
2. Assist with supply well resampling and analysis.

These tasks are described in further detail below. Assessing the effect of oxidation on distribution and concentration of PFAS will be performed as part of a separate scope of work.

#### **Task 1a – Conduct Bench-Scale Tests**

Bench-scale tests are laboratory tests often used as a first step to evaluate effectiveness of removal of chemicals using GAC or other media. Pilot tests, larger scale field-based tests, often follow bench scale tests to more closely mimic field conditions. For PFAS, a vendor of GAC that is currently being assessed by GHD (Calgon) has proposed using Rapid Small-Scale Column Tests (RSSCTs). According to Calgon, RSSCTs can model 12 to 18 months of full-scale operation in one to three weeks and require a much smaller quantity of water for testing than full-scale pilot tests.

EKI proposes to coordinate with Calgon to perform bench tests assess the GACs removal for PFAS. An RSSCT is proposed using the GAC being tested by GHD at an EBCT of 3.7 minutes to match the pilot tests being performed by GHD.

The typical EBCT is 5 to 30 minutes for GAC adsorber systems used for water treatment purposes. Therefore, the initial RSSCT may show that treatment with an EBCT of 3.7 minutes is not effective. EKl will coordinate with Calgon to conduct a simultaneous second RSSCT with a more typical EBCT of approximately 11.5 minutes.

Groundwater from Well 9 will be used for the RSSCTs because groundwater from Well 9 contains many of the individual PFAS compounds detected by the PFAS analytical method and also contains the highest concentrations of PFAS, and therefore represents the worst-case groundwater. EKI will coordinate with the City and Calgon to schedule pickup of one (1) 55-gallon drum of groundwater from Well 9 and will be present on-site during groundwater collection and loading on to transportation provided by Calgon. The drum will be transported by Calgon to Calgon’s laboratory, where the RSSCTs and associated performance sampling will be performed by Calgon personnel. For each RSSCT, Calgon will collect approximately 3 influent and 12 effluent samples for PFAS analysis by a California ELAP-certified laboratory for PFAS analysis. Total organic carbon (TOC) analysis will be performed by Calgon in-house.

Upon completion of the RSSCTs, Calgon will provide EKI with analytical results and performance evaluation data.

**Task 1b – Evaluate Results of Bench-Scale Tests**

EKI will evaluate and summarize data collected by Calgon during the RSSCTs and prepare a technical memorandum summarizing the results and recommended next steps. The technical memorandum will include results of the evaluation of possible effects of pretreatment of groundwater with sodium hypochlorite and ferric chloride which will be conducted under a separate budget. EKI will discuss the results and recommendations presented in the technical memorandum with the City via conference call.

**Task 2 – Coordinate Testing of Supply Wells 6 through 10**

EKI will coordinate with the City and Fruit Growers Laboratory, Inc. (FGL) to collect groundwater samples from Wells 6 through 10 for PFAS analysis. EKI will observe the sample collection. EKI understands that City staff will modify sample collection taps on each of the wells by replacing Teflon pipe tape with silicon pipe tape before the samples are collected. The City will be responsible for activating the well pumps in coordination with FGL. FGL personnel will collect samples in bottles provided by Weck Laboratories, Inc. (Weck) for analysis of PFAS by Weck by EPA Method 537 Revision 1.1. FGL will electronically share analytical data with and direct invoices for the costs of sample collection and analysis to the City. Those costs are not included herein.

**COMPENSATION**

A breakdown of the proposed initial budget for each of the tasks is provided below:

| <b>Proposed Task</b>                                     | <b>Estimated Cost</b> |
|----------------------------------------------------------|-----------------------|
| Task 1 – Conduct and Evaluate Bench-Scale Tests          | \$48,200              |
| Task 2 – Coordinate Testing of Supply Wells 6 through 10 | \$12,700              |
| <b>Total Proposed Budget</b>                             | <b>\$60,900</b>       |

We propose that compensation for consulting services by EKI be on a time and expense reimbursement basis in accordance with our Schedule of Charges, dated 1 January 2019. Based on the Scope of Work described above, we propose a total budget of \$60,900.

**PROJECT SCHEDULE**

EKI is available to initiate work upon receiving authorization from the City. EKI anticipates that Task 1 of the above scope of work can be completed within 14 weeks of collection of Well 9 water. Tasks 2 can be completed within 4 weeks of collection of all groundwater samples.

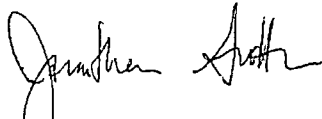
**TERMS AND CONDITIONS**

Except as specifically modified above, all other terms of our 2 May 2016 Agreement shall remain in full force and effect. If this proposal meets with your approval, please send us an Agreement Amendment to review and execute.

We are excited about the opportunity to work with you on this project. Please call if you have any questions or wish to discuss this proposal in greater detail.

Very truly yours,

EKI Environment & Water, Inc.



Jonathan Sutter, P.E.  
Project Manager



Stephen A. Tarantino, P.E.  
Vice President

City of Lathrop

\_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Date)



**Bill To** 390 Towne Centre Dr  
Lathrop, CA 95330

**Purchase Order**  
No. 2019-00000565  
Date 6/24/2019  
**Resolution**

The parties to this agreement are:

Vendor No. 531

**PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE**

**DELIVER BY**

**Vendor** FGL Environmental  
853 Corporation Street  
SANTA PAULA, CA 93060

**Ship To** 390 Towne Centre Dr  
Lathrop, CA 95330


**SHIP VIA**  
**FREIGHT TERMS**  
**PAGE** 1 of 3  
**ORIGINATOR** Rosemary Martinez


| QUANTITY | UNIT | DESCRIPTION                                                    | UNIT COST  | TOTAL COST |
|----------|------|----------------------------------------------------------------|------------|------------|
| 4.00     | EACH | Quarterly PFOS/PFOA monitoring Well 9 for 1 year(4 quarters)   | \$615.0000 | \$2,460.00 |
| 4.00     | EACH | Quarterly PFOS/PFOA monitoring Well 10 for 1 year(4 quarters)  | \$615.0000 | \$2,460.00 |
| 2.00     | EACH | Supplemental testing-Well 9 after PFOS/PFOA detection-routine  | \$615.0000 | \$1,230.00 |
| 2.00     | EACH | Supplemental testing-Well 10 after PFOS/PFOA detection-routine | \$615.0000 | \$1,230.00 |

**\$7,380.00**

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

  
CITY OF LATHROP  
RECOMMENDED FOR APPROVAL  
7-1-19  
DATE

  
VENDOR  
APPROVED BY  
6-28-19  
DATE

  
CITY OF LATHROP  
APPROVED BY  
7-11-19  
DATE

Special Instructions

Wells 9 and 10 Sampling Quote - PFOS/PFOA state mandated testing

Page 2 of 3  
**STANDARD PURCHASE ORDER  
TERMS AND CONDITIONS**

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.  

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

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6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

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13. BUYER'S PROPERTY. Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS. By acceptance hereof Seller warrants:
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  - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
  - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285230 R. S. Mo. et seq) and Executive Order 12816, which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Order, or Acts and the regulations issued thereunder.
15. WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY. When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense:
- (a) Worker's Compensation and Employer's Liability Insurance.
  - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability Insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. INSOLVENCY. If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
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18. FOREIGN SHIPMENTS. Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment Ocean Bills of Lading, Consular Invoice, and Commercial Invoice, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. VENUE. This Purchase Order shall be governed by the law of the State of California.
20. BRANDING. Seller warrants that all materials covered by this Purchase Order are no altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. CONFLICTING TERMS. In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. REVIEW OF RECORDS. During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. OFFSETTING BILLS. City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. NON-EXCLUSIVE AGREEMENT. The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



**Bill To** 390 Towne Centre Dr  
Lathrop, CA 95330

**Purchase Order**

No. 2020-00000050

Date 7/16/2019

**Resolution**

**PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE**

The parties to this agreement are:

**Vendor No. 531**

**DELIVER BY**

**SHIP VIA**

**FREIGHT TERMS**

**PAGE**

1 of 3

**ORIGINATOR**

Rosemary Martinez

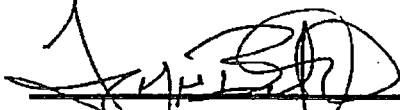
**Vendor** FGL Environmental  
853 Corporation Street  
SANTA PAULA, CA 93060


**Ship To** 390 Towne Centre Dr  
Lathrop, CA 95330

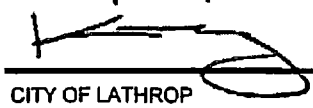
| QUANTITY | UNIT | DESCRIPTION                                              | UNIT COST  | TOTAL COST |
|----------|------|----------------------------------------------------------|------------|------------|
| 3.00     | EACH | Expedited PFOS/PFOA monitoring ( 1 week turnaround time) | \$905.0000 | \$2,715.00 |

**\$2,715.00**

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

 7-24-19  
CITY OF LATHROP  
RECOMMENDED FOR APPROVAL DATE

Glenn Olsen  07-23-19  
VENDOR APPROVED BY DATE

 7-26-19  
CITY OF LATHROP  
APPROVED BY DATE

**Special Instructions**

Wells 6,7,8 - PFOS/PFOA monitoring



Page 2 of 3  
STANDARD PURCHASE ORDER  
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
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10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
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13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
  - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
  - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
  - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
  - (a) Worker's Compensation and Employer's Liability Insurance.
  - (b) General Liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
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19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article which may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



**Bill To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

**Purchase Order**

No. 2020-00000069

**Date** 8/12/2019

**Resolution**

**The parties to this agreement are:**

**Vendor No. 531**

**PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE**

**DELIVER BY**

**Vendor**  
 FGL Environmental  
 853 Corporation Street  
 SANTA PAULA, CA93060

**Ship To**  
 390 Towne Centre Dr  
 Lathrop, CA 95330

**SHIP VIA**  
**FREIGHT TERMS**  
**PAGE** 1 of 3  
**ORIGINATOR** Yesenia Linnell

| QUANTITY | UNIT | DESCRIPTION                  | UNIT COST  | TOTAL COST |
|----------|------|------------------------------|------------|------------|
| 1.00     | EACH | Well 10 PFOS/PFAS Monitoring | \$905.0000 | \$905.00   |

**\$905.00**

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

\_\_\_\_\_  
 CITY OF LATHROP  
 RECOMMENDED FOR APPROVAL                      DATE

\_\_\_\_\_  
 VENDOR  
 APPROVED BY                                              DATE

\_\_\_\_\_  
 CITY OF LATHROP  
 APPROVED BY                                              DATE

Special Instructions

Well 10 PFOS/PFAS Monitoring 2nd Round Samples

Page 2 of 3  
STANDARD PURCHASE ORDER  
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
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18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article which may not under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does not guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



# Purchase Requisition Form

City of Lathrop  
Department of Public Works

390 Towne Centre Drive, Lathrop CA 95330  
Phone (209) 941-7430 - Fax (209) 941-7449  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

The following number must appear on all related correspondence, shipping receipts, and invoices:

H TE assigned Purchase Order Number:

**Vendor Information**

Company Name: FGL Labs  
Attention:  
Street Address:  
City, State, Zip:  
Main Number:  
Fax Number:  
Fed ID Number:

**Ship to Address:**

Department: Public Works Department  
Attention: Chris Hart  
Street Address: 390 Towne Centre Drive  
City, State, Zip: Lathrop, CA 95330  
Main Number: (209) 941-7430  
Fax Number: (209) 941-7449

| Request Date  | Requisitioner | Division/Fund | Percent | Reason For Purchase                                                |
|---------------|---------------|---------------|---------|--------------------------------------------------------------------|
| July 23, 2019 | Chris Hart    | Pwk / Water   | 100%    | PFOS/PFAS monitoring- 2nd round of confirmation testing at Well 10 |

| Quantity | UOM  | Description                                             | Unit Price | Total  |
|----------|------|---------------------------------------------------------|------------|--------|
| 1        | each | Expedited PFOS/PFAS Monitoring (1 week turnaround time) | 905.00     | 905.00 |
|          |      |                                                         | -          | -      |
|          |      |                                                         | -          | -      |
|          |      |                                                         | -          | -      |
|          |      |                                                         | -          | -      |
|          |      |                                                         | -          | -      |
|          |      |                                                         | -          | -      |
|          |      |                                                         | -          | -      |

Sample was taken 7/22/2019

|                      |                  |
|----------------------|------------------|
| Subtotal:            | 905.00           |
| Sales Tax:           | -                |
| Shipping & Handling: | -                |
| Other:               | -                |
| <b>Total:</b>        | <b>\$ 905.00</b> |

Authorized by: \_\_\_\_\_  
Name and Title

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

## ITEM 4.15

### CITY MANAGER'S REPORT OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING

**ITEM:** PURCHASE OF A VACUUM TRUCK FOR PUBLIC WORKS OPERATION AND MAINTENANCE DIVISION

**RECOMMENDATION:** Adopt a Resolution Approving the Purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the Amount of \$475,994.13 for the Public Works Operations and Maintenance Division and Related Budget Amendment

---

#### **SUMMARY:**

The Public Works Department is responsible for operating and maintaining the City's utility infrastructure. A vacuum truck, or vac-con, is a specialized piece of equipment that is essential for utility maintenance and responding to emergency Sanitary Sewer Overflows (SSO). The purchase of a new vac-con is needed due to aging equipment and expanding infrastructure associated with recent development.

Staff has researched and tested multiple vac-con trucks to determine which one meets the needs of the City and is most cost effective. Staff is requesting Council approve the purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the amount of \$475,994. Staff is also requesting the approval of a budget amendment transferring funds from the Wastewater System Capital Replacement Fund 6070 and the Wastewater Recycled Water Capital Replacement Fund 6110 for the purchase.

#### **BACKGROUND:**

A vacuum truck, or vac-con, is a large truck that has a pump and a tank. The pump is designed to pneumatically suck liquids, sludges, slurries, or the like from a location into the tank of the truck. A vac-con is primarily used for two functions, maintenance and responding to emergency overflows. Maintenance activities include cleaning underground utility pipes, manholes, wet wells, storm drain inlets and miscellaneous debris removal as needed. The vac-con is also critical in responding to and cleaning up an emergency SSO.

The Public Works Department currently has a 12-year-old 2007 Sterling vac-con and 25-year-old 1994 Ford vac-con. The Ford vac-con has not been utilized in many years and requires significant repairs. The cost of the repairs will exceed the value of the vac-con and will not guarantee reliability during an emergency SSO. The 2007 Sterling vac-con operates well, it will continue to be utilized and will provide valuable redundancy should an equipment failure occur.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**PURCHASE OF A VACUUM TRUCK FOR PUBLIC WORKS OPERATION AND**  
**MAINTENANCE DIVISION**

Recent development (residential, commercial and industrial) has included utility infrastructure that will need to be maintained by the Public Works Department. This additional infrastructure expands the overall network and contains very large structures. The advanced technology on the newer vac-con will allow for these larger structures to be more efficiently maintained.

The proposal has been acquired utilizing Sourcewell, formally National Joint Powers Alliance (NJPA), who is a governmental agency that establishes purchasing contracts through a competitive bidding process. In addition to being competitively bid, Sourcewell is able to negotiate prices that are 5%-10% lower than if the City purchased directly from the manufacturer. Based on Sourcewell's competitive bidding process and their similarities with California Office of Procurement exemption listed in Lathrop Municipal Code Section 2.36.110, staff recommends Council approve the purchase.

**REASON FOR RECOMMENDATION:**

A vac-con is a specialized piece of equipment that is essential for utility maintenance and responding to emergency Sanitary Sewer Overflows (SSO). The purchase of a new vac-con is needed due to aging equipment and expanding infrastructure associated with recent development.

**FISCAL IMPACT:**

Staff is requesting Council approve the purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the amount of \$475,994. Sufficient funds were not included in the adopted Fiscal Year 2019/20 Budget. Staff is requesting a budget amendment from the Sewer Capital Replacement Fund as follows:

|                               |                                          |           |
|-------------------------------|------------------------------------------|-----------|
| <u>Increase Transfer Out</u>  |                                          |           |
| 6060-9900-990-90-10           | (Wastewater Sys. Cap. Repl.).....        | \$318,916 |
| 6110-9900-990-90-10           | (Wastewater Rec. Water Cap. Repl.) ..... | \$157,079 |
| <u>Increase Transfer In</u>   |                                          |           |
| 6010-9900-393-00-00           | (MWQCF Collection System).....           | \$318,916 |
| 6080-9900-393-00-00           | (MBR West Sewer) .....                   | \$157,079 |
| <u>Increase Appropriation</u> |                                          |           |
| 6010-5030-450-20-00           | (MWQCF Collection System).....           | \$318,916 |
| 6080-5034-450-20-00           | (MBR West Sewer) .....                   | \$157,079 |



**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**PURCHASE OF A VACUUM TRUCK FOR PUBLIC WORKS OPERATION AND**  
**MAINTENANCE DIVISION**

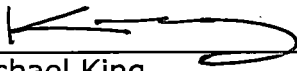
**PAGE 3**

**ATTACHMENTS:**


- A. Resolution Approving the Purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the Amount of \$475,994 for the Public Works Operations and Maintenance Division and Related Budget Amendment
- B. Quote Vac-con Model VPD 4211HE-/1300

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**  
**PURCHASE OF A VACUUM TRUCK FOR PUBLIC WORKS OPERATION AND**  
**MAINTENANCE DIVISION**


**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works

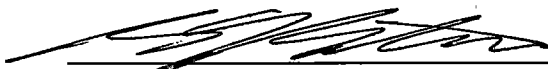
10-1-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10/4/19  
Date

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

10-2-19  
Date

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

10-7-19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF A FREIGHTLINER 114SD VACUUM TRUCK FROM MUNICIPAL MAINTENANCE EQUIPMENT, INC. IN THE AMOUNT OF \$475,994.13 FOR THE PUBLIC WORKS OPERATIONS AND MAINTENANCE DIVISION AND RELATED BUDGET AMENDMENT**

**WHEREAS**, the Public Works Department is responsible for operating and maintaining the City's utility infrastructure; and

**WHEREAS**, a vacuum truck, or vac-con, is a specialized piece of equipment that is essential for utility maintenance and responding to emergency Sanitary Sewer Overflows; and

**WHEREAS**, the purchase of a new vac-con is needed due to aging equipment and expanding infrastructure associated with recent development; and

**WHEREAS**, staff is requesting Council approve the purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the amount of \$475,994.13; and

**WHEREAS**, the proposal has been acquired utilizing Sourcewell, formally National Joint Powers Alliance (NJPA), who is a governmental agency that establishes purchasing contracts through a competitive bidding process; and

**WHEREAS**, Sourcewell is able to negotiate prices that are 5%-10% lower than if the City purchased directly from the manufacturer; and

**WHEREAS**, based Sourcewell's competitive bidding process and their similarities with California Office of Procurement exemption listed in Lathrop Municipal Code Section 2.36.110, staff recommends Council approve the purchase.

**WHEREAS**, sufficient funds were not included in the adopted Fiscal Year 2019/20 Budget and staff is requesting a budget amendment from the Sewer Capital Replacement Fund as follows:

|                                               |           |
|-----------------------------------------------|-----------|
| <u>Increase Transfer Out</u>                  |           |
| 6060-9900-990-90-10                           | \$318,916 |
| Wastewater System Capital Replacement         |           |
| 6110-9900-990-90-10                           | \$157,079 |
| Wastewater Recycled Water Capital Replacement |           |
| <u>Increase Transfer In</u>                   |           |
| 6010-9900-393-00-00                           | \$318,916 |
| MWQCF Collection System                       |           |
| 6080-9900-393-00-00                           | \$157,079 |
| MBR West Sewer                                |           |
| <u>Increase Appropriation</u>                 |           |
| 6010-5030-450-20-00                           | \$318,916 |
| MWQCF Collection System                       |           |
| 6080-5034-450-20-00                           | \$157,079 |
| MBR West Sewer                                |           |

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve the purchase of a Freightliner 114SD Vacuum Truck from Municipal Maintenance Equipment, Inc. in the amount of \$475,994 and related budget amendment.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

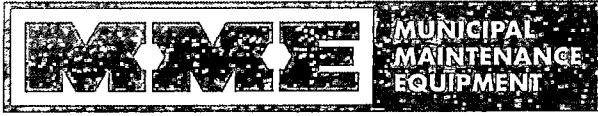
\_\_\_\_\_  
Sonny Dhaliwal, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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



CSLB #980409  
 DIR 1000004282  
 www.source-mme.com  
 Toll Free 1-888-484-9968

October 1, 2019

City of Lathrop  
 390 Towne Centre Drive  
 Lathrop, CA 95330

Tel: 209-941-7430  
 lbackert@ci.lathrop.ca.us

Attention: Larry Backert, Utility and Street Maintenance Superintendent

We are pleased to provide the enclosed contract pricing sheet off the Sourcewell Contract No. 122017-AMI for the Vac-Con Model VPD4211HE/1300 Combination Sewer and Storm Drain Cleaner mounted on a new Freightliner 114SD 6x4 truck chassis for your review.

|          |                                                   |                  |
|----------|---------------------------------------------------|------------------|
| Summary: | Complete Unit per attached Sourcewell price sheet |                  |
|          | Price F.O.B. Lathrop, CA                          | \$437,695.75     |
|          | 8.75% Estimated Sales Tax                         | <u>38,298.38</u> |
|          | Total                                             | \$475,994.13     |

- **City's Purchase Order to be prepared and sent directly to Vac-Con, Inc.**  
 969 Hall Park Road Green Cove Springs, FL 32043  
 M.J. Dubois (410) 924-1004 mjubois@ducolc.com
- Municipal Maintenance Equipment, Inc. is the local dealer and will provide on-site training, warranty support, and future service for the Stertil-KONI products
- Pricing includes delivery and on-site training.
- Delivery 90-150 days for the A.R.O., depending on chassis availability.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms per Sourcewell Program.

Thank you for your interest in this fine product. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
 Municipal Maintenance Equipment, Inc.

*James Wheeler*

James Wheeler,  
 General Manager



10/01/2019

COMBINATION JET/VACUUM SEWER CLEANER

**Sourcewell Contract: 122017-AMI**

Customer: CITY OF LATHROP

Shipping: CALIFORNIA

| Requirement Specification                                                                                                                                                                                                             |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Combination jet/vacuum sewer cleaner with all standard equipment VPD4211HE/1300                                                                                                                                                       |  |
| Freightliner model 114SD 6 x 4 chassis with 370 HP diesel engine, 66,000 GVWR, Allison automatic transmission and A/C                                                                                                                 |  |
| Body mounting on Chassis                                                                                                                                                                                                              |  |
| 10' Aluminum Telescoping boom with joy stick and remote pendant control (telescopes hydraulically 10' forward from the stowed position) - 8" diameter intake hose and boom, travel tie down post with latch, 270 degree boom rotation |  |
| Front mounted articulating to driver side hose reel                                                                                                                                                                                   |  |
| 1300 Gallon polyethylene water tank capacity with 10 year warranty                                                                                                                                                                    |  |
| 11 cubic yard capacity debris tank 3/16" corten steel, (5 year warranty) with full opening rear door (minimum 50 degree debris tank dumping, power up and down                                                                        |  |
| Automatic vacuum breaker (prevents operation when full and contains debris when moving unit) and overfill protection                                                                                                                  |  |
| 800' of 3/4" Jet hose non-continuous                                                                                                                                                                                                  |  |
| Positive Displacement Blower Roots model 827 @ 18" HG                                                                                                                                                                                 |  |
| Hydrostatic drive of vacuum system                                                                                                                                                                                                    |  |
| Giant water pump rated at 50 GPM @ 3000 PSI, with a GM 5.7 Gas 140 HP auxiliary engine                                                                                                                                                |  |
| 6" Knife valve with center post and handle in lieu of 5" butterfly valve                                                                                                                                                              |  |
| 8" Knife valve lower rear door mounted                                                                                                                                                                                                |  |
| Built in body prop                                                                                                                                                                                                                    |  |
| Rear splash guard - tank mounted 2-10 O'clock                                                                                                                                                                                         |  |
| Rubber pad on standard deflector                                                                                                                                                                                                      |  |

| Requirement Specification                       |  |
|-------------------------------------------------|--|
| 1/4 Turn ball valve water drain                 |  |
| 50' Capacity retractable hand gun hose reel     |  |
| Centrifugal compressor fan flush out system     |  |
| Debris body Power Flush-out system with 8 jets  |  |
| (2) Flush out connection for rear door valve    |  |
| Hydro-X package                                 |  |
| Titan style water gauge                         |  |
| Variable flow valve                             |  |
| Water pump remote oil drain                     |  |
| 12V DC auxiliary hydraulic back up              |  |
| Auxiliary engine remote oil drain               |  |
| Cone storage rack, rear of frame                |  |
| Grease assembly articulating hose reel          |  |
| Long handle storage - PVC                       |  |
| Remote boom grease zerk assembly                |  |
| Remote debris body grease zerk assembly         |  |
| Segmented wear back boom elbow                  |  |
| Hand held spot light                            |  |
| LED 4 strobes, 2 front bumper, 2 rear bumper    |  |
| LED Arrow board                                 |  |
| Boom mounted LED flood lights                   |  |
| LED Flood light - level wind guide area         |  |
| LED flood lights with limb guards, rear mounted |  |
| Two LED rear mounted strobe with limb guard     |  |
| Mid-body LED strobe, frame mounted              |  |



| Requirement Specification                                                    |  |
|------------------------------------------------------------------------------|--|
| Two LED mirror mounted strobes with guards                                   |  |
| 6 Way pendant control station, spare                                         |  |
| Front hose reel camera placement                                             |  |
| Low water alarm with light                                                   |  |
| Omnibus Precision Power System                                               |  |
| Traffic camera system                                                        |  |
| Rear camera placement                                                        |  |
| Curb side manifold                                                           |  |
| Debris body screen flush out                                                 |  |
| 3/4" x 15' leader hose                                                       |  |
| 3/4" Bulldog nozzle                                                          |  |
| Folding pipe rack curbside mounted                                           |  |
| Folding pipe rack driver side mounted                                        |  |
| Front bumper tool boxes (2) 8" x 14" x 6" Aluminum                           |  |
| Roll out shelves (2) for storage box behind cab                              |  |
| Aluminum rear tool boxes (2), mounted on each side of extended frame         |  |
| 8" adjustable air gap with quick clamp                                       |  |
| Safety Striping package - Blue                                               |  |
| Vac-Con unit painted: White                                                  |  |
| Air seat, passenger                                                          |  |
| Chassis operators manual                                                     |  |
| Service manual on thumb drive                                                |  |
| Remote chassis engine start switch                                           |  |
| Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator |  |
| ICC lighting                                                                 |  |

| Requirement Specification                                                     |              |
|-------------------------------------------------------------------------------|--------------|
| Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose |              |
| 20 gpm @ 600 PSI wash down system with hand gun and 25' of ½" hand gun hose   |              |
| Local dealer pre delivery inspection and customer training on site            |              |
| Consignee Delivery                                                            |              |
| TOTAL CONTRACT PRICE                                                          | \$437,695.75 |
| SALES TAX - 8.75%                                                             | \$38,298.38  |
| TOTAL UNIT PRICE AFTER TAX                                                    | \$475,994.13 |

Sourcewell Contract NO 122017-AMI

VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS EMAIL [MJDUBOIS@ducolc.com](mailto:MJDUBOIS@ducolc.com) PHONE: 410-924-1004

## ITEM 4.16

### CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

**ITEM:** **APPROVE AGREEMENT WITH SOUTH LATHROP LAND LLC FOR TRANSPORTATION RELATED CAPITAL FACILITY FEES**

**RECOMMENDATION:** **Adopt Resolution Approving an Agreement with South Lathrop Land LLC for Transportation Related Capital Facility Fees for the South Lathrop Commerce Center**

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#### **SUMMARY:**

South Lathrop Land LLC (SLL), the developer of the South Lathrop Commerce Center (SLCC), is required under various entitlements to pay Capital Facility Fees (CFF) to fund the construction of certain public facilities and infrastructure that will be of benefit to their property. In connection with the development of the SLCC, SLL has prepared the Project Study Report-Project Development Support (PSR-PDS) and related Caltrans permitting cost associated with the necessary Caltrans encroachment permit for the SR-120/Yosemite Avenue Interchange (Interchange Work).

SLCC share of the Interchange Work is estimated to be \$7,838,217. For Building 1 (Wayfair) SLL has paid \$919,879 in Transportation CFF. SLL is anticipating reimbursement of the funds from Transportation CFF that has already been paid for their first building, and credits towards future Transportation CFF for the remaining balance.

Staff recommends City Council approve the Agreement Regarding Transportation-Related Capital Facility Fees for South Lathrop Commerce Center ("Agreement") between SLL and the City to confirm how Lathrop will apply and use the proposed Transportation CFF fees for their project, and to establish a mechanism to reimburse SLL from Transportation CFF fees already collected and issuing credits towards future Transportations CFF for the remaining balance.

#### **BACKGROUND:**

On August 3, 2015, the City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. On August 8, 2018, the Planning Commission approved a Minor Specific Plan Amendment to increase the total square footage and approved four new buildings as second Phase (Attachment "C"). The Development Agreement between the City and SLL requires the developer to construct public facilities and infrastructure to serve their project and oversize facilities and infrastructure to serve other projects or areas.

**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING****APPROVE AGREEMENT WITH SOUTH LATHROP LAND LLC FOR TRANSPORTATION RELATED CAPITAL FACILITY FEES**

At the March 11, 2019 City Council meeting, Council approved reimbursement agreements for public improvements that included a regional outfall structure, storm drain system, sanitary sewer collection system and water line improvements.

During the processing of this project, there has been extensive discussions between SLL and the City regarding the appropriate calculation of anticipated transportation impacts from this project. The EIR for the South Lathrop Specific Plan anticipated 25% of the buildings would be developed as Light Industrial, and 75% would be developed as Warehouse Industrial, with a small commercial building. The reason is that these two industrial uses trigger very different numbers of trips. In order to create an impact fee, it was decided that a blended rate that averages the impacts of the two types of industrial uses anticipated would be appropriate. The Agreement reflects how this blended (hybrid) rate would be implemented by the City, how the funds would be used, and recognizes that the proposed CFF fees would be the limit of the City transportation fees.

The Agreement also recognized that SLL has funded studies and improvement plans for the initial interchange improvements. It confirms that the City is not expecting SLL to front the cost of Additional Interchange Work, and it establishes a reimbursement mechanism for the Interchange Work constructed by SLL in order to document the improvements and related costs that SLL will be reimbursed or credited for from the Transportation CFF already paid by SLL.

The City and SLL acknowledge that funds advanced by the Developer for the Interchange Work were for improvements that were included in the cost of the Transportation CFF. Therefore, the Developer is anticipating reimbursement of those funds from Transportation CFF funds they have already paid for their first building (Wayfair) and credit towards future Transportation CFF for the balance.

**REASON FOR RECOMMENDATION:**

Staff recommends the City Council approve the Agreement with SLL to confirm how Lathrop will apply and use the proposed Transportation CFF fees for their project, and to allow the City to establish a mechanism to reimburse SLL from Transportation CFF fees collected from the first building in the SLCC area and issue credits toward future SLCC Transportation CFF fees for the balance remaining. The attached resolution identifies that Council approval of the Agreement will be contingent upon approval by Council of the South Lathrop Specific Plan CFF Study. This is because the Agreement implements the fees approved with that study.

**FISCAL IMPACT:**

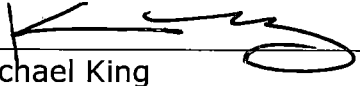
In accordance with the Agreement, the City shall reimburse SLL Transportation CFF collected for the first SLCC building (Wayfair) in the amount of \$919,879 and establish Transportation CFF credits for the balance of the Interchange Work advanced by SLL. Funds have been appropriated in the FY 19/20 Budget in project PS17-09.

**ATTACHMENTS:**

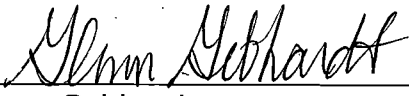
- A. Resolution Approving Agreement Regarding Transportation-Related Capital Facility Fees for South Lathrop Commerce Center with South Lathrop Land LLC
- B. Agreement Regarding Transportation Related Capital Facility Fees for South Lathrop Commerce Center
- C. Site Plan for South Lathrop Commerce Center

**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**APPROVE AGREEMENT WITH SOUTH LATHROP LAND LLC FOR**  
**TRANSPORTATION RELATED CAPITAL FACILITY FEES**

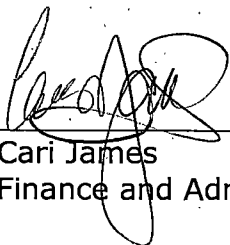
**APPROVALS:**

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

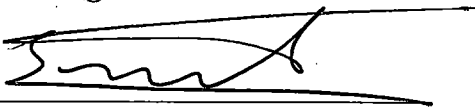
10-2-19  
Date

  
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Glenn Gebhardt  
City Engineer

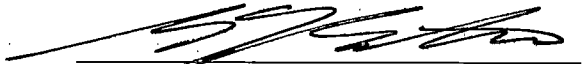
10/2/19  
Date

  
\_\_\_\_\_  
Cari James  
Finance and Administrative Services Director

10/2/19  
Date

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

10-3-19  
Date

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

10.4.19  
Date

**RESOLUTION NO. 19-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
APPROVING AGREEMENT WITH SOUTH LATHROP LAND LLC FOR  
TRANSPORTATION RELATED CAPITAL FACILITY FEES**

**WHEREAS**, on August 3, 2015, the City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area; and

**WHEREAS**, the Development Agreement between the City and South Lathrop Land LLC (SLL), the developer of the South Lathrop Commerce Center (SLCC) project, requires SLL to pay certain transportation related fees and/or otherwise fund specified Public Facilities and Infrastructure; and

**WHEREAS**, on March 11, 2019, the City Council approved reimbursement agreements for public improvements that included a regional outfall structure, storm drain system, sanitary sewer collection system and water line improvements; and

**WHEREAS**, the EIR for SLSP anticipated 25% of the buildings would be developed as Light Industrial, and 75% would be developed as Warehouse Industrial, with a small commercial building; and

**WHEREAS**, in order to create an impact fee, it was decided that a blended rate that averages the impacts of the two types of industrial uses anticipated would be appropriate; and

**WHEREAS**, the Agreement reflects how this blended (hybrid) rate would be implemented by the City, how the funds would be used, and recognizes that the proposed CFF fees would be the limit of the City transportation fees; and

**WHEREAS**, the agreement confirms that the City is not expecting SLL to front the cost of Additional Interchange Work, and it establishes a reimbursement mechanism for the Interchange Work constructed by SLL in order to document the improvements and related costs that SLL will be reimbursed or credited for from the Transportation CFF already paid by SLL; and

**WHEREAS**, the City and SLL acknowledge that funds advanced by the Developer for the Interchange Work were for improvements that were included in the cost of the Transportation CFF.

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Lathrop does hereby approve an agreement with South Lathrop Land LLC for Transportation related Capital Facility Fees. This approval is contingent upon approval of the South Lathrop Specific Plan Capital Facility Fee Study, scheduled for review by City Council on October 14, 2019.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October, 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



## AGREEMENT REGARDING TRANSPORTATION-RELATED CAPITAL FACILITIES FEES FOR SOUTH LATHROP COMMERCE CENTER

This Agreement Regarding Transportation-Related Capital Facilities Fees for South Lathrop Commerce Center ("**Agreement**") is made and entered into on October 14, 2019 ("**Effective Date**") by and between the City of Lathrop ("**City**"), a municipal corporation of the State of California ("**City**") and South Lathrop Land, L.L.C., a Delaware limited liability company ("**Developer**"). City and Developer may be collectively referred to herein as the "**Parties**" or individually as a "**Party**".

### RECITALS

A. On or about August 3, 2015, City entered into that certain *Development Agreement by and between the City of Lathrop and Richland Developers Inc. Relating to the South Lathrop Specific Plan ("DA")*, which was subsequently recorded on September 5, 2015 (Instrument No. 2015-106926) and adopted by City via Ordinance No. 18-390, in connection with the South Lathrop Specific Plan area ("**SLSP Area**"), located in the City of Lathrop, County of San Joaquin, for purposes of developing a master planned business park that includes, among other things, industrial and logistics uses, ancillary highway commercial uses, various open space uses, and related on- and off-site improvements (collectively, "**Project**" or "**South Lathrop Commerce Center**").

B. On or about April 18, 2016, the City Council approved Vesting Tentative Parcel Map No. 15-94 for the Project Site (as that term is defined below) pursuant to Resolution No. 16-4059 ("**VTPM**").

C. On or about March 2, 2018, Developer acquired in fee, land within the SLSP Area ("**Project Site**") from Richland Developers Inc., ("**Richland**"), the previous developer and property owner who originally entered into the DA with City. In so doing, Developer assumed the rights and obligations of Richland under the DA with respect to the Project Site and the Project as set forth more fully in that certain *Assignment and Assumption Agreement* (dated March 2, 2018).

D. On or about August 8, 2018, the City of Lathrop Planning Commission adopted Planning Commission Resolution No. 18-25 adopting the First Addendum to the SLSP EIR, Planning Commission Resolution No. 18-26 approving Minor Specific Plan Amendment No. SPA-18-51 to the SLSP, and Planning Commission Resolution No. 18-27 approving Site Plan Review No. SPR-18-47 for the proposed South Lathrop Commerce Center Phase 2 Project.

E. Parcel Map 17-01, containing nine (9) commercial/industrial lots, was approved by the City Council on September 10, 2018 ("**Parcel Map**") after City confirmed that the Parcel Map was in substantial compliance with the VTPM. The Parcel Map was subsequently recorded on October 23, 2018.

F. Among other things, the DA includes obligations that Developer pay certain transportation-related fees and/or otherwise fund specified Public Facilities and Infrastructure (as that term is defined in the DA) pursuant to the terms and conditions set forth therein. In addition, there are obligations related to payment of transportation-related fees and/or funding set forth in the Project's conditions of approval ("**COA**") and in various mitigation measures in the Project's adopted

Mitigation Monitoring and Reporting Program (“**MMRP**”) that were identified in connection with certification of the Project’s Environmental Impact Report (SCH No. 2013012064) (“**SLSP EIR**”). For purposes of this Agreement, all of the foregoing local transportation-related fee and funding obligations shall be referred herein collectively as the “**Transportation CFF**”.

G. In connection with the implementation of the Project, the Parties have worked collaboratively to fairly and accurately determine how to calculate, apply and satisfy the Transportation CFF. One option is to create separate Transportation CFFs for the two (2) types of industrial uses that were anticipated to be in the Project (as further described in the SLSP EIR): Light Industrial and Warehouse Industrial, which would have involved applying different trip rates. The second option is to create a hybrid trip rate for an average industrial user, and charge that rate to all Project users (“**Hybrid Approach**”). After due consideration, the Parties have determined that the Hybrid Approach is appropriate, in that it accurately and fairly reflects the anticipated Project uses; it ensures that the anticipated Interchange Work (as that term is defined below) is fully funded (assuming the Project is fully built out as currently anticipated); and provides certainty to the Parties as to the total amount of Transportation CFF that will be imposed on the Project and received by City. Once payment of the Transportation CFF is made pursuant to the terms and conditions set forth herein, then Developer will have fulfilled all of its obligations under the DA, the COA, the MMRP and City’s Municipal Code with respect to the Transportation CFF and will have no further obligation to City in this regard.

H. Developer has spent substantial funds to prepare the Project Study Report – Project Development Support (“**PSR-PDS**”) and related Caltrans permitting costs associated with the necessary Caltrans encroachment permit for the SR-120/Yosemite Avenue Interchange (design, engineering, construction, project management, City fees (including inspection and City staff time and costs), SWPPP costs, development fee and other related costs of developing and constructing the improvements to the eastbound off-ramp from the SR-120 at Yosemite Avenue and also to Yosemite Avenue as it travels under the SR-120 and other related improvements, which were shown in previously City submitted plans approved by City and Developer, with the foregoing work nearing completion of construction (collectively, “**Interchange Work**”). Developer is anticipating reimbursement of a portion of those funds from Transportation CFF funds they have already paid for their first building, and credit toward future Transportation CFF for the balance.

I. The Parties desire to enter into this Agreement to memorialize the terms and conditions under which Developer will pay the Transportation CFF, which will satisfy all Developer obligations under the DA, the COA, the MMRP, and the City’s Municipal Code with regard to said funding, as well as set forth how City will interpret and apply all obligations related thereto during implementation of the Project. The Parties also desire to memorialize the terms and conditions under which Transportation CFF already paid by Developer will be reimbursed and/or credited for the funds spent toward PSR-PDS and Interchange Work.

NOW, THEREFORE, for good and valuable consideration, City and Developer agree as follows:

## AGREEMENT

1. Recitals. The recitals set forth above are true and correct and made a part of this Agreement.

2. Scope of Transportation CFF. Consistent with Recital F above, the Project's Transportation CFF shall consist of all City Local Transportation Fees, including, without limitation, all fees associated with off-site City-related intersection improvements described in the Project's discretionary entitlements including, without limitation, the DA, the COA, and the MMRP, as well as any and all costs associated with the Interchange Work and all other transportation-related fees provided for in the City's Municipal Code. Provided, however, that the scope of the Transportation CFF shall not include any County-imposed regional transportation-related fees such as the Regional Transportation Impact Fee (imposed by San Joaquin Council of Governments) or the San Joaquin County Capital Facilities Fee (collectively, "**County Transportation Fees**") that could otherwise be lawfully imposed on the Project. Notwithstanding anything to the contrary in the foregoing, the parties acknowledge and agree that this Agreement does not change or in any way affect Developer's obligation to pay any applicable County Transportation Fees in connection with the Project.

3. Amount of Transportation CFF. The Transportation CFF for the Project shall be One Thousand Three Hundred Twenty-Three Dollars (\$1,323) per one thousand (1,000) square feet ("**SF**") of industrial building space. Based on currently approved plans for the Project, this equates to a total amount of Seven Million Eight Hundred Thirty-Eight Thousand Two Hundred Seventeen Dollars (\$7,838,217), which was calculated as follows:  $\$1,323 \times 4,775,000$  SF (for all types of industrial uses) +  $\$20,277 \times 75,000$  SF (for the remaining commercial uses), as identified in the 2019 South Lathrop Specific Plan Capital Facilities Fees Study. Under no circumstances shall Developer be required to pay more than the total amount of Seven Million Eight Hundred Thirty-Eight Thousand Two Hundred Seventeen Dollars (\$7,838,217) ("**Transportation CFF Cap**"), except that the Transportation CFF Cap may be increased to reflect inflation, to be calculated using the Engineering News Record Construction Cost Index ("**ENR/CCI**"). Commencing in January 2021 and annually thereafter, said inflationary increase shall be updated by City in January of each year, with the year and month of approval (which shall be October 2019) being the baseline against which to calculate said inflation increase. Furthermore, the Transportation CFF Cap shall be reduced as set forth in Section 4 below.

4. Building 1, Parcel 2 of Parcel Map 17-01 Transportation CFF Payment. With respect to an existing approximately One Million One Hundred Thirty Five Thousand Six Hundred and Thirty Five (1,135,635) SF warehouse building ("**Building 1**") on the Project Site, Developer has already fully entitled Building 1 and paid all relevant fees including, without limitation, the applicable Transportation CFF and the applicable County Transportation Fees (inclusive of the applicable Transportation CFF payment) related thereto. Developer has completed all of its City-related obligations relative to the construction and completion of Building 1, as evidenced by City's issuance to Developer of a Certificate of Completion for Building 1, which documents City's confirmation that all conditions have been fulfilled by Developer relative to Building 1. Building 1 has been fully leased to the tenant, Wayfair. At the time City approved the building permit for Building 1, it calculated the

applicable Transportation CFF for Building 1, which Developer fully paid to City in the amount of Nine Hundred Nineteen Thousand, Eight Hundred Seventy Eight Dollars and Ninety Three Cents (\$919,878.93) ("**Wayfair Payment**"), which constituted full satisfaction of the Transportation CFF due for the Building 1 as an industrial warehouse use.

Accordingly, in order to be consistent with the new Hybrid Approach for calculating the Project's Transportation CFF, City agrees that the Wayfair Payment shall be increased to match the amount that would have been required to have been paid to City if said approach had been used to calculate the Transportation CFF for Building 1 at the time the relevant building permit was sought, and that this increased amount shall be credited against the outstanding Transportation CFF due for the remainder of the Project. Based on currently approved plans as well as the existing Building 1's SF (which is 1,135,653 SF), the Transportation CFF would have been \$1,502,469 if the currently imposed CFF were in effect at the time the building permit were issued. This means that the total remaining portion of the Project's Transportation CFF due is Six Million Three Hundred Thirty-Five Thousand, Seven Hundred and Forty-Eight Dollars (\$6,335,748) ("**Anticipated Remaining Transportation CFF**").

5. Application of Hybrid Approach. In accordance with the Parties' mutual determination that the Hybrid Approach reflects a reasonable estimation of the anticipated types of Project users and to ensure sufficient certainty regarding the Transportation CFF as contemplated herein, City shall not seek to impose any transportation-related fees or other funding requirements that exceed the Transportation CFF Cap (subject only to the allowable ENR/CCI increase pursuant to Section 3 above) regardless of the ultimate Project user mix.

6. No Obligation to Make Up Shortfall. At such time as the Project is fully built out, if the entire amount of the Anticipated Remaining Transportation CFF (i.e., \$6,335,748) has not been paid (e.g., because the Project ultimately contained less building SF than originally approved and/or the commercial uses were not built out as anticipated), Developer shall have no obligation under any circumstances to make up any such shortfall. The Parties acknowledge this Section 6 is appropriate since the Project's ultimate build out would not be generating the anticipated transportation-related impacts.

7. Interchange Work.

(a) Interchange Work. City acknowledges that Developer previously advanced the costs associated with the Interchange Work described in more detail in Recital H above.

(b) No Obligation to Advance or Fund Additional Interchange Work. Developer shall not be required to advance or otherwise fund any costs for any additional work involved with the additional SR-120 interchange phasing work (collectively, "**Additional Interchange Work**") (whether it may be soft costs, hard costs, entitlement, design, planning, environmental review and/or any other related interchange costs), other than the amount(s) for which Developer has already entered into contracts to pay as of the Effective Date. Provided, however, that if Developer, in its sole and absolute discretion, agrees to advance any such Additional Interchange Work, Developer shall receive full fee credit for said costs against any remaining Transportation CFF that would otherwise be imposed on the Project.

(c) City Prioritization and Commitment of Collected CFF Fees. The Parties acknowledge that a lack of funding could result in the Additional Interchange Work being delayed and thus additional congestion could occur until sufficient funds are collected to pay for any outstanding costs related thereto and the Additional Interchange Work is completed. To help ameliorate this potential delay and related congestion, City shall commit all Transportation CFF funds designated for the interchange and collected from the Project as well as from the Lathrop Gateway Business Park Specific Plan area ("**Gateway**") for the Additional Interchange Work on advance design, environmental review and hard and soft construction costs. Notwithstanding anything in the foregoing to the contrary, the Parties acknowledge and agree that City does not and cannot guarantee that the Additional Interchange Work will be constructed in time to avoid any such congestion.

(d) Reimbursement and/or Credit from Transportation CFF Already Paid. The Parties acknowledge that funds advanced by Developer for the Interchange Work were for improvements that were included in the costs of the Transportation CFF. Therefore, Developer is anticipating reimbursement of those funds from Transportation CFF funds that Developer has already paid for its first (1st) building, and credit toward future Transportation CFF for the balance. The PSR-PDS has been formally approved by Caltrans, and is complete. Developer shall provide reasonable documentation of actual costs incurred for the Interchange Work (which may include, among others, unconditional lien releases, invoices, proof of payment, confirmation on letterhead form relevant contractor(s)/subcontractor(s) of payment, and/or any other reasonable documentation similar in detail and content as previously provided to City). The information for the PSR-PDS can be provided now, and the information for the Interchange Work should be provided at the same time Developer offers the Interchange Work to City Council for acceptance. Upon receipt by City of confirmation of payment toward that effort, City shall reimburse Developer for said funds confirmed as spent, up to a maximum of the cost of the PSR-PDS included in the approved Transportation CFF. These funds shall be deducted from the Wayfair Payment (\$919,878.93). Regarding the Interchange Work, once the City Council has approved that work, and accepted for maintenance the portion of those improvements within City's maintenance responsibility (under State Route 120 on Yosemite Avenue), and upon the receipt by City of confirmation of payment (as described above) toward that effort, City shall reimburse Developer for funds confirmed as spent, up to a maximum of the cost of the Interchange Work, from the remainder of the Wayfair Payment (\$919,878.93) not reimbursed for the PSR-PDS. The Parties anticipate that the total of the PSR-PDS plus the remaining portions of the Interchange Work will exceed the Wayfair Payment, resulting in remaining unreimbursed costs ("**Remaining Unreimbursed Costs**") calculated as PSR-PDS costs + Interchange Work Costs – Wayfair Payment. The Remaining Unreimbursed Costs shall be considered a remaining credit toward future Transportation CFF. When Developer applies for the next building permit for the Project, Developer shall receive a credit in the amount of those Remaining Unreimbursed Costs. The Wayfair Payment and Remaining Unreimbursed Costs shall be inflated each year, consistent with the inflation index of the Transportation CFF.

This Section 7 shall survive termination of this Agreement.

8. Satisfaction of All Local Transportation-Related Fee Obligations. Developer's payment of the Transportation CFF in accordance with the terms and conditions of this Agreement shall constitute full satisfaction of all of Developer's fee and funding obligations with respect to the Project's transportation-related impacts under the DA (including, without limitation, DA Sections 5.04.2, 6.02, and 10.04 and Article 11), the MMRP (including, without limitation, Mitigation Measures 3.14-1, 3.14-2, 3.14-6, 3.14-7, 3.14-8 and 3.14-9), the COA, and the City's Municipal Code, and under no circumstances shall City seek to impose any transportation-related fees other than the Transportation CFF due under Section 2 above, whether any such fees are currently in place as of the Effective Date or later adopted.

9. No Conflict. This Agreement reflects the Parties' agreement as to the appropriate interpretation of the Project's Transportation CFF obligations under the DA, the COA, the MMRP, and the City's Municipal Code. In the event of any conflict between this Agreement and a provision of any of the foregoing, this Agreement shall control.

10. Term of Agreement; Termination. This Agreement shall commence on the Effective Date and shall terminate when Developer pays the total outstanding balance of \$6,268,051 (as adjusted for inflation by the ENR/CCI Transportation CFF due hereunder, or pays the then-current Transportation CFF due pursuant to the terms and conditions hereunder for the final building anticipated in the Project, subject to the obligations set forth in Section 7 above which shall survive termination of this Agreement. At such time as the foregoing occurs, City shall: (a) notify Developer in writing that its obligations hereunder have been fully satisfied; (b) provide Developer with reasonable documentation to confirm the satisfaction of said obligations; and (c) inform Developer that City intends to terminate this Agreement within thirty (30) days of receipt of said notice ("**Termination Notice**"). Notwithstanding anything to the contrary in the foregoing, Developer may dispute said Termination Notice and/or the documentation submitted in connection therewith by providing notice to City of same. Any such notice from Developer shall include reasonable documentation identifying the outstanding obligations under this Agreement.

11. Indemnification. Developer, on its own behalf, and on behalf of any successor(s) in interest, agrees to defend and indemnify City against any third party action, claim, counterclaim, suit or demand (collectively, "**Claims**") that challenges City's approval and/or implementation of this Agreement. Said indemnification shall include the costs of City to defend, pay and satisfy any such Claims including necessary expenses of investigation, attorneys' fees and costs.

12. Applicable Law. This Agreement shall be governed by the laws of the State of California.

13. Binding Effect. This Agreement is for the benefit of and shall be binding upon both Parties and their respective successors, heirs, executors, administrators, assigns and successors in interest.

14. Payments to Developer. All payments due to Developer hereunder shall be sent to the following address or at such other address as Developer shall from time to time specify in writing to City:

South Lathrop Land, L.L.C.  
527 W 7th Street, Suite 308  
Los Angeles, CA 90014  
Attn: Philip J. Prassas

15. Assignment. Developer shall have the right, in its sole discretion, to assign its rights and obligations under this Agreement in whole or in part upon thirty (30) day' prior written notice to City. So long as Developer provides the foregoing notice and a copy of a fully executed Assignment and Assumption Agreement between Developer and its assignee, then Developer shall thereafter be released from any and all obligations hereunder so assigned and the assignee shall have any and all rights and obligations so assumed.

16. Notices. For purposes of this Agreement, "**notice**" means any notice, demand, request, or other communication to be provided under this Agreement. All notices shall be in writing and shall be sent to the below addresses or at such other addresses as either Party may later specify for that purpose. All notices required or permitted under this Agreement shall be personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or UPS, with charges prepaid for next business day delivery, addressed to the Parties as follows:

If to City: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330  
Attn: City Clerk  
Email: [website\\_cco@ci.lathrop.ca.us](mailto:website_cco@ci.lathrop.ca.us)

With a concurrent copy to: City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330  
Attn: Salvador Navarrete, City Attorney  
Email: [snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)

If to Developer: South Lathrop Land, L.L.C.  
527 W 7th Street, Suite 308  
Los Angeles, CA 90014  
Attn: Philip J. Prassas  
Email: [pprassas@chindustrial.com](mailto:pprassas@chindustrial.com)

With a concurrent copy to: Nadia Costa  
Miller Starr Regalia  
1331 North California Blvd., Fifth Floor  
Walnut Creek, CA 94596  
Email: [nadia.costa@msrlegal.com](mailto:nadia.costa@msrlegal.com)

The date of any notice shall be the date of receipt; provided, however, that rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either Party may change its address for notice by giving notice to the other Party in accordance with this Section 16.

17. Amendments. Any modifications to this Agreement shall be in writing and signed by authorized representatives of both Parties.

18. Attorney's Fees and Venue. In the event of a dispute arising under this Agreement, the prevailing Party shall be entitled to an award against the other Party of reasonable attorney's fees and costs incurred in connection with the dispute. The venue for any litigation shall be in San Joaquin County, California.

19. Cumulative Rights; Waiver. The failure by either Party to exercise, or delay in exercising any rights under this Agreement, shall not be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. A waiver of any provision or a waiver of any breach of any provision of this Agreement must be in writing, and a waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement.

20. Severability. If any provision of this Agreement is deemed by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

21. Headings. All headings herein are inserted only for convenience and ease of reference and are not considered in the construction or interpretation of any provision of this Agreement.

22. Signing Authority. The individuals signing this Agreement represent and agree that they have full and actual authority to bind their respective Parties to this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matters. This Agreement supersedes all proposals, oral and written, and all negotiations, conversations or discussions heretofore and between the Parties related to the subject matters of this Agreement.

24. No Third- Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

25. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

[Signatures to follow on next page]



IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

**CITY**

**DEVELOPER**

**CITY OF LATHROP,**  
a California municipal corporation

**SOUTH LATHROP LAND, L.L.C.,**  
a Delaware limited liability company

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

By: CHI West 109 South Lathrop Land, L.P.,  
a Delaware limited partnership  
its managing member

By: CHILTH GP, L.L.C.,  
a Delaware limited liability company,  
its general partner

By: \_\_\_\_\_  
Philip J. Prassas  
Vice President

**ATTEST:**  
**City Clerk of and for the City of Lathrop,**  
State of California

By: \_\_\_\_\_  
Teresa Vargas  
City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Salvador Navarrete  
City Attorney



**ITEM 4.17**

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE AMENDMENT NO. 1 WITH DAVID SILVA  
DBA SILVA LANDSCAPE FOR MAINTENANCE  
SERVICES OF NEW PARKS AND STREETSCAPES**

**RECOMMENDATION: Adopt Resolution to Approve Amendment No.1 with  
David Silva DBA Silva Landscape for Maintenance  
Services of New Parks and Streetscapes**

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**SUMMARY:**

The City uses contracted landscape maintenance services to ensure that the City's parks and streetscapes are properly maintained for public safety and properly cared for. Silva Landscape is currently contracted with the City of Lathrop for landscape maintenance of parks and streetscapes within the City. A contract amendment in the amount of \$34,800 with Silva Landscape is needed for FY 19/20 to add new public landscape areas and parks. The City of Lathrop is in the process of accepting these projects and will need to start normal maintenance on them after they are approved by Council.

In addition, future landscape costs are estimated to be \$191,000 for FY 20/21 for new public landscape areas and parks to be accepted by the City in FY 20-21.

**BACKGROUND:**

In August 2017 the contract for the parks and streetscape landscape services was competitively bid in accordance with the Public Contract Code. Silva Landscape was determined to be the lowest, responsive, and responsible bidder. City Council awarded the contract to Silva Landscape in September 2017, and on July 1, 2018 their contract was extended for an additional two years. Given that Silva Landscape is the City's landscape areas maintenance contractor for all of the City's parks and streetscapes, Staff recommends a contract amendment to add maintenance of the new parks and landscapes until the contract termination date of June 30, 2020, with contract option to extend to June 30, 2024.

At the request of staff, Silva Landscape has provided proposals for providing additional landscape services to new public landscape areas and parks. On June 30, 2019 Silva Landscape provided a proposal to provide additional landscape services for a cost of \$34,800 through June 30, 2020 and for a future cost not to exceed \$191,00 in FY 20/21.

**REASON FOR RECOMMENDATION:**

Amendment No. 1 is needed with Silva Landscape to maintain new parks and streetscapes that were constructed and accepted after Silva's initial contract.

**CITY MANAGER'S REPORT** **PAGE 3**  
**OCTOBER 14, 2019 CITY COUNCIL MEETING**  
**APPROVE AMENDMENT NO.1 WITH SILVA LANDSCAPE FOR MAINTENANCE**  
**SERVICES OF NEW PARKS AND STREETSCAPES**

**FISCAL IMPACT:**

The cost of Silva Landscape's contract amendment is \$34,800 through June 30, 2020. The Central Lathrop CFD 2019-2 Fund 2680 will cover \$3,600 of the cost. The Street Trees Fund 2080 will cover the remaining \$31,200 cost. However, Fund 2080 does not have sufficient funds to cover the entire \$34,800 increase in FY 19/20, therefore, a budget amendment is required to cover the cost of the Silva Landscape contract amendment. Additionally, the cost of adding the landscape maintenance of future City parks and streetscapes is \$191,000 for FY 20/21. Therefore, the following budget amendment is being requested for FY 19/20 and FY 20/21.

Staff is requesting City Council approve a budget amendment for FY 19/20 as follows:

Increase Appropriation

|                      |          |
|----------------------|----------|
| 2080-50-11-420-27-00 | \$16,200 |
| 2570-50-63-420-27-00 | \$4,400  |
| 2680-50-55-420-27-00 | \$8,800  |

Staff is requesting City Council approve a budget amendment for FY 20/21 as follows:

Increase Appropriation

|                      |           |
|----------------------|-----------|
| 2080-50-11-420-27-00 | \$16,200  |
| 1060-19-10-420-27-00 | \$24,200  |
| 2570-50-63-420-27-00 | \$26,400  |
| 2680-50-55-420-27-00 | \$105,600 |

**ATTACHMENTS:**

- A. Resolution to Approve Amendment No.1 with David Silva DBA Silva Landscape for Maintenance Services of New Parks and Streetscapes
- B. Amendment No.1 Pursuant to the Contract Dated September 1, 2017 with David Silva DBA Silva Landscape to provide Landscape Maintenance Services for Parks and Streetscapes

**CITY MANAGER'S REPORT** **PAGE 4**  
**OCTOBER 14, 2019 CITY COUNCIL MEETING**  
**APPROVE AMENDMENT NO.1 WITH SILVA LANDSCAPE FOR MAINTENANCE**  
**SERVICES OF NEW PARKS AND STREETSCAPES**

**APPROVALS:**

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager


10/8/2019  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

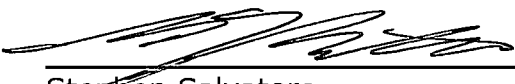
10-8-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10/9/19  
Date

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

10-8-19  
Date

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

10.9.19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT AMENDMENT WITH DAVID SILVA DBA SILVA LANDSCAPE FOR MAINTENANCE SERVICES OF NEW PARKS AND STREETSCAPES**

**WHEREAS**, the City uses contracted landscape maintenance services to ensure that the City's parks and streetscapes are maintained for public safety and properly cared for; and

**WHEREAS**, in August, 2017 the contract for the parks and streetscape landscape services was competitively bid in accordance with the Public Contract Code, and David Silva DBA Silva Landscape (Silva Landscape) was determined to be the lowest, responsive, responsible bidder; and

**WHEREAS**, City Council awarded the contract to Silva Landscape in September, 2017, and on July 1, 2018 their contract was extended for an additional two years; and

**WHEREAS**, a contract amendment with Silva Landscape is needed to add new parks and public streetscape landscape areas; and

**WHEREAS**, the cost of the contract amendment with Silva Landscape is \$34,800 through June 30, 2020 and funds for the landscape park and streetscape need to be appropriated for the Fiscal Year 2019-2020 budget; and

**WHEREAS**, the cost of the contract amendment with Silva Landscape will not exceed \$191,000 through the Fiscal Year 2020-2021 and funds for the landscape park and streetscape need to be appropriated for the Fiscal Year 2020-2021 budget; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve a contract amendment with Silva Landscape for a cost not to exceed \$34,800 through June 30, 2020 and a cost not to exceed \$191,000 through June 30, 2021 for landscape services to the new parks and streetscapes; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve the following budget amendment for FY 19/20 to appropriate the following funds:

Increase Appropriation

|                      |          |
|----------------------|----------|
| 2080-50-11-420-27-00 | \$16,200 |
| 2570-50-63-420-27-00 | \$4,400  |
| 2680-50-55-420-27-00 | \$8,800  |

and;

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop does hereby approve the following budget amendment for FY 20/21 to appropriate the following funds:

Increase Appropriation

|                      |           |
|----------------------|-----------|
| 2080-50-11-420-27-00 | \$16,200  |
| 1060-19-10-420-27-00 | \$24,200  |
| 2570-50-63-420-27-00 | \$26,400  |
| 2680-50-55-420-27-00 | \$105,600 |



The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October 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**

**AMENDMENT NO. 1**

**PURSUANT TO THE CONTRACT DATED SEPTEMBER 1, 2017 WITH  
DAVID SILVA DBA SILVA LANDSCAPE TO PROVIDE LANDSCAPE  
MAINTENANCE SERVICES FOR PARKS AND STREETSCAPES**

**TO PROVIDE ADDITIONAL LANDSCAPE  
SERVICES FOR NEW PARKS AND NEW STREETSCAPES**

This Amendment (hereinafter "AMENDMENT NO. 1") to the agreement between David Silva DBA Silva Landscape and the City of Lathrop dated September 1, 2017, (hereinafter "AGREEMENT") dated for convenience this **October 14, 2019**, is by and between David Silva DBA Silva Landscape ("CONTRACTOR") and the CITY OF LATHROP, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, professional Landscape Maintenance Services are needed to maintain City parks and streetscapes throughout the City of Lathrop; and

**WHEREAS**, on September 1, 2017 CONTRACTOR and CITY entered into an AGREEMENT to provide landscape services for parks and streetscapes not to exceed \$686,568; and

**WHEREAS**, on June 30, 2019 CONTRACTOR provided CITY with a scope of work to provide additional landscape services for new parks and new streetscapes that have been accepted by the City, at a cost not to exceed \$34,800 through June 30, 2020; and

**WHEREAS**, CONTRACTOR provided CITY with a scope of work to provide additional future landscape services for new parks and new streetscapes that will be accepted by the City in FY 20/21, at a cost not to exceed \$191,000; and

**NOW, THEREFORE**, CONTRACTOR and CITY agree as follows;

**AMENDMENT NO. 1 to CONTRACT AGREEMENT**

- (1) **Scope of Service.** Section (1) of the CONTRACTOR AGREEMENT is hereby amended to add the following:

CITY OF LATHROP – CONTRACTOR SERVICES AGREEMENT WITH DAVID SILVA DBA SILVA LANDSCAPE TO PROVIDE ADDITIONAL LANDSCAPE SERVICES FOR NEW PARKS AND STREETSCAPES – AMENDMENT NO. 1

CONTRACTOR agrees to perform services in accordance with the scope of work and fee proposal provided by CONTRACTOR, attached hereto as Exhibit “A” and incorporated herein by reference. CONTRACTOR agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction.

**(2) Compensation. Section (2) of the CONTRACTOR AGREEMENT is hereby amended as follows:**

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **\$34,800** through **June 30, 2020**, and for a sum not to exceed **\$191,000** through **June 30, 2021** for the landscape services as set forth in Exhibit “A” of this AMENDMENT NO. 1. CONTRACTOR shall be paid within thirty (30) days of receipt of progress billings containing all information contained in Paragraph 5 of the original AGREEMENT. In no event shall CONTRACTOR be entitled to compensation for work not included in the original scope of work, and this AMENDMENT NO. 1 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY’S Authorized Representative prior to the commencement of the work.

**(3) Effective Date and Term. Section (3) of the CONTRACTOR AGREEMENT is hereby amended as follows:**

The effective date of AMENDMENT NO. 1 is **October 14, 2019**, and it shall terminate no later than the term of the Contract Agreement. All other terms of the original Contract Agreement shall remain in full force and effect.

**(4) Applicability to Original CONTRACTOR AGREEMENT**


All terms and conditions set forth in the Contract Agreement dated September 1, 2017 are still in effect and are incorporated by reference herein.

**(5) Signatures**

The individuals executing this AMENDMENT NO. 1 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 1 on behalf of the respective legal entities of the CONTRACTOR 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 – CONTRACTOR SERVICES AGREEMENT WITH DAVID SILVA  
DBA SILVA LANDSCAPE TO PROVIDE ADDITIONAL LANDSCAPE SERVICES FOR  
NEW PARKS AND STREETSCAPES – AMENDMENT NO. 1

Approved as to Form: City of Lathrop  
City Attorney

  
\_\_\_\_\_  
Salvador Navarrete Date 10-8-19

Recommended for Approval: City of Lathrop  
Assistant Public Works Director

\_\_\_\_\_  
Michael King Date

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

\_\_\_\_\_  
Stephen J. Salvatore Date

CONTRACTOR: David Silva DBA Silva Landscape  
PO Box 607  
Patterson, CA 95363

Fed ID # \_\_\_\_\_  
Lathrop Bus License # \_\_\_\_\_

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

\_\_\_\_\_  
(Print Name and Title)



Silva Landscape  
 PO Box 607  
 Patterson, CA 95363  
 (925) 413-3192  
 davidsilva@wildblue.net

## Current Proposal

**ADDRESS**

City of Lathrop  
 390 Towne Centre Drive Lathrop,  
 CA 95330

**PROPOSAL # 1918**

**DATE 09/19/2019**

**CURRENT AREA**

New Contract Areas

Currently maintaining

| SERVICES                      | AMOUNT   |
|-------------------------------|----------|
| Lathrop Road - Per Month      | 2,600.00 |
| CLSP Pump Station - Per Month | 300.00   |
| CTF (No Cost)                 |          |
| LAS3 (No Cost)                |          |

Approved by \_\_\_\_\_ **TOTAL** **\$2,900.00**

Accepted By

Accepted Date



Silva Landscape  
PO Box 607  
Patterson, CA 95363  
(925) 413-3192  
davidsilva@wildblue.net

# Future Proposal

**ADDRESS**

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

**PROPOSAL # 1917**  
**DATE 09/01/2019**

**FUTURE AREA**

New Contract Areas

**PARKS**

| SERVICES                                         | AMOUNT   |
|--------------------------------------------------|----------|
| Mossdale South Park(Aprox 4.5 Acres) - Per Month | 2,200.00 |
| GC-CLSP Park Site (Aprox 4.5 Acres) Per Month    | 2,200.00 |
| CLSP Street Scape- Per Month                     | 8,800.00 |

Approved by \_\_\_\_\_

**TOTAL**

**\$13,200.00**

Accepted By

Accepted Date

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL MEETING**

**ITEM: APPROVE AGREEMENT FOR INDUSTRIAL  
PRETREATMENT PROGRAM (IPP)**

**RECOMMENDATION: Adopt Resolution Approving an Agreement with  
Veolia Water North America West, Inc., for the  
Administration of the Industrial Pretreatment  
Program (IPP)**

---

**SUMMARY:**

The Industrial Pretreatment Program (IPP) monitors commercial and industrial sewer dischargers in the City and is needed to maintain compliance with the Waste Discharge Requirement permits issued by the Regional Water Quality Control Board for the Lathrop Consolidated Treatment Facilities (LCTF).

Veolia Water North America West, Inc., (Veolia) has provided services to administer the City's IPP for the past several years. The current IPP agreement is set to expire on October 19, 2019. Veolia maintains a staff of qualified personnel at the LCTF who can efficiently administer the City's IPP program.

Therefore, staff requests approval for a new agreement for Veolia to continue administering the City's IPP Program for a cost of \$130,296 to be paid in 24 monthly installments of \$5,429 over the two-year contract term. The contract has provisions to annually renew the agreement for up to an additional three years. Sufficient funds were included in the 2019-20 fiscal year budget.

**BACKGROUND:**

Veolia has acted as the City's Professional Pre-Treatment coordinator for the IPP program for the past several years. The program consists of the following professional services: review sewer discharge permit applications and plans, inspect dischargers, draft and issue notices of violation, Fats/Oil/Grease (FOG) monitoring, and other items related to the enforcement of the City's sewer use ordinance and wastewater operating permit compliance.

The IPP program is implemented Citywide to identify dischargers that are non-compliant with the Lathrop Municipal Code and Waste Discharge Permit Requirements (WDR's).

In addition, the Fats, Oils, and Grease (FOG) program is a component required by the City's Sanitary Sewer Management Plan (SSMP). The FOG program is implemented to prevent dischargers from discharging grease into the sanitary sewer collection system which can cause sewer blockages and have an adverse effect on the sanitary sewer treatment facilities.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL MEETING**  
**APPROVE AGREEMENT FOR INDUSTRIAL PRETREATMENT PROGRAM (IPP)**

Maintenance of both IPP and FOG programs is required to maintain compliance with the City's agreement with Manteca for discharge to the Manteca wastewater treatment facility as well as to insure compliance with the WDR's associated with the LCTF.

Staff recommends that a new agreement be approved in the amount of \$130,296 to be paid in 24 monthly installments of \$5,429. The initial term of the agreement is for two years with an option to annually renew the agreement for up to an additional three years.

**RECOMMENDATION:**

The IPP program is needed to monitor all commercial and industrial businesses in the City, and maintain compliance with the Waste Discharge Requirement (WDRs) permits issued by the Regional Water Quality Control Board for the LCTF. Veolia maintains staff with expertise in IPP and FOG program development and implementation and has satisfactorily administered the City's IPP for the past several years.

Therefore, staff requests approval for a new agreement for Veolia to continue administering the City's IPP Program for a cost of \$130,296 to be paid in 24 monthly installments of \$5,429. The initial term of the agreement is for two years with an option to annually renew the agreement for up to an additional 3 years.

**FISCAL IMPACT:**

The cost of the agreement for Veolia to administer the City's IPP program is \$130,296 to be paid in 24 monthly installments of \$5,429 and are budgeted for FY 2019-20 in the following funds: Wastewater Fund 6010 (40%), Crossroads Wastewater Fund 6050 (40%), and the Recycled Water Fund 6080 (20%).

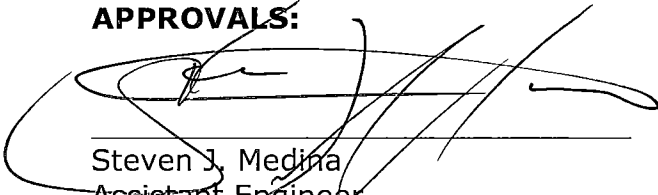
**ATTACHMENTS:**

- A. Approving an Agreement with Veolia Water North America West, Inc., for the Administration of the Industrial Pretreatment Program (IPP)
- B. Agreement with Veolia Water North America West, Inc., for the Industrial Pretreatment Program (IPP), dated October 14, 2019



**CITY MANAGER'S REPORT**  
**OCTOBER 14, 2019, CITY COUNCIL MEETING**  
**APPROVE AGREEMENT FOR INDUSTRIAL PRETREATMENT PROGRAM (IPP)**


**APPROVALS:**

  
\_\_\_\_\_  
Steven J. Medina  
Assistant Engineer

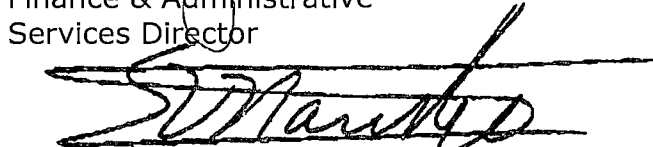
10/9/19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

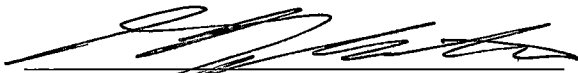
10-9-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10-9-19  
Date

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

10/9/19  
Date

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

10.9.19  
Date

**RESOLUTION NO. 19 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE RENEWAL OF AN AGREEMENT WITH VEOLIA WATER NORTH AMERICA WEST, INC., FOR THE ADMINISTRATION OF THE INDUSTRIAL PRETREATMENT PROGRAM (IPP)**

**WHEREAS**, the Industrial Pretreatment Program (IPP) monitors commercial and industrial sewer dischargers in the City and is needed to maintain compliance with the Waste Discharge Requirement permits issued by the Regional Water Quality Control Board for the Lathrop Consolidated Treatment Facilities (LCTF); and

**WHEREAS**, the IPP program is required per the Sanitary Sewer Management Plan (SSMP) and implementation of the IPP is required to maintain compliance with the Waste Discharge Permit Requirements (WDRs) for the LCTF; and

**WHEREAS**, Veolia Water North America West, Inc., (Veolia) has provided services to administer the City's IPP for the past several years; and

**WHEREAS**, services from the IPP has ensured that proper pretreatment is being done by the various commercial/industrial businesses to assure the treated water is in compliance with the Regional Board and the City's sewer ordinance limits; and

**WHEREAS**, the initial term of this agreement is for two years with an option to annually renew the agreement for up to an additional three years with a continuation of the existing fee; and

**WHEREAS**, staff recommends that a new agreement be approved in the amount of \$130,296 to be paid in 24 monthly installments of \$5,429; and

**WHEREAS**, the cost for the IPP program is to be paid using appropriations from the following funds: Wastewater Fund 6010 (40%), Crossroads Wastewater Fund 6050 (40%), and the Recycled Water Fund 6080 (20%).

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of Lathrop does hereby approve a renewal of an agreement with Veolia for administering the City's Industrial Pretreatment Program in the amount of \$130,296 to be paid in 24 monthly installments of \$5,429 dollars per month.

The foregoing resolution was passed and adopted this 14th day of October, 2019, by the following vote of the City Council, to wit:

AYES:

NOES:


ABSTAIN:

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**CITY OF LATHROP  
AGREEMENT FOR PROFESSIONAL SOURCE CONTROL PROGRAM  
SERVICES WITH VEOLIA WATER WEST OPERATING SERVICES, INC.**

**FOR CITY-WIDE INDUSTRIAL PRETREATMENT PROGRAM (IPP)**

**THIS AGREEMENT**, dated as of October 14, 2019 (this “Agreement”), is by and between Veolia Water West Operating Services, Inc., holding California Contractor License Number 866429 (“Consultant”) and the City of Lathrop, a California municipal corporation (“City”);

**RECITALS:**

**WHEREAS**, on October 20, 2014, Veolia Water West Operating Services, Inc., and the City of Lathrop entered into a service agreement for Source Control Program Services; and

**WHEREAS**, on September 19, 2016, an extension letter was issued for a period of one (1) year from October 20, 2016 to October 19, 2017; and

**WHEREAS**, on November 20, 2017, an extension letter was issued for a period of one (1) year from October 20, 2017 to October 19, 2018; and

**WHEREAS**, on November 30, 2018, an extension letter was issued for an additional one (1) year period from October 20, 2018 to October 19, 2019; and

**WHEREAS**, Consultant is specially trained, experienced, and competent to perform Source Control Program Services, which are required by this Agreement; and

**WHEREAS**, City selected Consultant pursuant to said qualifications; and

**WHEREAS**, Consultant is willing to render such Source Control Program 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 Source Control Program Services in accordance with the scope of work and fee proposal provided by Consultant and attached hereto as Exhibit “A” and incorporated herein by reference. Consultant agrees to diligently perform these services in accordance with prudent industry practices.

**(2) Compensation**

City hereby agrees to pay Consultant a sum not to exceed \$130,296, to be paid in twenty-four monthly increments of \$5,429, for Source Control Program 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. In no event shall Consultant be entitled to compensation for work not included in Scope of Services for Source Control Programs, 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.

Annual Adjustment of Service Fee. On each anniversary of the Contract adoption, the compensation shall be adjusted for the inflation in proportion to the change in the Consumer Price Index for All Urban Consumers for the Los Angeles Standard Metropolitan Statistical Area, as Published by the Bureau of Labor Statistics of the U.S. Department of Labor, or any successor to that index between the adoption of this agreement and the date of adjustment.

**(3) Effective Date and Term**

The effective date of this Agreement is October 14, 2019, and the term of the contract shall run through October 19, 2021. The City may renew this agreement under the same terms and conditions for three additional one (1) year periods, commencing on October 20, 2021 and on October 20<sup>th</sup> of each following year and terminating on October 19<sup>th</sup> of each subsequent year. The Consultant shall be given 30 days written notice of City’s intention to renew or not to renew this agreement.

**(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 the this Agreement, is an independent contractor and not an employee of 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 City.

**(5) Billings**

Consultant’s bills shall include 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 reasonably 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, upon the City providing a reason or explanation for its request.

The services shall be performed by, or under the direct supervision, of Consultant's Authorized Representative: Site Project Manager or his/her designee. Consultant shall not replace its Authorized Representative without the prior written notice to 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 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 to the City the insurance specified in subsections (a) through (c) below. 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 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 of one million dollars per occurrence 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 the most recent version of Insurance Services Office Commercial General Liability occurrence form CG 0001 and Insurance Services Office Automobile Liability form CA 0001 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 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 limitation 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 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 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, except for nonpayment.
- (c) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a) or (b) of this section of the Agreement is reduce, 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.
- (d) 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 and Limits on Liability.**

As to the Consultant's work hereunder, it is understood and greed 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, 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 defend, indemnify and hold harmless City, its officers, employees and agents (the "City Indemnified Parties") from and against any losses, 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 (collectively "Losses") that arise out of, or result from, and are related to the breach of any representation made by Consultant in this Agreement or any negligent or willful acts or omissions by the Consultant with respect to performance of Consultant's obligations under this Agreement, except to the extent that any such Losses arise from the



negligent or willful actions of the City or its agents, representatives or any third party acting on its behalf.

Consultant's liability under this Agreement, whether arising under breach of contract, damages, indemnity, tort, strict liability, or any other theory of law or equity, shall not exceed \$250,000 cumulatively and in the aggregate for the duration of this Agreement; provided that the foregoing limitation shall not apply to the extent that any Losses result from the gross negligence or willful misconduct of Consultant in the material breach of Consultant's obligations under this Agreement. Further, nothing contained in this Section (10) shall reduce or limit any party's ability to pursue or collect proceeds available from the insurance coverages specified within this Agreement.

Under no circumstances shall Consultant be liable to the City for any incidental, consequential, special, punitive, or other damages other than actual direct damages, regardless of whether such damages arise under breach of contract, tort, strict liability, or any other theory of law or equity. The foregoing limitation shall also apply to insurance required under this Agreement and shall preclude recover therefrom for incidental, consequential, special, punitive or other damages between the Consultant and the City.

Neither party nor their affiliated companies, nor the officers, agents and employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product or loss of use.

#### **(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 thirty (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:    Veolia Water West Operating Services, Inc.  
                      18800 Christopher Way  
                      Lathrop, CA 95330

                      PHONE: (209) 941-5010  
                      FAX:   (209) 941-5019

Copy To:           Veolia Water West Operating Services, Inc.  
                      53 State Street, 14<sup>th</sup> Floor  
                      Boston, MA 02109  
                      Attn: General Counsel

## **(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 or other acts or events that are outside the control of the party asserting such Force Majeure occurrence.
- (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.
- (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 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.

**(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 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

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Salvador Navarrete Date

Recommended for Approval: City of Lathrop  
Assistant Director of Public Works

---

Michael King Date

Approved By: City of Lathrop  
Reso No. 390 Towne Centre Drive  
Lathrop, CA 95330

---

Stephen J. Salvatore Date  
City Manager

Consultant: Veolia Water West Operating Services, Inc.  
18800 Christopher Way  
Lathrop, CA 95330

Fed ID # \_\_\_\_\_

Business License # \_\_\_\_\_

---

Signature Date

---

(Print Name and Title)

EXHIBIT A  
SCOPE OF SERVICES



VEOLIA WATER NORTH AMERICA – West, LLC  
18800 Christopher Way  
Lathrop, CA 95330

Tel. : 209-941-5010  
Fax: 209-941-5019

## Exhibit “A”

### Overview

The City has two Source Control Programs: 1) Industrial Pretreatment Program and 2) Fat, Oil & Grease Source Control Program. The following describes each program.

1) Industrial Pretreatment Program (IPP)

The IPP is based on federal regulations and is intended to regulate large volume and/or high strength waste discharges from significant industrial users (SIUs). IPP are typically required through the Wastewater Discharge Permits under the National Pollutant Discharge Elimination System (NPDES). The criteria for requiring a IPP is established in §403.8(a) of the Federal Code of Regulations (CFR), which were adopted by the State of California and administered by the California Regional Water Quality Control Boards (RWQCB). The current Lathrop IPP was designed in 2005. The City is actively implementing the program based on the development documents.

2) The Fat, Oil and Grease (FOG) Source Control Program

The FOG Program is based on the Sanitary Sewer Management Program (SSMP) Sanitary Sewer Overflow (SSO) Management Plan. This program is intended to prevent or reduce the FOG discharges from small volume dischargers who discharge fats, oils, or grease that solidify in the sewer collection system causing a blockage or restriction to flow resulting in a sewer backup that overflows to the environment or into a dwelling or business. This program focuses primarily on the discharges from Food Service Establishments (FSEs) (restaurants, cafeterias, food preparation locations, gas station and car wash interceptor sand traps. It may also include repair shops that have oil/water separators or in-ground oil/grease interceptors. The City adopted the FOG Source Control Ordinance and is currently implementing the program.

### IPP Scope of Work

The City contracts the program implementation (administration) to Veolia Water but retains the informal and formal enforcement actions as defined in the Sewer Use Ordinance. Program implementation shall adhere to Implementation Procedures (IMP’s) detailed here in.

1) Program Tasks

- a. *Staffing* - Veolia Water provides administrative services for five (5) Significant Industrial Users (SIUs) through the project manager. The current level of support includes assisting with distributing and reviewing industrial waste surveys, SIU application reviews, SIU permit preparation and renewals, monitoring the Crossroads

Plant for SIU contributions, industrial inspections, enforcement action planning, and general assistance as requested.

- b. *Identify New Significant Industrial Users* – these tasks include identifying new industrial dischargers that generate an industrial discharge that meets the criteria of a SIU as defined in the City’s Code of Ordinances.

The following has proven to identify new users based on a two to three cycle review:

- telephone directory surveys;
  - review of business licenses issued by the City;
  - building permit applications;
  - newspaper articles about new and/or prospective businesses to the community;
  - notification from the California Regional Water Control Board;
  - information provided by the City on new connections and new businesses provided by sewer collection maintenance crews and water distribution crews; and
  - City street surveys conducted by project staff.
- c. *Classification of New and Existing SIUs* – once a potential SIU has been identified, project staff works with the City to determine if they meet the criteria of an SIU as defined and specified in the Sewer Use Ordinance/Industrial Wastewater Regulations Ordinance No 05-254. This will follow the IPP Implementation Procedures and the preliminary waste survey be submitted to gather information needed to classify and permit a new industry.
  - d. *SIU Permitting* – the City and IPP staff will gather the information needed to prepare an SIU Wastewater Discharge Permit, and works together to prepare a draft permit. The Draft Permit will be discussed and refined to meet the needs of the City. Once the City is satisfied with the proposed draft permit, the draft will be sent to the SIU for review and comment. Following the receipt of the comments to the Draft Permit the City and IPP staff will discuss the comments for applicability. The City makes the final decision for the contents of the permit with the advice of the IPP staff and issues the final permit to the SIU.
  - e. *SIU Monitoring* – the City and IPP staff collects and evaluates monitoring of the SIU wastewater. SIU monitoring includes:
    - i. *Self-Monitoring Report Evaluation* – the self-monitoring reports are reviewed for completeness and timeliness of the reports, and compliance to the permit requirements such as numerical discharge limits, narrative prohibitions, reporting provisions, and other compliance requirements that may be part of the discharge permit. This review is documented.
    - ii. *Discharge Sampling* – the City has been notifying the SIUs to collect, and analyze the regulated pollutants discharge permit. The results of the sample analysis are evaluated and documented for compliance to the permit requirements.



- iii. *Facility Inspections* – the City schedules the inspections and the IPP staff participates in the facility inspections of the permitted industries. Inspections include all parts of the facility and records that pertain to the generation and disposal of wastes generated within the facility. Inspections will be documented and evaluated for compliance.
- f. *SIU Enforcement* – IPP staff will advise the City on the need for enforcement actions. The final decision to take action is made by the City.
- g. *Regulatory Audits and Inspections* – the current IPP is a part of the City Sanitary Sewer Management Plan (SSMP) for the SSO Waste Discharge Requirements (WDRs). Also, the City’s multi-jurisdictional agreement with Manteca may subject the City to periodic audits and inspections as part of the routine audits and inspections conducted by the Regional Board and/or US EPA. Veolia IPP staff will attend and participate in any Audit or Inspection of the City’s IPP, FOG Source Control Program, or other program, conducted by the State and/or US EPA, or their contacted agent.
- h. *Reporting and Records Retention* – All records of information and SIU contact conducted by Veolia will be maintained by Veolia and available to City staff as necessary and or requested. Record retention will be in accordance with state and federal regulations unless additional durations are formally requested by the City. Veolia will provide copies of all records to date.
- i. *Best Management Practices* – Distribution of Best Management Practices as approved by the City of Lathrop will be distributed by IPP staff during regular inspections. This BMP distribution will also include Pollution Prevention Practices and Slug Discharge Prevention where applicable.
- j. *City and IPP Staff Meetings* – Veolia and the City will have quarterly meetings to discuss IPP status and provide of new records to the City at that time.

**FOG Source Control Program Scope of Work**

The following constitutes the scope of work to be provided by Veolia Water under the FOG Source Control Program:

- 1) Program Tasks
  - a. Identify new and existing FOG dischargers.
  - b. Restaurants are inspected twice annually.
  - c. Orientation: provide orientation and training to new and existing FOG dischargers about the local FOG Source Control ordinance and the requirements of the FOG dischargers under the program. Provide the new FOG discharger with a copy of the basic Kitchen Best Management Practices.
  - d. Businesses regulated by the FOG program are required to maintain equipment, keep records on-site and submit verification receipts if maintenance is done by an outside vendor/contractor.

- e. Inspect and /or review records for Food Service Establishments (FSE) for the proper grease interceptor/trap maintenance and visual inspection of the installed interceptor/trap. Inspection should also include review of Pumping Manifests or Service Reports.
- f. All grease trap/interceptor cleaning and maintenance deficiencies to be documented after each inspection and summarized in monthly report.
- g. Issues related to dental offices and businesses with photographic developing capabilities will also be summarized in monthly reports.
- h. Work with City to establish appropriate FSE inspection goals, FSE inspected or records reviewed quarterly. Report non-compliance with FOG Source Control Ordinance during quarterly meetings.
- i. When requested inspection of FOG generators as established by the City.
- j. Notify the City representative of violations of the ordinance and provide enforcement documentation and recommendations to the City.
- k. Provide routine progress/activity reports on routine inspections and follow up enforcement inspections to the City, using the existing report format.
- l. Veolia and the City will have quarterly meetings to discuss FOG status and provide of new records to the City at that time. These meeting can be held at the same time the IPP quarterly meetings are held.
- m. Refer compliance matters to the City
- n. Above 65 FOG facilities triggers change in scope and fee adjustment

### **Permit Related Scope of Work**

The following constitutes the scope of work to be provided by Veolia Water under the FOG Source Control Program:

#### 1) Tasks

- a. Review new businesses and send permit applications (as needed).
- b. Follow up on late or non-responsive applicants w/ a single phone call and letter; *refer continued non-responsive applicants to the City.*
- c. New business reviews to be based on business license lists semi-annually provided to Veolia by the City
- d. Review permit applications and send follow up permit determination letters.
- e. Develop draft Discharge Permits for City review up to 7 active permits.

- f. Annually inspect each permitted discharger according to their respective permit requirements. Follow-up inspection as needed.
- g. Ensure monitoring performed by FGL is done according to applicable regulatory requirements and QA/QC protocols.
- h. Conduct plan reviews as necessary for new businesses and renovated commercial uses (non-engineering; recommend need for grease removal equipment, sample box, chemical containment and protection of interior drains, etc.)
- i. Review and summarize analytical data for permitted dischargers and provide compliance evaluation to the City.
- j. Review permit required self-monitoring reports for compliance
- k. Refer compliance matters to the City.
- l. Provide draft notice of violation (NOVs) to the City upon request
- m. More than 7 permitted facilities triggers change in scope and fee adjustment

#### **Miscellaneous**

- 1) Assist City with response and emergency inspections for FOG related overflows and any reported illegal/hazardous discharges. Provide follow up investigative summary to the City.
- 2) Document interactions, information exchanges and correspondence with businesses and permitted dischargers in accordance with practices which maximize legal defensibility (within framework established by City's Enforcement Response Plan, Sewer Use Ordinance and individual IU wastewater discharge permits).
- 3) Update forms currently used in IPP (permit applications, outreach materials, grease interceptor cleaning logs etc.)
- 4) Represent City in State or EPA regulatory audits and inspections.
- 5) Track water meter inspections done by, and provided by IUs or the City to verify meter calibration records are current.

#### **Other**

- 1) Storm water program elements are not within the scope of this agreement.
- 2) Document and program development is not within the scope of this agreement.

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**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVAL OF FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT (SIA) FOR 38 LOTS IN TRACT 3992 Village "V" WITHIN LAKESIDE EAST DISTRICT OF RIVER ISLANDS**

**RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 3992 Village "V" within the Lakeside East District, Totaling 38 Single Family Lots, Common Use Agreement with Island Reclamation District 2062 for a Portion of Ulrich Court and a Subdivision Improvement Agreement with River Islands Development, LLC**

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**SUMMARY:**

On June 1, 2015, the City approved an amendment to Vesting Tentative Map Tract 3694 (VTM 3694), Phase 1 of River Islands at Lathrop that revised conditions of approval for new development within Phase 1. On August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area. This action allowed minor changes in the land use pattern for VTM 3694 at the request of River Islands Development, LLC (RID).

This proposed Final Map Tract 3992 for Van Daele Homes will be the second and last tract map within the Village "V" area. Van Daele is proposing thirty-eight (38) 65' x 100' single-family lots. A Vicinity Map is included as Attachment B.

Staff recommends that the City Council approve the proposed Final Map Tract 3992, Village "V" and a Subdivision Improvement Agreement (Attachment C) with River Islands Development, LLC ("River Islands").

**BACKGROUND:**

On March 27, 2007, the City Council approved VTM 3694 and amended VTM 3694 on June 1, 2015, with updated conditions of approval. Tract 3991 as proposed by River Islands Development, LLC ("River Islands"), as the subdivider, complies with the most current conditions of approval.

As required by the City's subdivision ordinance, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee certain off-site and on-site improvements. The SIA for Tract 3991 (the first tract map within Village "V") required security (bonds, cash or equivalent) to guarantee completion of all unfinished infrastructure within Village "V".

**CITY MANAGER’S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR**  
**TRACT 3992 VILLAGE “V” TOTALING 38 SINGLE-FAMILY LOTS, CUA WITH**  
**ISLAND RD 2062 FOR PORTIONS OF ULRICH COURT AND A SIA WITH RID**

As a result, a performance bond in the amount of \$1,599,953 was posted, along with a labor and materials bond in the amount of \$799,977. The SIA for Tract 3992 reaffirms these bonds as security for all unfinished improvements within Village “V”. The SIA is included as Exhibit “A” of the proposed resolution which is included as Attachment A to this report.

The SIA also refers to the Agreement for Dedication, Inspection, and Guarantee of Streets and Public Improvements (“Off-site Agreement”) that was first approved by the City on September 30, 2013, to the extent that the Off-site Agreement is still valid for certain improvements. Tract 3992 will not trigger any additional off-site improvements and the Off-site Agreement will apply to Tract 3992 as it has to all previous final maps in River Islands with no additional security for off-site improvements. Acceptance of all public improvements will be processed by staff at a later date when the unfinished improvements are complete. At that time, River Islands will be required to post one (1) year maintenance bonds as a warranty for the completed infrastructure.

Finally, before the Final Map Tract 3992 is recorded, River Islands must also satisfy the Escrow Instructions (Attachment D) that guarantee all required fees are paid.

**REASON FOR RECOMMENDATION:**

The applicant has nearly completed street and utility improvements within Village “V” with some minor improvements left remaining. RID has posted security with the City for the unfinished improvements as required by the SIA. RID shall also provide a 10% maintenance bond to guarantee the full improvements (completed and uncompleted) for one year once the unfinished improvements are completed.

River Islands has provided the tract map, the tract improvement plans, all required documents and all fees for Tract 3992.

This includes the following documents and fees:

| <b>Documents</b>                                                                                                  | <b>Status</b> |
|-------------------------------------------------------------------------------------------------------------------|---------------|
| 1. Final Map ready for signature                                                                                  | Completed     |
| 2. Subdivision Improvement Agreement                                                                              | Completed     |
| 3. Performance Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3991         | Completed     |
| 4. Labor and Materials Security – Uncompleted Landscaping and Miscellaneous Improvements provided with Tract 3991 | Completed     |
| 5. Street Improvement, Landscape Plans                                                                            | Completed     |
| 6. Street Light, Joint Trench Plans                                                                               | Completed     |
| 7. Geotechnical Report                                                                                            | Completed     |

**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 3992 VILLAGE “V” TOTALING 38 SINGLE-FAMILY LOTS, CUA WITH ISLAND RD 2062 FOR PORTIONS OF ULRICH COURT AND A SIA WITH RID**

|             |                                                                                                                                                                                                                   |                                 |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 8.          | Agreement for Backbone Improvements and Parks (Agreement for Dedication, Inspection and Guarantee of Streets and Public Improvements)                                                                             | Completed                       |
| 9.          | Approval of 3 <sup>rd</sup> Amendment to Development Agreement that guarantees creation of CFD for City Maintenance and Shortfalls, and Guarantee of Developer CFDs for Developer/other public agency Maintenance | Completed                       |
| 10.         | Allocation of Water and Sewer capacity                                                                                                                                                                            | Completed                       |
| 11.         | Recommendation for approval from Stewart Tract Design Review Committee                                                                                                                                            | Completed                       |
| 12.         | Submitted Certificate of Insurance, Tax Letter                                                                                                                                                                    | Completed                       |
| 13.         | Submitted Preliminary Guarantee of Title                                                                                                                                                                          | Completed                       |
| 14.         | Escrow Instructions                                                                                                                                                                                               | Completed                       |
| 15.         | Lathrop Community Facilities District (CFD’s) Annexed with FM 3989 on 11/2/18                                                                                                                                     | Annexed with FM 3989 on 11/2/18 |
| 16.         | Common Use Agreement between City and Islands RD 2062 for the Stage 2A Portion of Ulrich Court                                                                                                                    | Approval Pending with this item |
| <b>Fees</b> |                                                                                                                                                                                                                   | <b>Status</b>                   |
| 1.          | Final Map plan check fee                                                                                                                                                                                          | Paid                            |
| 2.          | Improvement Plans - Plan check and inspection fees                                                                                                                                                                | Paid                            |
| 3.          | Sierra Club Settlement fee                                                                                                                                                                                        | To be paid in escrow            |

The above-noted documents and fees are required by the VTM 3694 conditions of approval prior to approval of the Final Map by City Council.

Extensive off-site improvements to serve Tract 3992 and the surrounding area have already been completed; including construction of levees, participation in construction of a Wastewater Treatment Plant (Consolidated Treatment Facility) and related storage ponds and sprayfields, purchase of SSJID surface water and construction of utility infrastructure to serve the proposed Tract. Additional off-site improvements that are required to serve this Final Map are detailed in the Off-site Agreement approved by the City Council in 2014.

There is also a need for a Common Use Agreement (CUA) between Reclamation District No. 2062 (RD 2062) and the City, since a portion of Ulrich Court shares an area with the easements recorded in favor of RD 2062 for the Stage 2A levee system. The CUA (included as Attachment E) addresses the terms and conditions to which RD 2062 can install, operate and maintain its facilities, which protects the City’s street and other utilities that are located in Ulrich Court.

**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR TRACT 3992 VILLAGE "V" TOTALING 38 SINGLE-FAMILY LOTS, CUA WITH ISLAND RD 2062 FOR PORTIONS OF ULRICH COURT AND A SIA WITH RID**

Before the Final Maps are recorded, River Islands must also satisfy the Escrow Instructions (Attachment D) that guarantee all required payments to the Sierra Club are made under the terms of the 3rd Amendment to the Development Agreement.

**BUDGET IMPACT:**

There is no budget impact to the City. All City costs are covered by development fees, and any shortfalls in City maintenance and operating costs are covered by the CFD's for maintenance. River Islands is also providing funds necessary to defray any staff time required to process their request.


**ATTACHMENTS:**

- A. Resolution Approving Final Map for Tract 3992 Village "V" within the Lakeside East District, Totaling 38 Single Family Lots, Common Use Agreement with Island Reclamation District 2062 for a Portion of Ulrich Court and a Subdivision Improvement Agreement with River Islands Development, LLC.
- B. Village "V" Vicinity Map
- C. Subdivision Improvement Agreement between the City of Lathrop and River Islands Development, LLC, a California limited liability company, for Tract 3992, Village "V"
- D. Escrow Instructions for Final Map Tract 3992 Village "V"
- E. Common Use Agreement with Island Reclamation District 2062 for a Portion of Ulrich Court



**CITY MANAGER'S REPORT** **PAGE 5**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING FINAL MAP FOR**  
**TRACT 3992 VILLAGE "V" TOTALING 38 SINGLE-FAMILY LOTS, CUA WITH**  
**ISLAND RD 2062 FOR PORTIONS OF ULRICH COURT AND A SIA WITH RID**

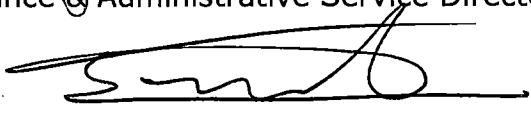
**APPROVALS**

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

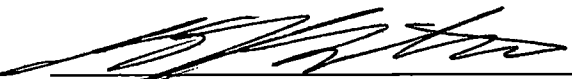
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Cari James  
Finance & Administrative Service Director

10/1/19  
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Date

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

10-1-19  
\_\_\_\_\_  
Date

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

10.3.19  
\_\_\_\_\_  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE FINAL MAP FOR TRACT 3992 TOTALING 38 SINGLE FAMILY LOTS, COMMON USE AGREEMENT WITH ISLAND RECLAMATION DISTRICT 2062 FOR A PORTION OF ULRICH COURT AND A SUBDIVISION IMPROVEMENT AGREEMENT WITH RIVER ISLANDS DEVELOPMENT, LLC**

**WHEREAS**, on March 27, 2007, the City Council approved Vesting Tentative Map No. 3694 (VTM 3694) with Conditions of Approval for a residential and commercial development that is consistent with the West Lathrop Specific Plan (WLSP) and the River Islands Urban Design Concept (UDC); and

**WHEREAS**, on June 1, 2015, the City Council approved amendments to the VTM, WLSP and UDC, with amended conditions of approval; and

**WHEREAS**, on August 25, 2016, the City Community Development Department approved a Finding of Substantial Conformance for VTM 3694 for the Stage 2A sub-planning area that allowed minor changes in the land use pattern for VTM 3694 and the approval final maps within Stage 2A; and

**WHEREAS**, Tract 3992, the proposed subdivision, is part of the East Village District of River Islands as described in the UDC, consisting of 38 lots covered by VTM 3694, located on the west side of the San Joaquin River, north of Union Pacific Railroad; and

**WHEREAS**, in its review of both Tracts 3991 and Tract 3992 as part of Village "V", the Stewart Tract Design Review Committee recommended approval of Tract 3992 at its August 24, 2018 meeting; and

**WHEREAS**, River Islands Development, LLC (RID) has completed or has guaranteed completion of all public improvements on Tract Map 3992, as identified on the approved improvement plans, and has completed or guaranteed completion of all required documents and payment of all fees; and

**WHEREAS**, a Subdivision Improvement Agreement between the City and RID, and provision of security by RID for unfinished and deferred improvements, are required prior to final map approval per the Lathrop Municipal Code Section 16.16.190; and

**WHEREAS**, a Subdivision Improvement Agreement has been signed by River Islands Development LLC and presented to the City for approval and signature; and

**WHEREAS**, upon acceptance of all improvements as complete, a one-year maintenance and repair bond will be required to secure RID obligation to maintain all improvements and repair or correct any defective work; and

**WHEREAS**, several conditions of approval of VTM 3694 are satisfied by the 3rd Amendment to the Development Agreement between the City and Califia, LLC, which the City Council approved on October 7, 2013; and

**WHEREAS**, off-site improvements necessary for access to Village V were guaranteed with performance and labor and materials bonds posted by RID; and

**WHEREAS**, City staff has confirmed that all Conditions of Approval of VTM 3694 required for approval of Final Map 3992 have been met, including those Conditions of Approval satisfied under the Subdivision Improvement Agreement and Off-Site Agreement; and

**WHEREAS**, the City Engineer has confirmed that the Final Map for Tract 3992 is substantially the same as it appeared on VTM No. 3694, is technically correct, and complies with the requirements of the Subdivision Map Act and Lathrop Municipal Code, Chapter 16.16; and

**WHEREAS**, River Islands Development, LLC (RID) will satisfy the escrow requirements to fund the Settlement Fee prior to recordation of the Final Map for Tract 3992; and

**WHEREAS**, a Common Use Agreement ("CUA") is necessary between the City and Island Reclamation District 2062 ("RD 2062") for improvements owned and operated by RD 2062 that transverse City right of way of Ulrich Court, dedicated with the Final Map for Tract 3992; and

**WHEREAS**, Capital Facilities Fees are not required until such time as the builder applies for building permits.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lathrop that the Final Map for Tract 3992 Village "V" is hereby approved and directs the City Manager, or his designee that the final map be recorded; and

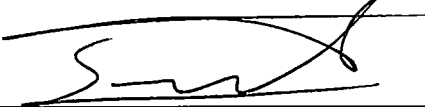
**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Manager, or his designee, is authorized to execute and file with the City Clerk the Subdivision Improvement Agreement with River Islands Development LLC, and the Common Use Agreement with Island Reclamation District 2062 in Stage 2A area for Portions of Ulrich Court, in substantially the form as attached to the October 14, 2019 staff report.

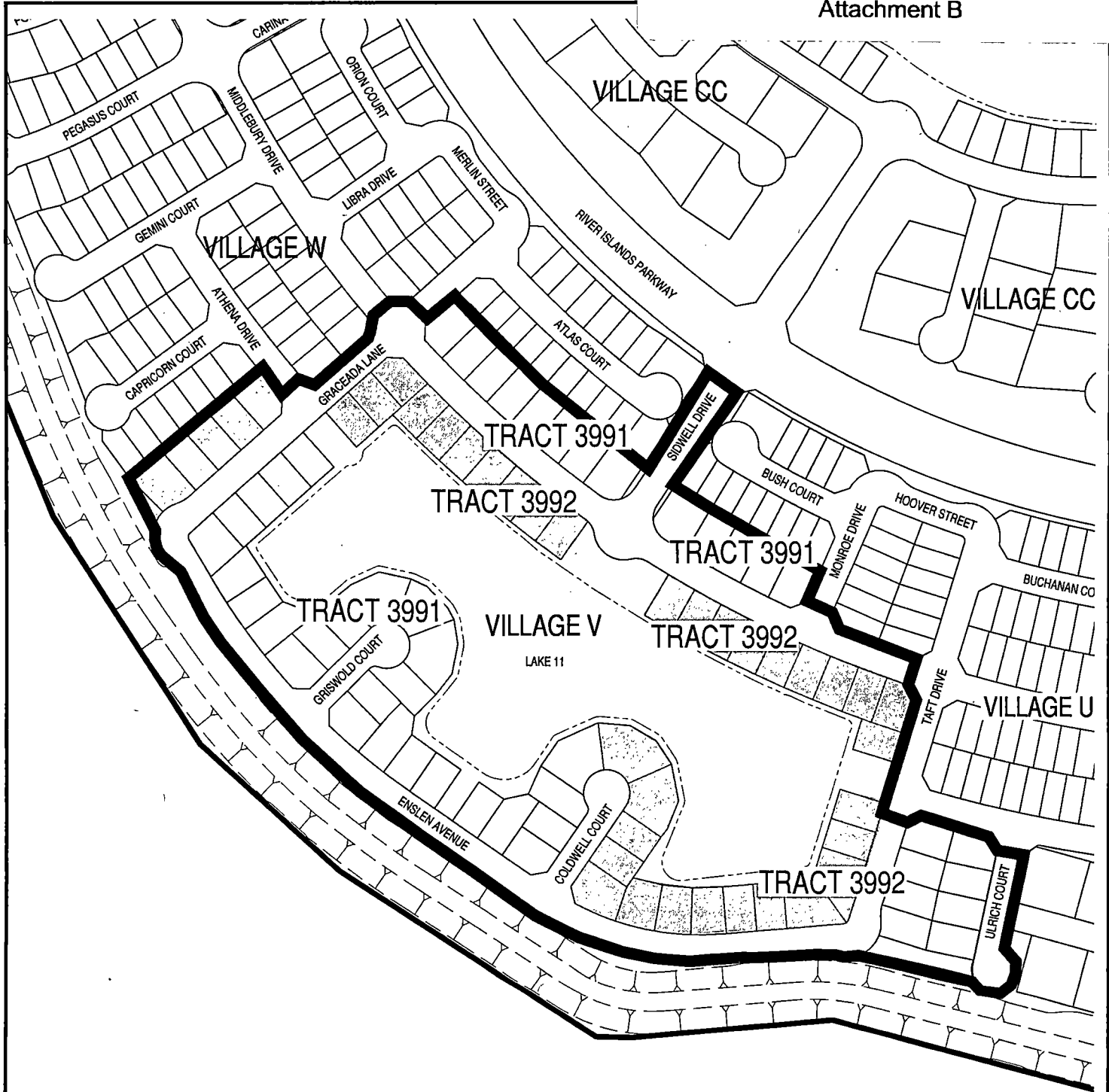
**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14<sup>th</sup> day of October 2019, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

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

**ATTEST:**  
  
\_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
Salvador Navarrete, City Attorney



**ATTACHMENT "B"**  
**VILLAGE V**  
**VICINITY MAP**  
**OCTOBER 2019**

**CITY OF LATHROP****SUBDIVISION IMPROVEMENT AGREEMENT****River Islands (Lakeside East District) - Tract 3992 (Village V)****River Islands Development, LLC, a California limited liability company**

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**RECITALS**

A. This Agreement is made and entered into this **14th day of October 2019**, by and between the CITY OF LATHROP, a municipal corporation of the State of California (hereinafter "CITY") and River Islands Development, LLC, a California limited liability company, (hereinafter "SUBDIVIDER").

B. At its May 15, 2017 meeting, the City Council approved the temporary closure of Cohen and Paradise Roads associated with construction and grading activities in Stage 2 of River Islands. This approval requires SUBDIVIDER to construct a paved public roadway to connect any remaining gaps between the Paradise Road and Stewart Road intersection and the Somerston Parkway/River Islands Parkway intersection by August 1, 2020. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the replacement of Cohen Road and Paradise Road with a set aside of bond proceeds (Exhibit "G") in the amount of \$543,600, that is available to CITY if SUBDIVIDER does not meet the August 1, 2020 deadline. Further, the amount of set aside bond proceeds shall be reduced by the City Engineer as River Islands Parkway is extended to replace these removed roadways. The closed portion of Stewart Road is not anticipated to be replaced, but it remains for now as legal access to parcels fronting Stewart Road, and as emergency access. The security referenced in this recital shall remain in place for this final map and all final maps associated with this access until it is no longer necessary.

C. At its July 9, 2018 meeting, the City Council approved the Tract 3908 large lot final map, which includes the Village V area within Stage 2A of River Islands. The approval of Tract 3908 required security for the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary. As a result, previously provided security in the form of a Letter of Guarantee from the River Islands Public Financing Authority ("RIPFA") has guaranteed the construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary with a set aside of bond proceeds (Exhibit "H") in the amount of \$450,000, that is available to CITY if SUBDIVIDER does not meet a September 30, 2019 deadline or as may be extended by CITY. The security referenced in this recital shall remain in place for this final map and all final maps associated with it until River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is fully constructed and accepted into use by CITY.

D. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and the CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make dedications and improve Tract 3991 and Tract 3992 (Village "V"). However, SUBDIVIDER has completed a significant portion of public infrastructure improvements associated with both Tracts 3991 and Tract 3992 (Village "V") located within the Lakeside East District of River Islands Phase 1, which also includes major streets necessary to access the site. The unfinished portion of improvements total \$1,333,294 and both performance and labor and materials security are required by the Lathrop Subdivision Ordinance and the Subdivision Map Act has been posted as outlined in the Subdivision Improvement Agreement for Tract 3991. This Tract 3992 (Village "V") Subdivision Improvement Agreement reaffirms this posted security. Detailed security amounts listed below:

|                              |                                                     |
|------------------------------|-----------------------------------------------------|
| Unfinished Improvement Total | \$883,450 (Imp) + 449,844 (Landscape) = \$1,333,294 |
| Performance Guarantee        | \$1,333,294 x 120% = \$1,599,953                    |
| Labor & Materials Guarantee  | \$1,599,953 x 50% = \$799,977                       |

E. SUBDIVIDER has completed a portion of the joint trench improvements for Tract 3991 and Tract 3992 and as noted in Recital D, security shall be required for the unfinished portion of these improvements, along with other required infrastructure associated with Tract 3991 and Tract 3992 (Village "V"). Improvement plans, and street light plans prepared by Power Systems Design, Inc. have already been approved by the City. The street, sidewalk, underground utility, storm drainage, street light and joint trench improvements (hereinafter "Improvements") are substantially completed and minor improvements not yet constructed as part of the required infrastructure for Tract 3991 and Tract 3992 are required security as outlined in this Agreement is reaffirmed from the posted security required by the Tract 3991 Subdivisions Improvement Agreement.

F. Since Village "V" contains a public street that includes improvements of Island Reclamation District 2062 ("RD 2062"), including levee improvements, a Common Use Agreement ("CUA") between the City and RD 2062 is required to delineate the rights and obligations of these agencies regarding the City's public street and RD 2062's improvements. The CUA is included and incorporated into this Agreement in substantially the form as attached to the October 14, 2019 staff report.

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**NOW THEREFORE** in consideration of CITY'S pending approval and acceptance of the Improvements upon their satisfactory completion, and in consideration of SUBDIVIDER'S construction of Improvements in strict accordance with the terms of this Agreement, all applicable laws, statutes, ordinances, rules and regulations currently in force and effect in CITY, the terms and conditions of which are incorporated herein by this reference, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall complete construction of, or cause construction to be completed at its sole cost and expense, the Improvements for all of the lots within the Lakeside East neighborhood, to the limits identified on Exhibit "A", including the public landscaping, streetlight and joint trench improvements. All improvements shall be constructed to the satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the above referenced improvement plans and specifications, the improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City of Lathrop and the California Subdivision Map Act.
2. SUBDIVIDER shall complete the Improvements, including all deferred and unfinished improvements, prior to occupancy of the last home constructed in Tract 3992 that is conveyed to a private interest not associated with the transfer of title of Tract 3992 associated with the filing of Tract 3992 (homebuilder) or prior to the completion and occupancy of the last production dwelling unit associated with Tract 3992, whichever comes first. Such occupancy shall be documented by CITY in the form of a Certificate of Occupancy or Final Building Permit.
3. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.
4. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.
5. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.
6. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair and maintain the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY'S acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City Engineer a Maintenance Bond in the amount of \$284,584, equal to 10% of the estimated cost of the Improvements for the Village "V" entire area (\$2,845,844) as included in the Engineer's estimate attached to this Agreement as Exhibit "F", to insure SUBDIVIDER'S repair and maintenance of the Improvements in accordance with the terms of this Agreement. The Maintenance Bond shall be released at the end of the one-year guarantee period, provided there are no claims against it are then outstanding.



7. Because some of the backbone improvements referenced in Recitals “B” and “C” are required to provide access and to Tract 3992 and are associated with adjacent tracts as otherwise described in this Agreement, as well as the “Agreement for Dedication, Inspection and Guarantee of Public Streets and Improvements, (“2013 Agreement”), approved by CITY on September 30, 2013, the security required by the 2013 Agreement shall remain in place for the following:

Rehabilitation of the pavement on Stewart/Cohen and Paradise Roads within the limits of Stewart Tract, as detailed on the attached Exhibit “D” are now open to the public, and rehabilitation is guaranteed by a performance bond. Full improvement and acceptance of these streets shall be completed prior to release of security previously posted by SUBDIVIDER.

8. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair. Replace or reconstruct any defects, as set forth in Paragraph 6 above, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

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

9. Because the Improvements are not entirely complete, the SUBDIVIDER was required to only post Performance or Labor & Materials bonds to guarantee the unfinished improvements associated with Tract 3991 and Tract 3992 as included and described in Exhibit “E” of this Agreement. The amount of the performance bond previously posted with the approval of Tract 3991 is 120% of the amount of unfinished improvements as shown in Exhibit “E” ( $\$1,333,294 \times 120\% = \$1,599,953$ — performance bond amount) as indicated in Recital D. The corresponding labor and materials bond amount already posted with the approval of Tract 3991, is equal to 50% of the performance bond amount ( $\$1,599,953 \times 50\% = \$799,977$ ), also as indicated in Recital D.

The previously posted bonds described herein shall stay in full force in effect with the approval of Tract 3992, and not released unless the terms and conditions contained in this Subdivision Improvement Agreement are met. Further, SUBDIVIDER shall also comply with CITY'S insurance requirements set forth on Exhibit "C" attached hereto and incorporated herein.

10. Any alteration(s) made to the plans and specifications, which are a part of this Agreement, or any provision of this Agreement shall not operate to release any surety or sureties from liability on any bond or bonds attached hereto and made a part thereof. The above referenced sureties hereby consent to such alterations and waive the provisions of California Civil Code Section 2819.

11. Neither the CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

12. Neither the CITY nor any of its officers, employees, or agents, shall be liable to the SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

13. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, "Indemnitees"), harmless from any liability for damage or claims which may arise from SUBDIVIDER and/or SUBDIVIDER'S contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any SUBDIVIDER contractors, subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for, SUBDIVIDER or any of SUBDIVIDER'S contractors or subcontractors. SUBDIVIDER shall, at its own cost and expense, defend any and all actions, suits, or legal proceedings or any type that may be brought or instituted against CITY and indemnities on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of his duties and obligations under this Agreement, or from the negligent act or omission of himself, his agents, contractors, representatives, servants or employees. The promises and Agreement to indemnify and hold harmless set forth in this section is not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not; waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this paragraph, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

14. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

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

16. SUBDIVIDER shall pay service fees for the utility services from the time the Improvements are accepted by the CITY to the end of the fiscal year, or up to a one (1) year period, whichever is needed to ensure an opportunity for the Improvements to be included in the next fiscal year annual assessment.

17. SUBDIVIDER shall be responsible to sweep streets within the subdivision every two weeks as directed by the City Engineer, on all streets where lots are occupied and all streets providing access to occupied lots until the Improvements are accepted by the CITY.

18. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY. If such consent is given, the terms of this Agreement shall apply to and bind the heirs, successors, executors, administrators and assignees of SUBDIVIDER, and any heirs, successors, executors, administrators and assignees of the SUBDIVIDER and shall be jointly and severally liable hereunder.

19. The SUBDIVIDER shall, at the SUBDIVIDER'S expense, obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, the SUBDIVIDER shall obtain a City of Lathrop Business License. The SUBDIVIDER shall comply with all local, state and federal laws, whether or not said laws are expressly stated in this Agreement.

20. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the improvements to be constructed and dedications for Tract 3991 and Tract 3992.

21. The following miscellaneous provisions are applicable to this Agreement:

- a. **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. **Definitions.** The definitions and terms are as defined in this Agreement.
- c. **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.
- d. **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.
- e. **Incorporation of Documents.** All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.
- f. **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.
- g. **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.
- h. **Successors and Assigns.** Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- i. **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.
- j. **Venue.** In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

EXHIBITS:

EXHIBIT A FINAL MAP - TRACT 3992 VILLAGE "V"

EXHIBIT B TRACT 3992 AND VILLAGE "V" AREA

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: COHEN/PARADISE/STEWART REHABILITATION MAP

EXHIBIT E: UNFINISHED IMPROVEMENT COST ESTIMATE

EXHIBIT F: VILLAGE V IMPROVEMENTS ENGINEER'S ESTIMATE

EXHIBIT G: RIPFA LETTER OF GUARANTEE - INTERIM PUBLIC ACCESS WITHIN  
THE STAGE 2A DEVELOPMENT AREA DATED MAY 4, 2017

EXHIBIT H: RIPFA LETTER OF GUARANTEE – RIVER ISLANDS PARKWAY WITHIN  
THE STAGE 2A DEVELOPMENT AREA DATED JUNE 26, 2018

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of October 2019, at Lathrop, California.

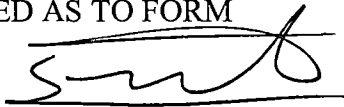
ATTEST: TERESA VARGAS  
City Clerk of and for the City  
of Lathrop, State of California

CITY OF LATHROP, a  
municipal corporation of the  
State of California

BY: \_\_\_\_\_  
Teresa Vargas  
City Clerk

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

APPROVED AS TO FORM

BY:   
\_\_\_\_\_  
Salvador Navarrete  
City Attorney

River Islands Development, LLC  
a California limited liability company

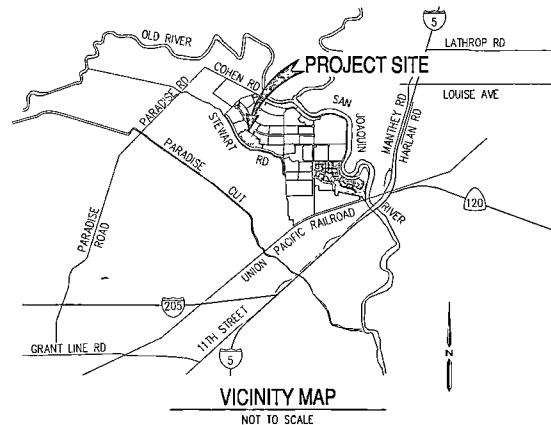
BY: \_\_\_\_\_  
Susan Dell'Osso  
President  
"SUBDIVIDER"

**EXHIBIT "A"**

**FINAL MAP - TRACT 3992**

**TRACT 3992  
RIVER ISLANDS - STAGE 2A  
VILLAGE V**

A PORTION OF RANCHO EL PASCADERO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2019



**OWNER'S STATEMENT**

THE UNDERSIGNED, DOES HEREBY STATE THAT THEY ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE EXTERIOR BOUNDARY LINE OF THE HEREIN EMBODIED FINAL MAP ENTITLED, "TRACT 3992, RIVER ISLANDS, STAGE 2A, VILLAGE V", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS FINAL MAP IN THE OFFICE OF THE COUNTY RECORDER OF SAN JOAQUIN COUNTY, CALIFORNIA.

THE UNDERSIGNED DOES HEREBY DEDICATE AN EASEMENT TO THE CITY OF LATHROP FOR PUBLIC RIGHT-OF-WAY PURPOSES, THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS ULRICH COURT AS SHOWN ON THIS FINAL MAP.

THE UNDERSIGNED DOES HEREBY DEDICATE TO THE CITY OF LATHROP A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN, POLES, WIRES, CABLES, PIPES, AND CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND AS SHOWN ON THIS FINAL MAP DESIGNATED AS "P.U.E." (PUBLIC UTILITY EASEMENT).

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 3, 15, 26, 31 AND 38, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // as shown on THIS FINAL MAP.

OWNER: RIVER ISLANDS DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
NAME: SUSAN DELL'OSSO  
ITS: PRESIDENT

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OLD REPUBLIC TITLE COMPANY, AS TRUSTEE, UNDER THE DEED OF TRUST RECORDED DECEMBER 22, 2016, AS DOCUMENT NUMBER 2016-160885, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ITS: \_\_\_\_\_

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

THIS MAP CONFORMS TO TENTATIVE MAP NO. 3694 APPROVED BY THE PLANNING COMMISSION

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

MARK WEISSNER, COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF LATHROP

**ACKNOWLEDGEMENT CERTIFICATE (OWNER'S)**

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 \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_ 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:

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**ACKNOWLEDGEMENT CERTIFICATE (TRUSTEE)**

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 \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_ 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:

SIGNATURE: \_\_\_\_\_  
NAME (PRINT): \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_  
MY COMMISSION NUMBER: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY CLERK'S STATEMENT**

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT 3992, RIVER ISLANDS, STAGE 2A, VILLAGE V", CITY OF LATHROP, CALIFORNIA, CONSISTING OF TEN (10) SHEETS, THIS STATEMENT WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A MEETING THEREOF, HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. \_\_\_\_\_ DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZED ITS RECORDATION, AND ACCEPTED ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL PUBLIC UTILITY EASEMENTS, AND THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 3, 15, 26, 31 AND 38 ALONG THE LOT LINES AS INDICATED BY THE SYMBOL // AND ACCEPTED THE OFFER OF DEDICATION OF ALL EASEMENTS FOR RIGHT OF WAY PURPOSES AS SHOWN ON SAID MAP, SUBJECT TO, THE IMPROVEMENTS BEING COMPLETED IN ACCORDANCE WITH CHAPTER 16, TITLE 16 16 OF THE CITY OF LATHROP MUNICIPAL CODE.

ALSO, PURSUANT TO SECTION 66434(G) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE CITY OF LATHROP DOES HEREBY ABANDON THE 10 FOOT WIDE PUBLIC UTILITY EASEMENTS ACROSS PARCEL 1 OF TRACT 3991 AS SHOWN ON SHEET 3 HEREIN, AS SAID PUBLIC UTILITY EASEMENTS WERE DEDICATED ON THE MAP ENTITLED "TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V" FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 66, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY.

I FURTHER STATE THAT ALL SECURITIES AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP, IF APPLICABLE, HAVE BEEN APPROVED BY THE CITY COUNCIL OF LATHROP AND FILED IN MY OFFICE

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

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ M.  
IN BOOK \_\_\_\_\_ OF MAPS AND PLATS, AT PAGE \_\_\_\_\_, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY.

FEE: \$ \_\_\_\_\_

BY: \_\_\_\_\_ ASSISTANT/DEPUTY RECORDER  
STEVE RESTOLARIDES  
ASSESSOR-RECORDER-COUNTY CLERK  
SAN JOAQUIN COUNTY, CALIFORNIA

EXEMPT FROM FEE PER GOVERNMENT CODE 27388.1; DOCUMENT RECORDED IN CONNECTION WITH A CONCURRENT TRANSFER SUBJECT TO THE IMPOSITION OF DOCUMENTARY TRANSFER TAX



# TRACT 3992

## RIVER ISLANDS - STAGE 2A

### VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2019



#### NOTES

1. RIGHT TO FARM STATEMENT:  
PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15.48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATIONS, CULTIVATION, FLOWING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DEPREDAATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.
2. A SOILS REPORT ENTITLED "GEO TECHNICAL EXPLORATION, RIVER ISLANDS PHASE 1, LATHROP, CALIFORNIA", REFERENCED AS PROJECT NO. 5044.5 001.01 AND DATED JULY 29, 2005, HAS BEEN PREPARED FOR THIS PROJECT BY ENGED, INCORPORATED, JOSEF J. TOOLE, C.E. NO. 2677, AND IS ON FILE WITH THE CITY OF LATHROP.
3. TRACT 3992, RIVER ISLANDS, STAGE 2A, VILLAGE V, CONTAINS 38 RESIDENTIAL LOTS CONTAINING 7,157 ACRES, MORE OR LESS, INCLUDING THE ROADWAY BEING DEDICATED BY THIS FINAL MAP, AS SHOWN ON THIS FINAL MAP (PLEASE REFER TO THE AREA TABLE BELOW).

| TRACT 3992 AREA SUMMARY |           |
|-------------------------|-----------|
| LOTS 1 THROUGH 38       | 6.681 AC± |
| STREET DEDICATION       | 0.476 AC± |
| TOTAL                   | 7.157 AC± |

4. BASED ON INFORMATION CONTAINED IN THE PRELIMINARY TITLE REPORT, ORDER NUMBER 1614021231-KB (VERSION 1), DATED MAY 29, 2019, PROVIDED BY OLD REPUBLIC TITLE COMPANY.

#### REFERENCES

- (R1) RECORD OF SURVEY FILED AUGUST 4, 2004, IN BOOK 35 OF SURVEYS, PAGE 142, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 15, 2005 AS DOCUMENT NUMBER 2005-171264, S.J.C.R. (35 SURVEYS 142)
- (R2) TRACT 3908, RIVER ISLANDS, STAGE 2A LARGE LOT FINAL MAP, FILED SEPTEMBER 20, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 52, S.J.C.R. (43 M&P 52)
- (R3) TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 54, S.J.C.R. (43 M&P 54)
- (R4) TRACT 3994, RIVER ISLANDS, STAGE 2A, VILLAGE T, FILED DECEMBER 13, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 60, S.J.C.R. (43 M&P 60)
- (R5) TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 66, S.J.C.R. (43 M&P 66)

#### SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED.

1. RECLAIMED ISLANDS LAND COMPANY, RESERVATION FOR OIL, GAS, MINERALS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, PER DOCUMENT NUMBER 2001-046177, S.J.C.R.
2. LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-060092, S.J.C.R.
3. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 66, S.J.C.R.

#### CITY ENGINEER'S STATEMENT

I, GLENN GEBHARDT, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3992, RIVER ISLANDS, STAGE 2A, VILLAGE V, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP NO. 3694, AND ANY APPROVED ALTERATIONS THEREOF. I FURTHER STATE THAT THIS FINAL MAP COMPLIES WITH ALL APPLICABLE ORDINANCES OF THE CITY OF LATHROP, AND ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF VESTING TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

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



#### CITY SURVEYOR'S STATEMENT

I, LAWRENCE COSSETT, HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT 3992, RIVER ISLANDS, STAGE 2A, VILLAGE V, CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

LAWRENCE COSSETT, P.E. 31695



#### SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF RIVER ISLANDS DEVELOPMENT, LLC, ON JUNE 25, 2018. I HEREBY STATE ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR THAT THEY WILL BE, SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACTED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

DYLAN CRAWFORD, P.L.S. NO. 7788

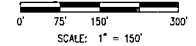


**NOTES**

1. SEE SHEET 2 FOR MAP AND EASEMENT REFERENCES AND ADDITIONAL NOTES
2. SEE SHEET 4 FOR THE LINE AND CURVE TABLES FOR SHEETS 3 AND 4 ONLY.
3. REFER TO SHEETS AS SHOWN FOR BOUNDARY CONTROL AND ADDITIONAL TIES TO MONUMENTS
4. THE 10 FOOT WIDE PUBLIC UTILITY EASEMENTS ACROSS PARCEL 1 OF TRACT 3991(R5) ARE BEING ABANDONED BY THIS FINAL MAP. PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1.

**TRACT 3992**  
**RIVER ISLANDS - STAGE 2A**  
**VILLAGE V**

A PORTION OF RANCHO EL PESCADERO, BEING  
 A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
 AUGUST 2019



**BOUNDARY SHEET**

THIS SHEET SHOWS THE BOUNDARY CONTROL  
 REFER TO THE SHEETS AS SHOWN FOR  
 ADDITIONAL BOUNDARY INFORMATION

**LEGEND (SHEETS 3 AND 4)**

- ⊙ MONUMENT PER (R2)
- ⊙ MONUMENT PER (R5)
- 3/4" IRON PIPE WITH CAP STAMPED "PLS 7788" PER (R3) AND (R5), RESPECTIVELY
- ⊙ MONUMENT PER (R3)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R3)
- ▲ 2-1/2" BRASS DISK STAMPED "PLS 7788" PER (R5)
- SET 3 00" WITNESS CORNER (W.C.) UNLESS OTHERWISE NOTED. MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- BOUNDARY
- - - LOT LINE OR RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- - - CENTERLINE
- 200.00' (R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-M) MONUMENT TO MONUMENT
- (M-CL INTX) MONUMENT TO CENTERLINE INTERSECTION
- (R) RADIAL BEARING
- RIPFA RIVER ISLANDS PUBLIC FINANCING AUTHORITY
- (T) TOTAL
- (B) BOUNDARY
- DN DOCUMENT NUMBER
- L1/C1/R1 LINE, CURVE AND RADIAL LINE NUMBER - REFER TO SHEET 4 FOR LINE, CURVE AND RADIAL LINE TABLES
- ① EASEMENT REFERENCE NUMBER - SEE THIS SHEET
- Ⓐ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R5)
- ① DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R5)

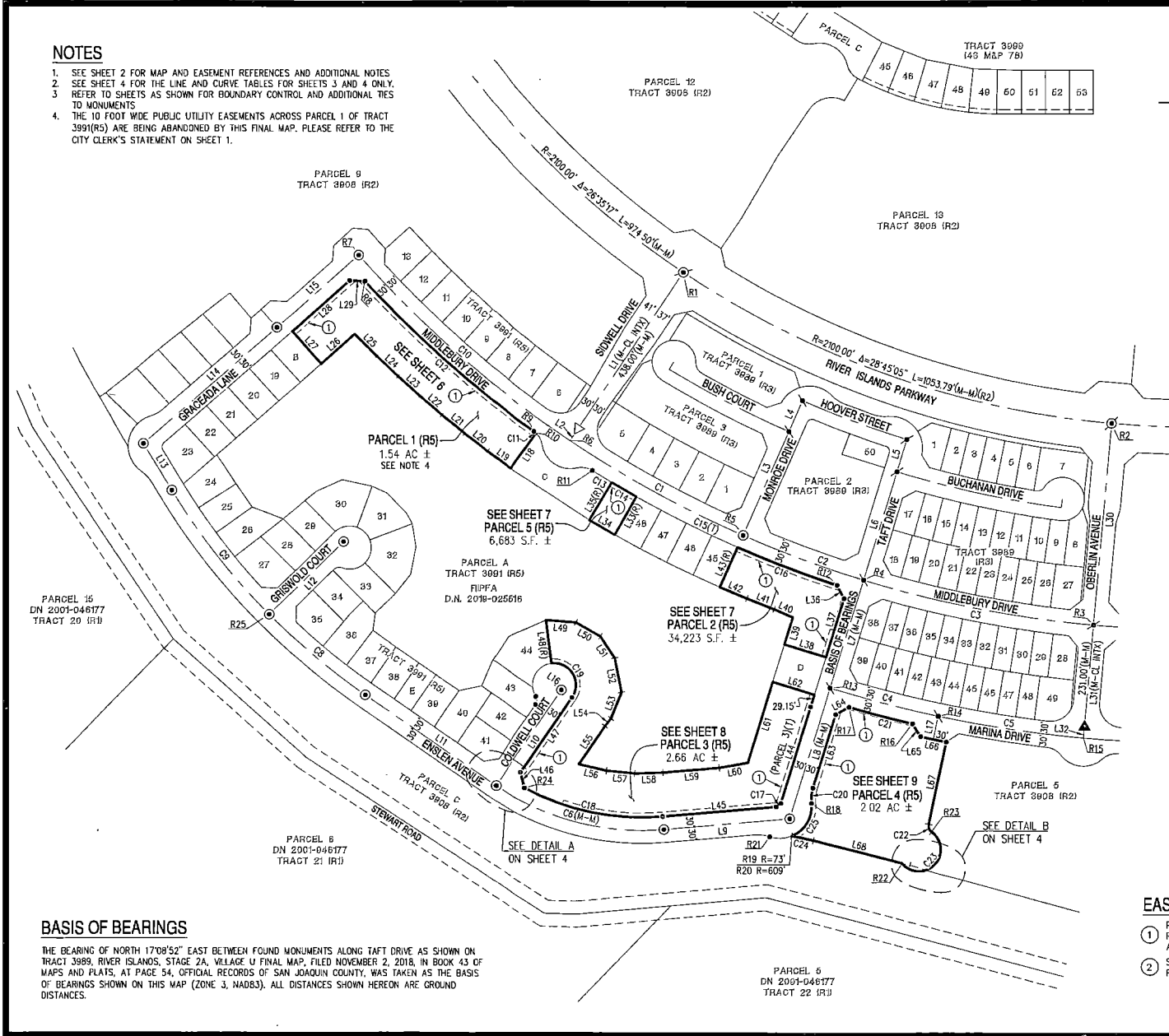
**EASEMENT**

1. PUBLIC UTILITY EASEMENT IN FAVOR OF THE CITY OF LATHROP PER TRACT TRACT 3991, RIVER ISLANDS, STAGE 2A, VILLAGE V, FILED DECEMBER 21, 2018, IN BOOK 43 OF MAPS AND PLATS, PAGE 66, S.J.C.R. SEE NOTE 4.
2. STAGE 2A LEVEE EASEMENT IN FAVOR OF ISLAND RECLAMATION DISTRICT 2062 PER DOCUMENT NUMBER 2018-060092, RECORDED MAY 31, 2018, S.J.C.R.

**BASIS OF BEARINGS**

THE BEARING OF NORTH 17°08'52" EAST BETWEEN FOUND MONUMENTS ALONG TAFT DRIVE AS SHOWN ON TRACT 3989, RIVER ISLANDS, STAGE 2A, VILLAGE U FINAL MAP, FILED NOVEMBER 2, 2018, IN BOOK 43 OF MAPS AND PLATS, AT PAGE 54, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN ON THIS MAP (ZONE 3, NAD83). ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

PARCEL 5  
 DN 2001-048177  
 TRACT 22 (R3)



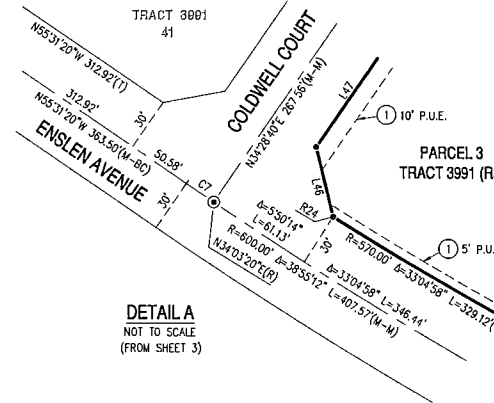
# TRACT 3992 RIVER ISLANDS - STAGE 2A VILLAGE V

A PORTION OF RANCHO EL PESCADEIRO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2019



LINE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

| LINE TABLE |             |         | LINE TABLE |             |         | LINE TABLE |             |         | LINE TABLE |             |         |
|------------|-------------|---------|------------|-------------|---------|------------|-------------|---------|------------|-------------|---------|
| LINE       | DIRECTION   | LENGTH  | LINE       | DIRECTION   | LENGTH  | LINE       | DIRECTION   | LENGTH  | LINE       | DIRECTION   | LENGTH  |
| L1         | N33°52'43"E | 468.00' | L21        | N50°53'15"W | 67.53'  | L41        | N68°23'10"W | 67.53'  | L61        | N17°08'52"E | 195.00' |
| L2         | N33°52'43"E | 30.00'  | L22        | N49°27'14"W | 67.53'  | L42        | N66°57'10"W | 67.53'  | L62        | N72°51'08"W | 100.00' |
| L3         | N23°44'56"E | 262.00' | L23        | N48°01'13"W | 67.53'  | L43        | N23°45'51"E | 101.00' | L63        | N17°08'52"E | 177.67' |
| L4         | N23°44'56"E | 78.00'  | L24        | N46°35'12"W | 67.53'  | L44        | N17°08'52"E | 261.91' | L64        | N61°36'05"E | 35.02'  |
| L5         | N17°08'52"E | 78.00'  | L25        | N45°05'58"W | 72.59'  | L45        | N85°08'08"E | 261.83' | L65        | N32°31'05"W | 35.02'  |
| L6         | N17°08'52"E | 262.00' | L26        | N48°25'54"E | 103.88' | L46        | N13°39'07"W | 37.23'  | L66        | N78°03'52"W | 60.00'  |
| L7         | N17°08'52"E | 261.00' | L27        | N41°34'06"W | 100.00' | L47        | N34°28'40"E | 209.33' | L67        | N11°56'08"E | 194.24' |
| L8         | N17°08'52"E | 315.56' | L28        | N48°25'54"E | 177.32' | L48        | N7°07'45"W  | 101.31' | L68        | N75°37'40"W | 211.09' |
| L9         | N85°08'08"E | 290.16' | L29        | N87°10'08"W | 34.98'  | L49        | N85°15'45"W | 69.10'  | L69        | N71°06'02"W | 10.34'  |
| L10        | N34°28'40"E | 267.56' | L30        | N5°07'38"E  | 468.00' | L50        | N60°15'52"W | 65.00'  | L70        | N75°37'40"W | 73.27'  |
| L11        | N55°31'20"W | 363.50' | L31        | N5°07'38"E  | 261.00' | L51        | N33°23'19"W | 59.93'  | L71        | N75°37'40"W | 18.65'  |
| L12        | N45°16'20"E | 239.95' | L32        | N5°07'38"E  | 30.00'  | L52        | N11°09'51"W | 80.50'  |            |             |         |
| L13        | N30°36'36"W | 125.79' | L33        | N29°29'54"E | 101.00' | L53        | N27°00'43"E | 65.00'  |            |             |         |
| L14        | N48°25'54"E | 404.33' | L34        | N59°47'06"W | 67.53'  | L54        | N38°09'34"E | 21.86'  |            |             |         |
| L15        | N48°25'54"E | 252.00' | L35        | N30°55'54"E | 101.00' | L55        | N34°28'40"E | 108.31' |            |             |         |
| L16        | N55°31'20"W | 20.00'  | L36        | N27°15'05"W | 34.98'  | L56        | N76°46'44"W | 65.27'  |            |             |         |
| L17        | N11°56'08"E | 54.48'  | L37        | N17°08'52"E | 141.41' | L57        | N84°05'54"W | 65.00'  |            |             |         |
| L18        | N35°31'44"E | 100.57' | L38        | N72°51'08"W | 100.00' | L58        | N88°02'19"E | 65.00'  |            |             |         |
| L19        | N53°45'16"W | 67.53'  | L39        | N17°08'52"E | 65.00'  | L59        | N85°08'08"E | 130.00' |            |             |         |
| L20        | N52°19'15"W | 67.53'  | L40        | N65°58'18"W | 46.83'  | L60        | N79°55'13"E | 66.16'  |            |             |         |

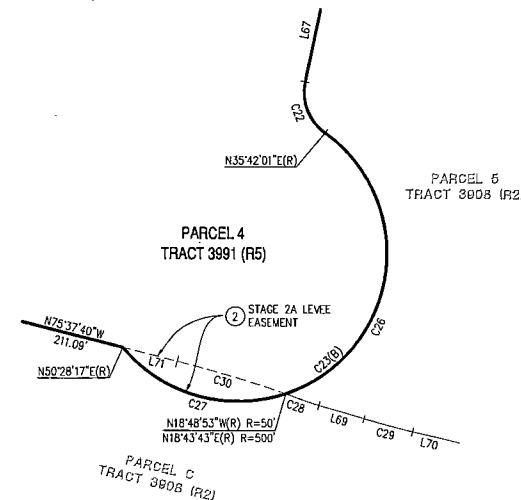


CURVE TABLES FOR COURSES SHOWN ON SHEETS 3 AND 4 ONLY

| CURVE TABLE |         |           |         | CURVE TABLE |         |           |         |
|-------------|---------|-----------|---------|-------------|---------|-----------|---------|
| CURVE #     | RADIUS  | DELTA     | LENGTH  | CURVE #     | RADIUS  | DELTA     | LENGTH  |
| C1          | 2568.00 | 10°07'47" | 454.01' | C16         | 2598.00 | 5°24'54"  | 245.54' |
| C2          | 2568.00 | 6°35'04"  | 295.86' | C17         | 12.00   | 6°59'16"  | 14.24'  |
| C3          | 2568.00 | 12°01'14" | 538.76' | C18         | 570.00  | 33°04'58" | 329.12' |
| C4          | 2829.00 | 5°12'44"  | 257.36' | C19         | 50.00   | 13°36'25" | 114.85' |
| C5          | 2829.00 | 6°48'30"  | 336.16' | C20         | 87.00   | 2°31'52"  | 35.31'  |
| C6          | 600.00  | 38°55'12" | 407.57' | C21         | 2859.00 | 3°01'37"  | 151.04' |
| C7          | 600.00  | 0°25'20"  | 4.42'   | C22         | 17.00   | 66°14'07" | 19.65'  |
| C8          | 1500.00 | 11°02'56" | 289.26' | C23         | 50.00   | 19°46'16" | 169.97' |
| C9          | 1500.00 | 13°51'48" | 362.94' | C24         | 609.00  | 4°46'28"  | 50.75'  |
| C10         | 2568.00 | 14°33'11" | 652.27' | C25         | 73.00   | 7°35'35"  | 94.21'  |
| C11         | 47.00   | 7°39'21"  | 6.28'   | C26         | 50.00   | 12°52'06" | 109.51' |
| C12         | 2598.00 | 11°33'48" | 524.32' | C27         | 50.00   | 69°17'10" | 60.46'  |
| C13         | 2598.00 | 1°09'32"  | 52.55'  | C28         | 500.00  | 0°10'15"  | 1.49'   |
| C14         | 2598.00 | 12°6'00"  | 64.99'  | C29         | 200.00  | 4°31'38"  | 15.60'  |
| C15         | 2598.00 | 13°44'29" | 623.08' | C30         | 500.00  | 4°21'23"  | 38.02'  |

RADIAL LINE TABLES FOR COURSES SHOWN ON SHEET 3 ONLY

| RADIAL LINE TABLE |             |        | RADIAL LINE TABLE |             |        |
|-------------------|-------------|--------|-------------------|-------------|--------|
| LINE #            | DIRECTION   | LENGTH | LINE #            | DIRECTION   | LENGTH |
| R1                | N33°52'43"E |        | R16               | N13°01'41"E |        |
| R2                | N05°07'38"E |        | R17               | N16°03'18"E |        |
| R3                | N05°07'38"E |        | R18               | N83°53'30"E |        |
| R4                | N17°08'52"E |        | R19               | N22°09'55"W |        |
| R5                | N23°44'56"E |        | R20               | N09°35'52"E |        |
| R6                | N33°52'43"E |        | R21               | N18°23'29"E |        |
| R7                | N48°25'54"E |        | R22               | N50°28'17"E |        |
| R8                | N47°13'49"E |        | R23               | N35°42'01"E |        |
| R9                | N35°40'01"E |        | R24               | N26°13'06"E |        |
| R10               | N43°19'22"E |        | R25               | N45°31'36"E |        |
| R11               | N32°05'26"E |        |                   |             |        |
| R12               | N18°20'57"E |        |                   |             |        |
| R13               | N17°08'52"E |        |                   |             |        |
| R14               | N11°56'08"E |        |                   |             |        |
| R15               | N05°07'38"E |        |                   |             |        |



### NOTES

- SEE SHEET 2 FOR MAP AND EASEMENT REFERENCES AND ADDITIONAL NOTES
- SEE SHEET 3 FOR THE LEGEND

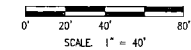
DETAIL B  
NOT TO SCALE  
(FROM SHEET 3)



# TRACT 3992 RIVER ISLANDS - STAGE 2A VILLAGE V

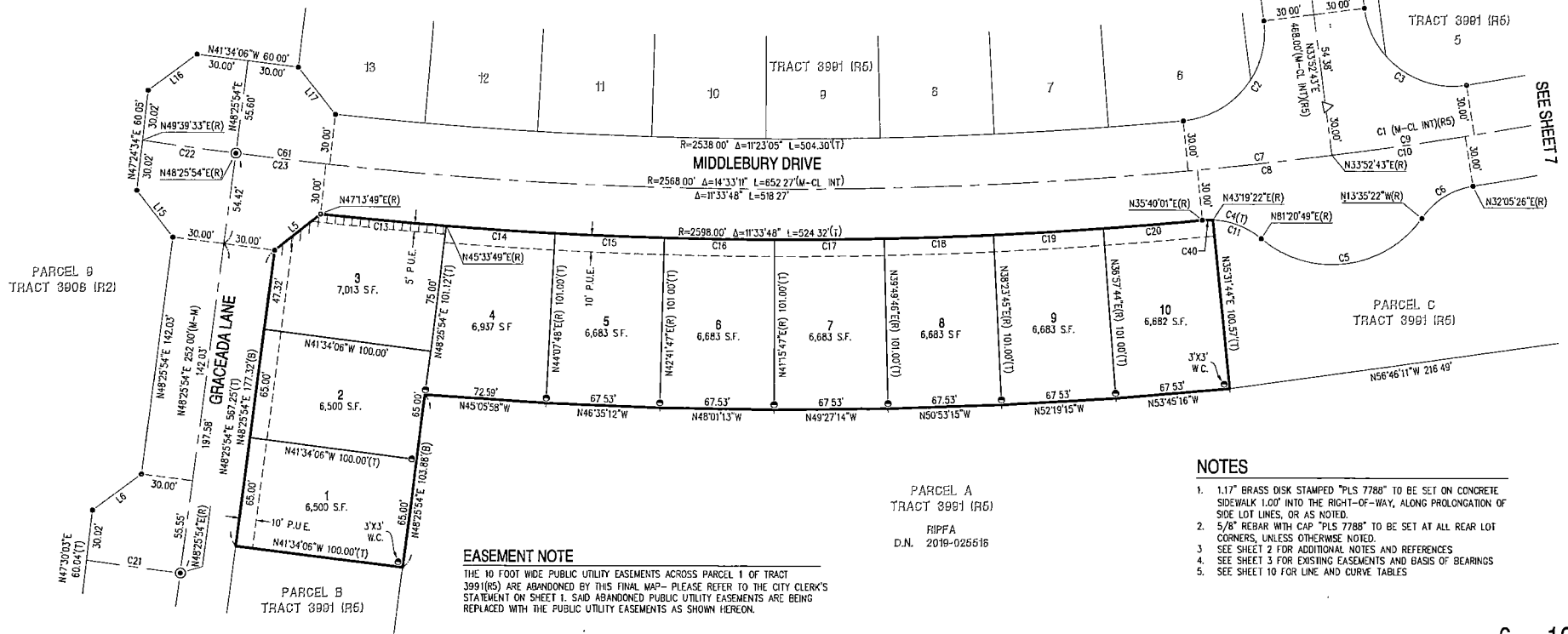
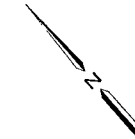
A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2019

**O'DELL**  
ENGINEERING



## LEGEND

- |             |                                                                                                                                                                                                |        |                                                                       |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------------------------------------------------------------------|
| ⊙           | SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"                                                                                                                                  | (T)    | TOTAL                                                                 |
| ⊙           | MONUMENT PER (R5)                                                                                                                                                                              | (B)    | BOUNDARY                                                              |
| ⊙           | MONUMENT PER (R3)                                                                                                                                                                              | P.U.E. | PUBLIC UTILITY EASEMENT                                               |
| ⊙           | SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"                                                                                                                                                | RIPFA  | RIVER ISLANDS PUBLIC FINANCING AUTHORITY                              |
| △           | 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R5)                                                                                                                                         | —      | LOT LINE                                                              |
| •           | 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3), AND (R5) RESPECTIVELY, UNLESS OTHERWISE NOTED                                                                                            | —      | RIGHT-OF-WAY LINE                                                     |
| ●           | SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" | ---    | BOUNDARY                                                              |
| 200.00'(R1) | MEASURED AND RECORD DATA PER REFERENCE (R1)                                                                                                                                                    | ---    | EASEMENT LINE                                                         |
| (R1)        | DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2                                                                                                                                         | ---    | MONUMENT LINE                                                         |
| (M-B)       | MONUMENT TO BOUNDARY                                                                                                                                                                           | ---    | CENTERLINE                                                            |
| (M-CL INT)  | MONUMENT TO CENTERLINE INTERSECTION                                                                                                                                                            | ////   | RESTRICTED ACCESS                                                     |
| (M-M)       | MONUMENT TO MONUMENT                                                                                                                                                                           | ⓪      | EASEMENT REFERENCE NUMBER - SEE SHEET 3                               |
|             |                                                                                                                                                                                                | ⓐ      | DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R5)                      |
|             |                                                                                                                                                                                                | ⓑ      | DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R5) |



### EASEMENT NOTE

THE 10 FOOT WIDE PUBLIC UTILITY EASEMENTS ACROSS PARCEL 1 OF TRACT 3991 (R6) ARE ABANDONED BY THIS FINAL MAP - PLEASE REFER TO THE CITY CLERK'S STATEMENT ON SHEET 1. SAID ABANDONED PUBLIC UTILITY EASEMENTS ARE BEING REPLACED WITH THE PUBLIC UTILITY EASEMENTS AS SHOWN HEREON.

PARCEL A  
TRACT 3991 (R6)

RIPFA  
D.N. 2019-025616

### NOTES

- 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
- 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
- SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES
- SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS
- SEE SHEET 4 FOR LINE AND CURVE TABLES

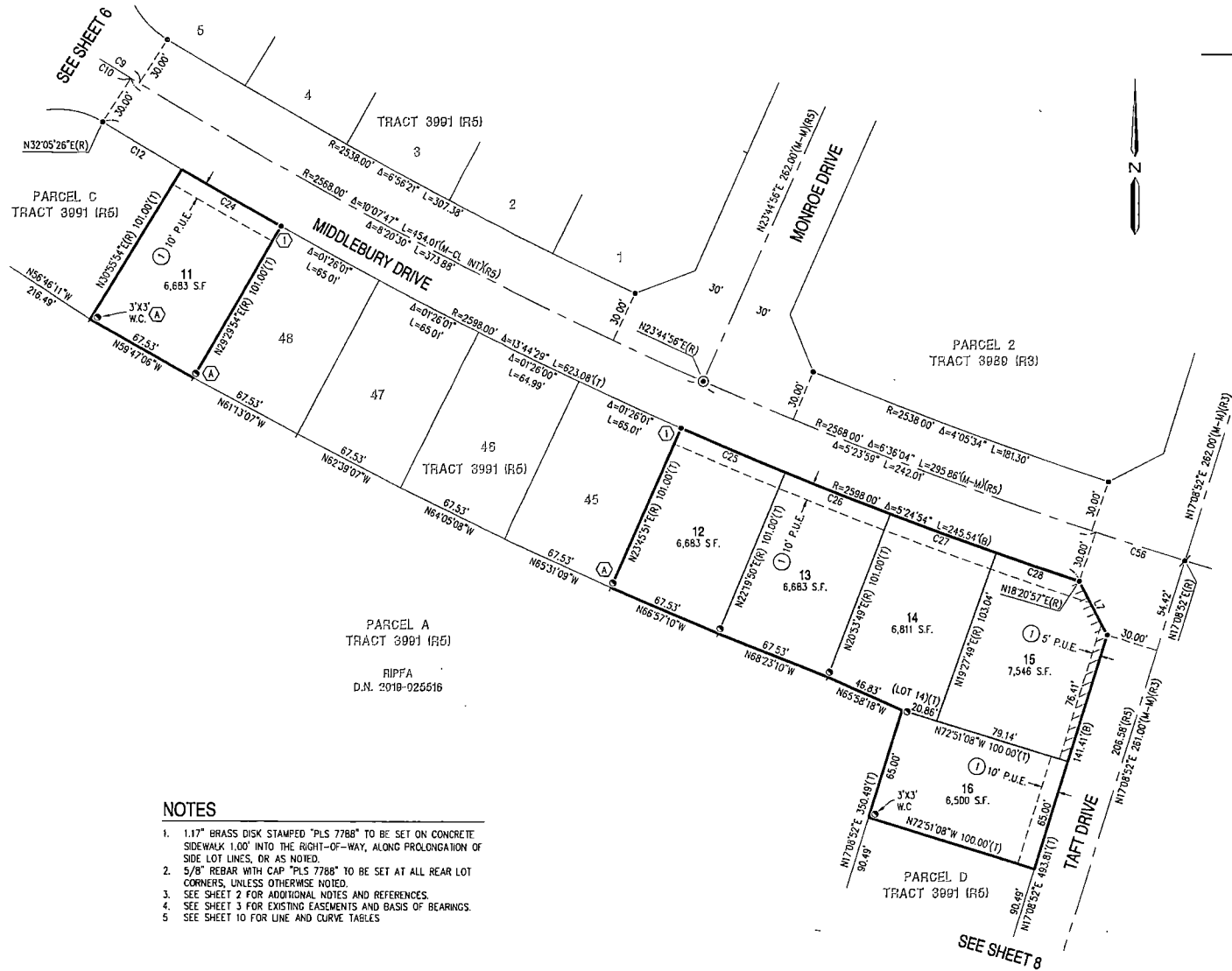
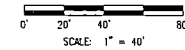
# TRACT 3992

## RIVER ISLANDS - STAGE 2A

### VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2013

**O'DELL**  
ENGINEERING



#### LEGEND

- ⊙ SET STANDARD CITY OF LATHROP MONUMENT WELL STAMPED "PLS 7788"
- ⊙ MONUMENT PER (R5)
- ⊙ MONUMENT PER (R3)
- SET 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- △ 2-1/2" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R5)
- 3/4" IRON PIPE WITH PLASTIC PLUG "PLS 7788" PER (R3), AND (R5) RESPECTIVELY, UNLESS OTHERWISE NOTED
- ⊙ SET 3.00' WITNESS CORNER (W.C.), UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788"
- 200.00'(R1) MEASURED AND RECORD DATA PER REFERENCE (R1)
- (R1) DENOTES REFERENCE (R1) - SEE REFERENCE LIST ON SHEET 2
- (M-B) MONUMENT TO BOUNDARY
- (M-CL INT) MONUMENT TO CENTERLINE INTERSECTION
- (M-M) MONUMENT TO MONUMENT
- (T) TOTAL
- (B) BOUNDARY
- P.U.E. PUBLIC UTILITY EASEMENT
- RIPFA RIVER ISLANDS PUBLIC FINANCING AUTHORITY
- LOT LINE
- RIGHT-OF-WAY LINE
- BOUNDARY
- - - EASEMENT LINE
- - - MONUMENT LINE
- - - CENTERLINE
- /// RESTRICTED ACCESS
- ① EASEMENT REFERENCE NUMBER - SEE SHEET 3
- ⊙ DENOTES WITNESS CORNER ON 3 FOOT OFFSET PER (R5)
- ⊙ DENOTES 1.17" BRASS DISK STAMPED "PLS 7788" ON 1 FOOT OFFSET PER (R5)

#### NOTES

1. 1.17" BRASS DISK STAMPED "PLS 7788" TO BE SET ON CONCRETE SIDEWALK 1.00' INTO THE RIGHT-OF-WAY, ALONG PROLONGATION OF SIDE LOT LINES, OR AS NOTED.
2. 5/8" REBAR WITH CAP "PLS 7788" TO BE SET AT ALL REAR LOT CORNERS, UNLESS OTHERWISE NOTED.
3. SEE SHEET 2 FOR ADDITIONAL NOTES AND REFERENCES.
4. SEE SHEET 3 FOR EXISTING EASEMENTS AND BASIS OF BEARINGS.
5. SEE SHEET 1 FOR LINE AND CURVE TABLES.

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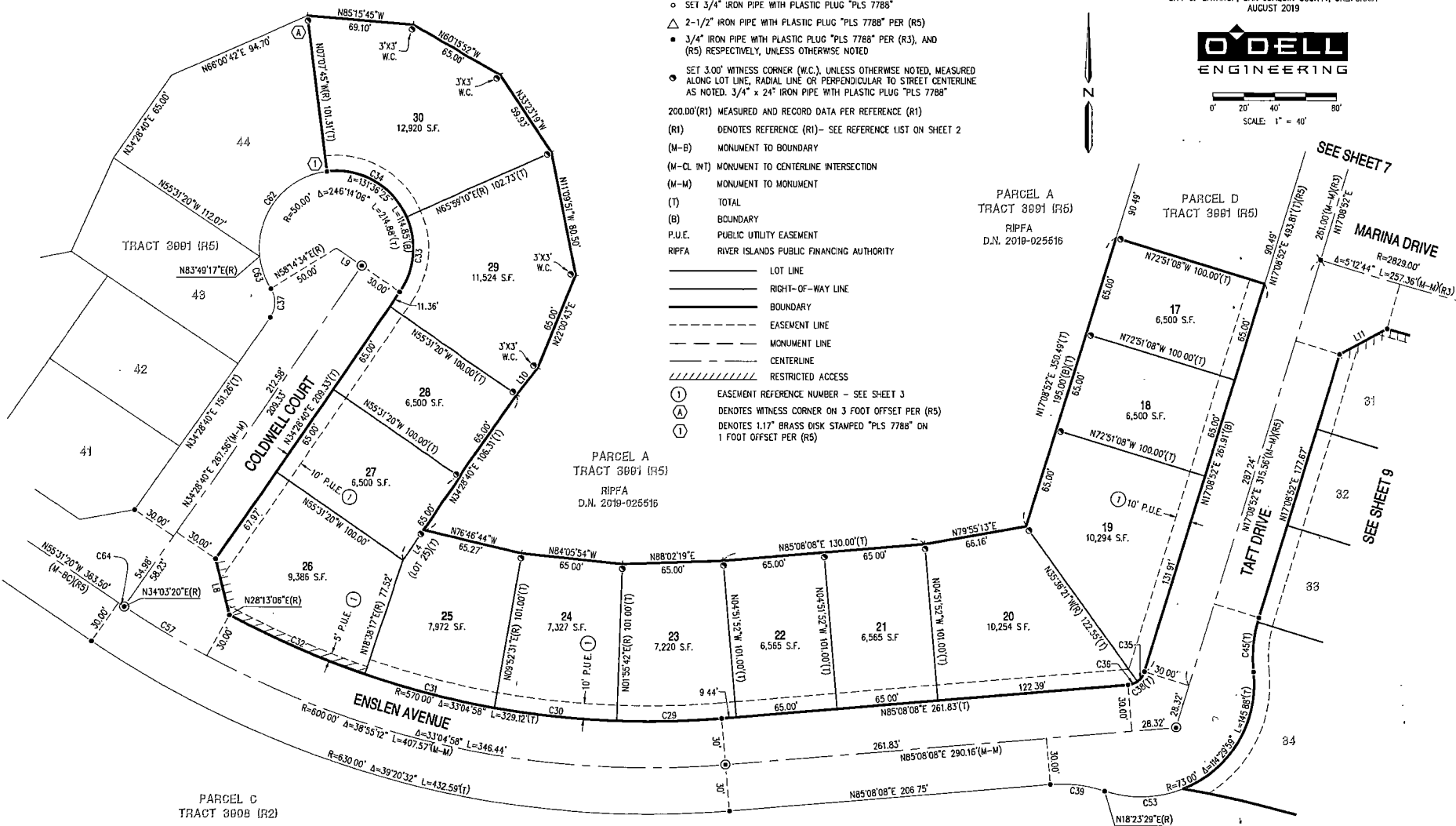
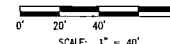
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**TRACT 3992**  
RIVER ISLANDS - STAGE 2A  
VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2019

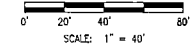


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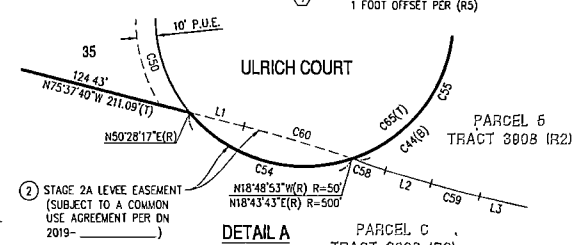
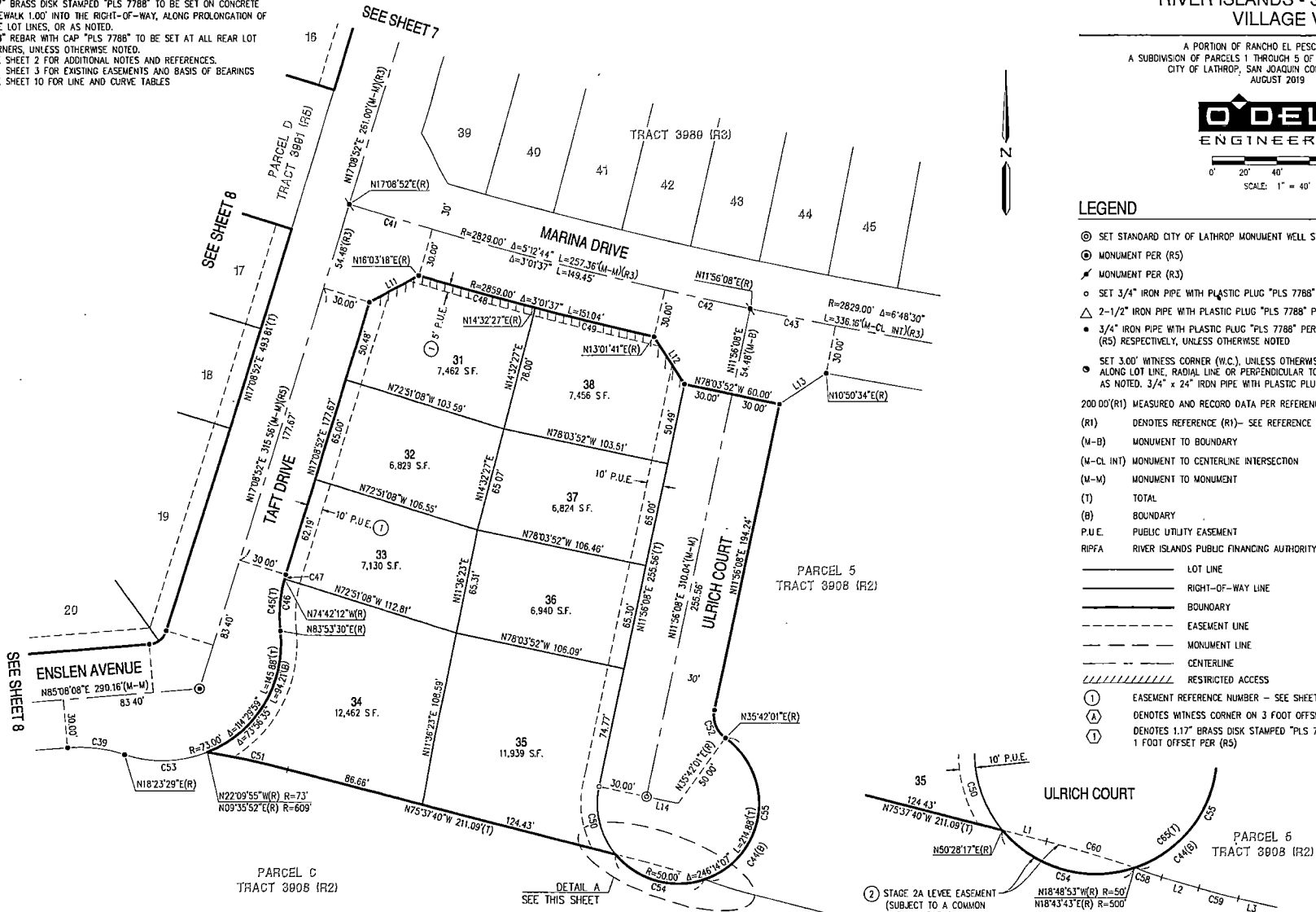
**TRACT 3992**  
**RIVER ISLANDS - STAGE 2A**  
**VILLAGE V**

A PORTION OF RANCHO EL PESCADERO, BEING  
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 AUGUST 2019



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**DETAIL A**  
 NOT TO SCALE



# TRACT 3992

## RIVER ISLANDS - STAGE 2A

### VILLAGE V

A PORTION OF RANCHO EL PESCADERO, BEING  
A SUBDIVISION OF PARCELS 1 THROUGH 5 OF TRACT 3991 (43 M&P 66),  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA  
AUGUST 2019



LINE AND CURVE TABLES FOR COURSES SHOWN ON SHEETS 6 THROUGH 9 ONLY

| LINE TABLE |             |        |
|------------|-------------|--------|
| LINE       | DIRECTION   | LENGTH |
| L1         | N75°37'40"W | 18.85' |
| L2         | N71°06'02"W | 10.34' |
| L3         | N75°37'40"W | 73.27' |
| L4         | N34°28'40"E | 23.69' |
| L5         | N87°10'08"W | 34.98' |
| L6         | N85°59'54"W | 35.71' |
| L7         | N27°15'05"W | 34.98' |
| L8         | N13°39'07"W | 37.23' |
| L9         | N55°31'20"W | 20.00' |
| L10        | N38°09'34"E | 21.86' |
| L11        | N61°36'05"E | 35.02' |
| L12        | N32°31'05"W | 35.02' |
| L13        | N56°23'26"E | 35.02' |
| L14        | N78°03'52"W | 20.00' |
| L15        | N4°01'57"E  | 34.98' |
| L16        | N85°56'28"W | 35.74' |
| L17        | N2°48'17"E  | 35.74' |

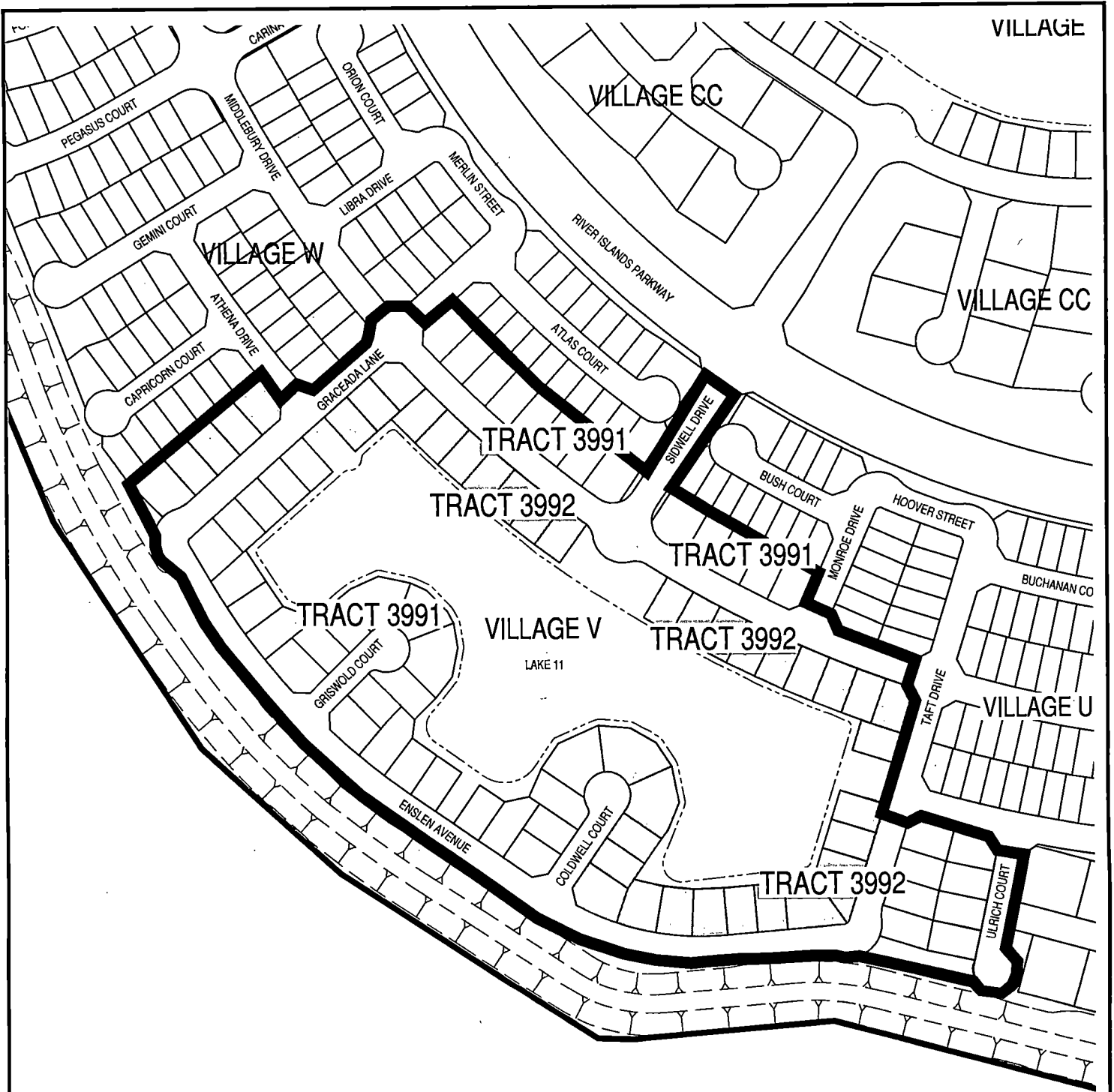
| CURVE TABLE |         |           |         |
|-------------|---------|-----------|---------|
| CURVE       | RADIUS  | DELTA     | LENGTH  |
| C1          | 2568.00 | 10°07'47" | 454.01' |
| C2          | 53.00   | 91°54'51" | 85.03'  |
| C3          | 53.00   | 91°54'50" | 85.02'  |
| C4          | 47.00   | 45°40'48" | 37.47'  |
| C5          | 65.00   | 94°56'11" | 107.70' |
| C6          | 47.00   | 45°40'48" | 37.47'  |
| C7          | 2568.00 | 1°54'51"  | 85.79'  |
| C8          | 2568.00 | 1°47'18"  | 80.15'  |
| C9          | 2568.00 | 1°54'51"  | 85.79'  |
| C10         | 2568.00 | 1°47'18"  | 80.15'  |
| C11         | 47.00   | 38°01'27" | 31.19'  |
| C12         | 2598.00 | 1°09'32"  | 52.55'  |
| C13         | 2598.00 | 1°40'00"  | 75.57'  |
| C14         | 2598.00 | 1°26'01"  | 65.01'  |
| C15         | 2598.00 | 1°26'01"  | 65.01'  |
| C16         | 2598.00 | 1°26'00"  | 64.99'  |
| C17         | 2598.00 | 1°26'01"  | 65.01'  |
| C18         | 2598.00 | 1°26'01"  | 65.01'  |
| C19         | 2598.00 | 1°26'01"  | 65.01'  |
| C20         | 2598.00 | 1°17'43"  | 58.73'  |
| C21         | 2820.00 | 10°7'04"  | 55.02'  |
| C22         | 2568.00 | 1°13'39"  | 55.02'  |
| C23         | 2568.00 | 1°12'05"  | 53.85'  |
| C24         | 2598.00 | 1°26'00"  | 64.99'  |
| C25         | 2598.00 | 1°26'01"  | 65.01'  |

| CURVE TABLE |         |            |         |
|-------------|---------|------------|---------|
| CURVE       | RADIUS  | DELTA      | LENGTH  |
| C26         | 2598.00 | 1°26'01"   | 65.01'  |
| C27         | 2598.00 | 1°26'00"   | 64.99'  |
| C28         | 2598.00 | 1°06'52"   | 50.53'  |
| C29         | 570.00  | 6°47'34"   | 67.58'  |
| C30         | 570.00  | 7°56'49"   | 79.06'  |
| C31         | 570.00  | 8°45'46"   | 87.18'  |
| C32         | 570.00  | 9°34'49"   | 95.31'  |
| C33         | 50.00   | 58°29'30"  | 51.04'  |
| C34         | 50.00   | 73°06'55"  | 63.81'  |
| C35         | 12.00   | 37°14'47"  | 7.80'   |
| C36         | 12.00   | 30°44'29"  | 6.44'   |
| C37         | 17.00   | 66°14'06"  | 19.65'  |
| C38         | 12.00   | 67°59'16"  | 14.24'  |
| C39         | 87.00   | 2°31'52"   | 35.31'  |
| C40         | 47.00   | 7°39'21"   | 6.28'   |
| C41         | 2829.00 | 1°05'34"   | 53.95'  |
| C42         | 2829.00 | 1°05'33"   | 53.94'  |
| C43         | 2829.00 | 1°05'34"   | 53.95'  |
| C44         | 50.00   | 194°46'16" | 169.97' |
| C45         | 87.00   | 2°31'52"   | 35.31'  |
| C46         | 87.00   | 21°24'18"  | 32.50'  |
| C47         | 87.00   | 1°51'04"   | 2.81'   |
| C48         | 2859.00 | 1°30'51"   | 75.56'  |
| C49         | 2859.00 | 1°30'46"   | 75.49'  |
| C50         | 50.00   | 51°27'51"  | 44.91'  |

| CURVE TABLE |         |            |         |
|-------------|---------|------------|---------|
| CURVE       | RADIUS  | DELTA      | LENGTH  |
| C51         | 609.00  | 4°46'28"   | 50.75'  |
| C52         | 17.00   | 66°14'07"  | 19.65'  |
| C53         | 73.00   | 40°33'24"  | 51.67'  |
| C54         | 50.00   | 69°17'10"  | 60.46'  |
| C55         | 50.00   | 125°29'06" | 109.51' |
| C56         | 2568.00 | 1°12'05"   | 53.85'  |
| C57         | 600.00  | 5°50'14"   | 61.13'  |
| C58         | 500.00  | 0°10'15"   | 1.49'   |
| C59         | 200.00  | 4°31'38"   | 15.80'  |
| C60         | 500.00  | 4°21'23"   | 38.02'  |
| C61         | 2568.00 | 1°15'15"   | 56.21'  |
| C62         | 50.00   | 89°02'58"  | 77.71'  |
| C63         | 50.00   | 25°34'43"  | 22.32'  |
| C64         | 600.00  | 0°25'20"   | 4.42'   |
| C65         | 50.00   | 246°14'07" | 214.88' |

**EXHIBIT "B"**

**TRACT 3992 AND VILLAGE V AREA**



**EXHIBIT "B"**  
**VILLAGE V**  
**VICINITY MAP**  
**OCTOBER 2019**

## EXHIBIT "C"

### CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:

a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.

b. State that "the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.

c. Include a statement that, "the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage." The above language can be included on the additional insured endorsement form or on a separate endorsement form.

d. The policy must contain a cross liability or severability of interest clause.

e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

|                                                                                                                |                         |                                                                                         |  |
|----------------------------------------------------------------------------------------------------------------|-------------------------|-----------------------------------------------------------------------------------------|--|
| AGENCY<br>Willis Towers Watson Insurance Services West, Inc. aka Willis Insurance Services of California, Inc. |                         | NAMED INSURED<br>River Islands Development, LLC<br>73 W Stewart Rd<br>Lathrop, CA 95330 |  |
| POLICY NUMBER<br>See Page 1                                                                                    |                         | EFFECTIVE DATE: See Page 1                                                              |  |
| CARRIER<br>See Page 1                                                                                          | NAIC CODE<br>See Page 1 |                                                                                         |  |

**ADDITIONAL REMARKS**

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

insurance afforded to the named insured by this policy and shall not contribute to any loss as respects the insureds operations

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

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

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

| <b>Name Of Additional Insured Person(s) Or Organization(s):</b>                                                                                                       | <b>Location(s) Of Covered Operations</b>                                             |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| City of Lathrop<br>its officers, City Council, boards and commissions<br>and members thereof, its employees and agents<br>390 Towne Centre Drive<br>Lathrop, CA 95330 | As Required By Written Contract, Fully Executed Prior To<br>The Named Insured's Work |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.                                                                |                                                                                      |

**A. Section II Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- 1 Your acts or omissions; or
- 2 The acts or omissions of those acting on your behalf;

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

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

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

- 1 All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2 That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**UNITED SPECIALTY INSURANCE COMPANY**

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

**USIC VEN 016 11 10 07**

**Named Insured: River Islands Development, LLC  
Policy Number: ATN-SF1811644P**

**PRIMARY AND NON-CONTRIBUTING INSURANCE  
(Third Party's Sole Negligence)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to Section IV – Commercial General Liability Conditions, Paragraph 4:

**Section IV: Commercial General Liability Conditions**

**4. Other Insurance:**

- d. Notwithstanding the provisions of sub-paragraphs a, b, and c of this paragraph 4, with respect to the Third Party shown below, it is understood and agreed that in the event of a claim or "suit" arising out of the Named Insured's sole negligence, this insurance shall be primary and any other insurance maintained by the additional insured named as the Third Party below shall be excess and non-contributory.

The Third Party to whom this endorsement applies is:

City of Lathrop, its officers, City Council,  
boards and commissions and members thereof,  
its employees and agents  
390 Towne Centre Drive  
Lathrop, CA 95330

Absence of a specifically named Third Party above means that the provisions of this endorsement apply "as required by written contractual agreement with any Third party for whom you are performing work."

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.



**UNITED SPECIALTY INSURANCE COMPANY**

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

**USIC VEN 078 03 11 07**

**Named Insured: River Islands Development, LLC  
Policy Number: ATN-SF1811644P**

**THIRD PARTY CANCELLATION NOTICE**

This endorsement shall not serve to increase our limits of insurance, as described in **SECTION III - LIMITS OF INSURANCE.**

This endorsement modifies Conditions provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**If we cancel this policy for any reason other than nonpayment of premium, we will mail notification to the persons or organizations shown in the schedule below (according to the number of days listed below) once the Named Insured has been notified.**

**If we cancel this coverage for nonpayment of premium, we will mail a copy of such written notice of cancellation to the name and address below at least 10 days prior to the effective date of such cancellation.**

**Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.**

**SCHEDULE**

| <b><u>Name and Address of Other Person/Organization</u></b>                                                                                                      | <b><u>Number of Days Notice</u></b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents<br>390 Towne Centre Drive<br>Lathrop, CA 95330 | 30 Days                             |

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

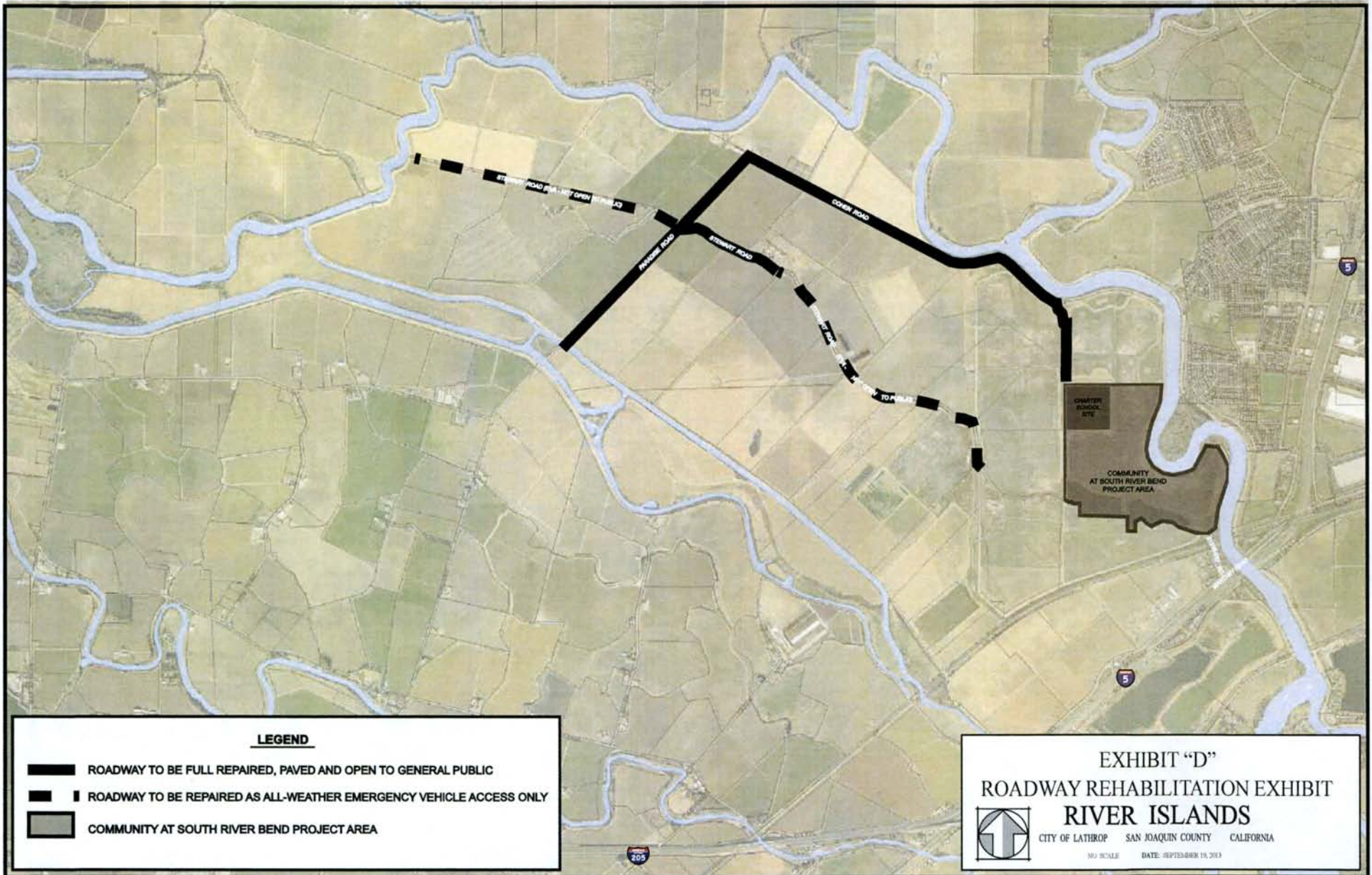
Subdivision Improvement Agreement (River Islands Development, LLC)

Tract 3992

Page 13

**EXHIBIT "D"**

**COHEN/PARADISE/STEWART REHABILITATION MAP**



**EXHIBIT "E"**  
**UNFINISHED IMPROVEMENT COST ESTIMATE**

ENGINEER'S BOND ESTIMATE  
**COST TO COMPLETE**  
**RIVER ISLANDS - PHASE 2A**  
**VILLAGE V (86 LOTS)**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

September 4, 2018  
 Job No.: 25502-96

| Item                             | Description                                                                         | Quantity | Unit | Unit Price    | Amount            |
|----------------------------------|-------------------------------------------------------------------------------------|----------|------|---------------|-------------------|
| 1                                | Catch Basin Tops (50% Completion)                                                   | 1        | LS   | \$ 51,000.00  | \$ 51,000.00      |
| 2                                | Handicap Ramps (0% Completion)                                                      | 1        | LS   | \$ 36,400.00  | \$ 36,400.00      |
| 3                                | Joint Trench (0% Completion)                                                        | 1        | LS   | \$ 316,070.00 | \$ 316,070.00     |
| 4                                | 3" AC Paving (0% Completion)                                                        | 1        | LS   | \$ 56,700.00  | \$ 56,700.00      |
| 5                                | 4.5" AC Paving (0% Completion)                                                      | 1        | LS   | \$ 319,680.00 | \$ 319,680.00     |
| 6                                | Storm Drain & Sanitary Sewer Manholes and Gate Valves Raising Iron (95% Completion) | 1        | LS   | \$ 28,500.00  | \$ 28,500.00      |
| 7                                | Set Water Boxes and SSCO Boxes (95% Completion)                                     | 1        | LS   | \$ 43,000.00  | \$ 43,000.00      |
| 8                                | Survey Monuments (0% Completion)                                                    | 1        | LS   | \$ 5,700.00   | \$ 5,700.00       |
| 9                                | Signing & Striping (0% Completion)                                                  | 1        | LS   | \$ 26,400.00  | \$ 26,400.00      |
| <b>TOTAL COST TO COMPLETE \$</b> |                                                                                     |          |      |               | <b>883,450.00</b> |

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Village V.

ENGINEER'S PRELIMINARY COST ESTIMATE  
**VILLAGE V (86 LOTS)**  
**STAGE 2A**  
**RIVER ISLANDS**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2018  
 Job No.: 25510.76

| Item                                             | Description                       | Quantity | Unit | Unit Price   | Amount               |
|--------------------------------------------------|-----------------------------------|----------|------|--------------|----------------------|
| <b><u>STREETSCAPE</u></b>                        |                                   |          |      |              |                      |
| 1                                                | Landscape/Irrigation Improvements | 7,244    | SF   | \$ 5.00      | \$ 36,220.00         |
| 2                                                | Bouy                              | 1        | LS   | \$ 10,000.00 | \$ 10,000.00         |
|                                                  | Subtotal Streetscape              |          |      |              | \$ 46,220.00         |
| <b><u>POCKET PARK</u></b>                        |                                   |          |      |              |                      |
| 1                                                | Landscape/Irrigation Improvements | 50,453   | SF   | \$ 8.00      | \$ 403,624.00        |
|                                                  | Subtotal Pocket Park              |          |      |              | \$ 403,624.00        |
| <b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b> |                                   |          |      |              | <b>\$ 449,844.00</b> |

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, docks, steps/stairs to dock, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

**EXHIBIT "F"**

**VILLAGE V IMPROVEMENTS ENGINEER'S ESTIMATE**

ENGINEER'S OPINION OF PROBABLE COST  
**VILLAGE V (86 LOTS)**  
**STAGE 2A**  
**RIVER ISLANDS**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 7, 2018  
 Job No.: 25502-96

| Item                         | Description                                                    | Quantity | Unit | Unit Price  | Amount          |
|------------------------------|----------------------------------------------------------------|----------|------|-------------|-----------------|
| <b><u>STREET WORK</u></b>    |                                                                |          |      |             |                 |
| 1                            | Fine Grading                                                   | 242,900  | SF   | \$ 0.45     | \$ 109,305.00   |
| 2                            | 3" AC Paving                                                   | 34,500   | SF   | \$ 1.50     | \$ 51,750.00    |
| 3                            | 4.5" AC Paving                                                 | 132,800  | SF   | \$ 2.25     | \$ 298,800.00   |
| 4                            | 6" Aggregate Base                                              | 34,500   | SF   | \$ 0.90     | \$ 31,050.00    |
| 5                            | 8" Aggregate Base                                              | 132,800  | SF   | \$ 1.20     | \$ 159,360.00   |
| 6                            | Vertical Curb and Gutter ( <i>with AB cushion</i> )            | 4,030    | LF   | \$ 15.00    | \$ 60,450.00    |
| 7                            | Rolled Curb and Gutter ( <i>with AB cushion</i> )              | 5,930    | LF   | \$ 15.00    | \$ 88,950.00    |
| 8                            | Concrete Sidewalk                                              | 37,300   | SF   | \$ 5.00     | \$ 186,500.00   |
| 9                            | Driveway Approach                                              | 86       | EA   | \$ 600.00   | \$ 51,600.00    |
| 10                           | Handicap Ramps                                                 | 12       | EA   | \$ 2,500.00 | \$ 30,000.00    |
| 11                           | Survey Monuments                                               | 13       | EA   | \$ 300.00   | \$ 3,900.00     |
| 12                           | Traffic Striping & Signage                                     | 5,060    | LF   | \$ 5.00     | \$ 25,300.00    |
| 13                           | Dewatering ( <i>budget</i> )                                   | 5,060    | LF   | \$ 40.00    | \$ 202,400.00   |
| Subtotal Street Work         |                                                                |          |      |             | \$ 1,299,365.00 |
| <b><u>STORM DRAIN</u></b>    |                                                                |          |      |             |                 |
| 14                           | Catch Basins ( <i>type A inlet</i> )                           | 1        | EA   | \$ 2,400.00 | \$ 2,400.00     |
| 15                           | Catch Basins ( <i>type A inlet over type I manhole base</i> )  | 25       | EA   | \$ 2,800.00 | \$ 70,000.00    |
| 16                           | Catch Basins ( <i>type A inlet over type II manhole base</i> ) | 5        | EA   | \$ 5,000.00 | \$ 25,000.00    |
| 17                           | 15" Storm Drain Pipe                                           | 1,720    | LF   | \$ 34.00    | \$ 58,480.00    |
| 18                           | 18" Storm Drain Pipe                                           | 220      | LF   | \$ 46.00    | \$ 10,120.00    |
| 19                           | 24" Storm Drain Pipe                                           | 660      | LF   | \$ 65.00    | \$ 42,900.00    |
| 20                           | 30" Storm Drain Pipe                                           | 550      | LF   | \$ 80.00    | \$ 44,000.00    |
| 21                           | 36" Storm Drain Pipe                                           | 250      | LF   | \$ 95.00    | \$ 23,750.00    |
| 22                           | 42" Storm Drain Pipe                                           | 290      | LF   | \$ 120.00   | \$ 34,800.00    |
| 23                           | 54" Storm Drain Pipe                                           | 160      | LF   | \$ 130.00   | \$ 20,800.00    |
| 24                           | Manholes ( <i>type II</i> )                                    | 1        | EA   | \$ 5,000.00 | \$ 5,000.00     |
| 25                           | Manholes ( <i>type III</i> )                                   | 1        | EA   | \$ 7,500.00 | \$ 7,500.00     |
| 26                           | Connect to Existing                                            | 11       | EA   | \$ 1,700.00 | \$ 18,700.00    |
| 27                           | Stub & Plug                                                    | 2        | EA   | \$ 1,000.00 | \$ 2,000.00     |
| Subtotal Storm Drain         |                                                                |          |      |             | \$ 365,450.00   |
| <b><u>SANITARY SEWER</u></b> |                                                                |          |      |             |                 |
| 28                           | 8" Sanitary Sewer Pipe                                         | 4,630    | LF   | \$ 28.00    | \$ 129,640.00   |
| 29                           | Manholes                                                       | 17       | EA   | \$ 4,000.00 | \$ 68,000.00    |
| 30                           | Sewer Service                                                  | 86       | EA   | \$ 600.00   | \$ 51,600.00    |
| 31                           | Plug & Stub                                                    | 3        | EA   | \$ 1,000.00 | \$ 3,000.00     |
| 32                           | Connect to Existing                                            | 3        | EA   | \$ 3,000.00 | \$ 9,000.00     |
| Subtotal Sanitary Sewer      |                                                                |          |      |             | \$ 261,240.00   |



| Item                                             | Description                                                     | Quantity | Unit | Unit Price  | Amount                 |
|--------------------------------------------------|-----------------------------------------------------------------|----------|------|-------------|------------------------|
| <b><u>WATER SUPPLY</u></b>                       |                                                                 |          |      |             |                        |
| 33                                               | 8" Water Line <i>(including all appurtenances)</i>              | 3,750    | LF   | \$ 32.00    | \$ 120,000.00          |
| 34                                               | 10" Water Line <i>(including all appurtenances)</i>             | 1,230    | LF   | \$ 40.00    | \$ 49,200.00           |
| 35                                               | Water Plug & Stub                                               | 3        | EA   | \$ 1,000.00 | \$ 3,000.00            |
| 36                                               | Water Service                                                   | 89       | EA   | \$ 2,000.00 | \$ 178,000.00          |
| 37                                               | Fire Hydrants                                                   | 11       | EA   | \$ 4,000.00 | \$ 44,000.00           |
| 38                                               | Connect to Existing                                             | 5        | EA   | \$ 4,000.00 | \$ 20,000.00           |
| Subtotal Water Supply                            |                                                                 |          |      |             | \$ 414,200.00          |
| <b><u>NON-POTABLE WATER</u></b>                  |                                                                 |          |      |             |                        |
| 39                                               | 12" Non-Potable Water Line <i>(including all appurtenances)</i> | 890      | LF   | \$ 50.00    | \$ 44,500.00           |
| 40                                               | Non-Potable Water Service                                       | 1        | EA   | \$ 2,000.00 | \$ 2,000.00            |
| 41                                               | Connect to Existing                                             | 3        | EA   | \$ 3,000.00 | \$ 9,000.00            |
| Subtotal Non-Potable Water                       |                                                                 |          |      |             | \$ 55,500.00           |
| <b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b> |                                                                 |          |      |             | <b>\$ 2,396,000.00</b> |
| <b>COST PER LOT</b>                              |                                                                 |          |      |             | <b>\$ 27,860.00</b>    |

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

ENGINEER'S PRELIMINARY COST ESTIMATE  
**VILLAGE V (86 LOTS)**  
**STAGE 2A**  
**RIVER ISLANDS**  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

October 29, 2018  
Job No.: 25510.76

| Item                                             | Description                       | Quantity | Unit | Unit Price   | Amount               |
|--------------------------------------------------|-----------------------------------|----------|------|--------------|----------------------|
| <b><u>STREETSCAPE</u></b>                        |                                   |          |      |              |                      |
| 1                                                | Landscape/Irrigation Improvements | 7,244    | SF   | \$ 5.00      | \$ 36,220.00         |
| 2                                                | Bouy                              | 1        | LS   | \$ 10,000.00 | \$ 10,000.00         |
|                                                  | Subtotal Streetscape              |          |      |              | \$ 46,220.00         |
| <b><u>POCKET PARK</u></b>                        |                                   |          |      |              |                      |
| 1                                                | Landscape/Irrigation Improvements | 50,453   | SF   | \$ 8.00      | \$ 403,624.00        |
|                                                  | Subtotal Pocket Park              |          |      |              | \$ 403,624.00        |
| <b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b> |                                   |          |      |              | <b>\$ 449,844.00</b> |

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, frontyard/pkwy strip landscape and irrigation, docks, steps/stairs to dock, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.

**EXHIBIT "G"**

**RIPFA LETTER OF GUARANTEE  
INTERIM PUBLIC ACCESS WITHIN THE STAGE 2A DEVELOPMENT AREA  
DATED MAY 4, 2017**

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

73 W. STEWART ROAD  
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

May 4, 2017

Glenn Gebhardt, City Engineer  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, California 95330

Subject: **Letter of Guarantee - Construction of Interim Public Access within the River Islands at Lathrop Stage 2A Development Area**

This Letter of Guarantee is being made in lieu of a performance bond for the construction of an interim public access (public right of way) within the Stage 2A development area of the River Islands development project. River Islands Development, LLC ("RID") has requested the permanent closure of Cohen Road from Stage 1 to Paradise Road and Paradise Road from Stewart Road to the Stage 2A levee (see Exhibit "A" attached to this Letter of Guarantee). This closure would allow the construction of the Stage 2B levee system. The closure will not allow public traffic to utilize Paradise Road to access the River Islands development area while the construction of the Stage 2B levee is occurring, but still allow emergency vehicles access to the area via all-weather access roads.

RID plans to construct River Islands Parkway from its current terminus in Stage 1, through the Stage 2A development area and into Stage 2B and reconstruct Paradise Road within Stage 2B to restore public access to the project from the Tracy/Banta area. Until these roads are constructed and dedicated to the City for public use, the City is requiring security to restore public access to Paradise Road should RID fail to perform. We are providing you this Letter of Guarantee for this purpose.

The engineer's estimate as provided by O'Dell Engineering for a 28-foot-wide paved roadway, equivalent to existing Cohen Road, in the general alignment of proposed River Islands Parkway from Stage 1 to Paradise Road through Stage 2B is \$453,000 (See Exhibit "B"). The total length of this "guarantee roadway" is 6,150 linear feet. As a result, the Authority hereby agrees to set-aside funds in the amount of \$543,600, which amount is equal to 120% of the engineer's estimate, in-lieu of a performance bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including roadways.

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until August 1, 2020, or until such time that permanent roadways are

constructed and dedicated to the City to restore permanent public access to Paradise Road, whichever comes first. If the permanent roadways are not constructed, inspected and accepted by the City by August 1, 2020 and the deadline is not extended by the City in writing, no later than August 2, 2020, the Authority will cause one of the following to occur:

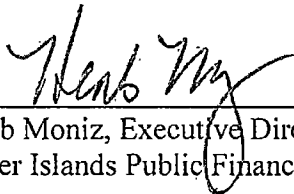
1. The Authority shall use the funds set aside in the Improvement Fund to construct a 28-foot-wide paved roadway in a new alignment, equivalent to the existing Cohen Road or, to reconstruct the existing 28-foot-wide paved Cohen and Paradise roadways in the original alignment at the City's direction. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadways necessary to restore access are constructed, inspected and operational, not to exceed December 31, 2020-.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable roadways. In such event, the City will use reasonable diligence to complete the construction of the roadways. Once permanent access has been constructed to the satisfaction of the City Engineer, and all costs related thereto have been paid, the City shall return any of the unspent funds and any investment earnings thereon to the Authority for redeposit to the Improvement Fund. Until the completion of the roadways and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it, and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs associated with the roadways necessary to restore public access, and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the remaining roadway work necessary to restore public access.
3. Since the construction of roadways within Stages 2A and 2B are phased and will continue to be constructed by RID, RD 2062 or the Authority over time, the Authority may request a reduction in the amount of funds necessary to be held from the Improvement Fund as segments of permanent public roadways are constructed and dedicated to the City. For instance, segments of River Islands Parkway through Stage 2A should be completed in late 2017/early 2018 and dedication of this segment would reduce the amount of security described herein. As a result, a reduction of \$88.40 per LF (\$543,600/6,150 LF) shall be granted for each linear foot permanently constructed and dedicated to the City.

The Authority shall retain the discretion to choose between the two options outlined above as the applicable security and to request reduction of the security as described in section 3 above. As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the

Glenn Gebhardt, City Engineer  
City of Lathrop  
May 4, 2017  
Page 3 of 3

City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.

Sincerely,

By:   
Herb Moniz, Executive Director  
River Islands Public Financing Authority

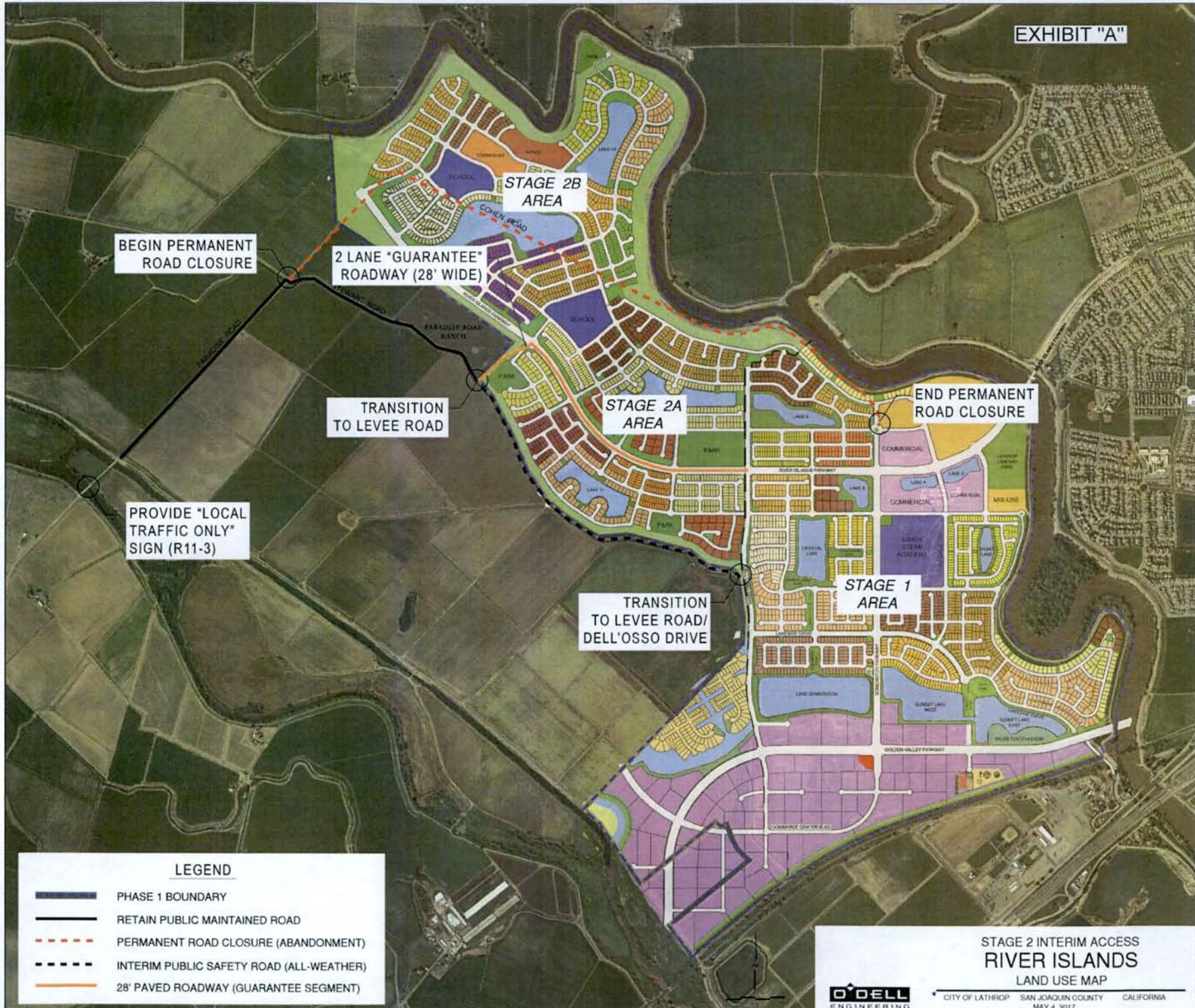
Enclosures: Exhibit "A": Location of Applicable Roadways – Cohen/Paradise  
Exhibit "B": O'Dell Engineering – Engineer's Estimates

cc: Susan Dell'Osso, River Islands Development, LLC  
John Zhang, O'Dell Engineering, Inc.

I Accept on Behalf of the City of Lathrop the Terms and Conditions of the foregoing Letter of Guarantee.

By: \_\_\_\_\_  
Glenn R. Gebhardt, City Engineer

\_\_\_\_\_  
Date



BEGIN PERMANENT ROAD CLOSURE

2 LANE "GUARANTEE" ROADWAY (28' WIDE)

TRANSITION TO LEVEE ROAD

PROVIDE "LOCAL TRAFFIC ONLY" SIGN (R11-3)

TRANSITION TO LEVEE ROAD/ DELL'OSSO DRIVE

END PERMANENT ROAD CLOSURE

LEGEND

- PHASE 1 BOUNDARY
- RETAIN PUBLIC MAINTAINED ROAD
- PERMANENT ROAD CLOSURE (ABANDONMENT)
- INTERIM PUBLIC SAFETY ROAD (ALL-WEATHER)
- 28' PAVED ROADWAY (GUARANTEE SEGMENT)



STAGE 2 INTERIM ACCESS RIVER ISLANDS LAND USE MAP

CITY OF LATHROP SAN JOAQUIN COUNTY CALIFORNIA MAY 4, 2017

# EXHIBIT "B"



ENGINEER'S OPINION OF PROBABLE COST  
**INTERIM ROAD CONNECTION - STAGE 2A**  
**GUARANTEE**  
**RIVER ISLANDS - PHASE 1**  
 CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

May 4, 2017

| Item                                             | Description               | Quantity | Unit | Unit Price   | Amount               |
|--------------------------------------------------|---------------------------|----------|------|--------------|----------------------|
| <b><u>SITE PREPARATION</u></b>                   |                           |          |      |              |                      |
| 1                                                | Mobilization <sup>1</sup> | 1        | LS   | \$ 25,000.00 | \$ 22,750.00         |
| 2                                                | Erosion Control           | 1        | LS   | \$ 2,500.00  | \$ 2,500.00          |
| Subtotal Site Preparation                        |                           |          |      |              | \$ 25,250.00         |
| <b><u>GRADING</u></b>                            |                           |          |      |              |                      |
| 3                                                | Earthwork <sup>2</sup>    | 1,600    | CY   | \$ 5.00      | \$ 8,000.00          |
| Subtotal Grading                                 |                           |          |      |              | \$ 8,000.00          |
| <b><u>MISCELLANEOUS</u></b>                      |                           |          |      |              |                      |
| 4                                                | 3" AC (6150 LF)           | 172,200  | SF   | \$ 1.50      | \$ 258,300.00        |
| 5                                                | 6" AB (6150 LF)           | 172,200  | SF   | \$ 0.90      | \$ 154,980.00        |
| 6                                                | Conform to Existing       | 2        | LS   | \$ 3,000.00  | \$ 6,000.00          |
| Subtotal Miscellaneous                           |                           |          |      |              | \$ 419,280.00        |
| <b>SUBTOTAL CONSTRUCTION COST</b>                |                           |          |      |              | <b>\$ 452,530.00</b> |
| <b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b> |                           |          |      |              | <b>\$ 453,000.00</b> |

Notes:

- 1) Mobilization assumed to be 5% of total cost.
- 2) Earthwork quantity includes 35% shrinkage.



**EXHIBIT "H"**

**RIPFA LETTER OF GUARANTEE  
RIVER ISLANDS PARKWAY WITHIN THE STAGE 2A DEVELOPMENT AREA  
DATED JUNE 26, 2018**

**RIVER ISLANDS PUBLIC FINANCING AUTHORITY**

73 W. STEWART ROAD  
LATHROP, CALIFORNIA 95330

TEL: (209) 879-7900

June 26, 2018

Glenn Gebhardt, City Engineer  
City of Lathrop  
390 Towne Centre Drive  
Lathrop, California 95330

**Subject: Letter of Guarantee - Construction of River Islands Parkway from Dell'Osso Drive to the Stage 2B Boundary (Lakeside East District) – Tract 3908**

This Letter of Guarantee is being made in lieu of a performance bond for the construction of unfinished portions of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary within the Stage 2A development area of the River Islands development project (also known as the Lakeside East District). River Islands Public Financing Authority (Authority) is providing the funding for public improvements in the Stage 2A development area, including improvements to River Islands Parkway (Improvements). It is our understanding that a guarantee for construction of the River Islands Parkway Improvements through Stage 2A is required as a condition precedent to City Council approval of the Tract 3908 large lot subdivision map proposed by River Islands Development, LLC. Since the Authority is already setting aside funds for the full construction of River Islands Parkway, we are providing you this Letter of Guarantee as the required subdivision guarantee necessary for the Tract 3908 large lot final map.

The engineer's estimates as provided by O'Dell Engineering for the full cost of the of River Islands Parkway Improvements from Dell'Osso Drive to the Stage 2B boundary is \$5,264,000, and for the unfinished portions (as of June 15, 2018) of River Islands Parkway from Dell'Osso Drive to the Stage 2B boundary is \$338,004 (attached as Exhibit "A"). The Authority hereby agrees to set-aside funds in the amount of \$450,000, which amount is equal to 180% of this engineer's estimate of the unfinished improvements, in-lieu of a 100% performance bond and 50% labor and materials bond. The funds are currently held, and will be set aside, in the Improvement Fund established under the Fiscal Agent Agreement, dated as of December 1, 2015, between the Authority and Wilmington Trust, National Association, as fiscal agent. The Joint Community Facilities Agreement, dated as of November 16, 2015, between the Authority and the City allows for funds in the Improvement Fund to be used to pay costs of infrastructure improvements for the River Islands development, including River Islands Parkway. Also attached to this Letter of Guarantee is an exhibit showing the portion of River Islands Parkway being guaranteed by this letter for your reference (Exhibit "B").

Under the terms of this Letter of Guarantee, the Authority shall hold the funds as stated herein in the Improvement Fund until July 8, 2019, or until such time River Islands Parkway through Stage 2A is fully constructed, inspected and accepted into service by the City, whichever comes first. If this portion of River Islands Parkway is not constructed, inspected and accepted into service by the City by July 8, 2019 and the deadline is not extended by the City in writing, no later than September 30, 2019, the Authority will cause one of the following to occur:

1. The Authority shall use the funds set aside in the Improvement Fund to construct the River Islands Parkway Improvements. The Authority shall utilize a suitable contractor and bid the work under applicable law. The Authority and the City shall mutually agree to a timeline to which the roadway will be constructed, inspected and operational, no later than one year from the deadline noted above.
2. The Authority shall withdraw the funds from the set aside monies in the Improvement Fund and provide said monies to the City, to be held in a segregated account maintained by the City, to be used solely for construction or reconstruction of the applicable portion of River Islands Parkway. In such event, the City will use reasonable diligence to complete the construction of the River Islands Parkway. Until the completion of the River Islands Parkway and return of any excess funds to the Authority, the City will maintain records as to the reinvestment of the funds provided to it and will provide the Authority with its records as to any such investment earnings upon written request of the Authority. Additionally, in the event that the City advises the Authority in writing that the funds provided to the City are not sufficient to pay all of the costs of the construction of the River Islands Parkway and advises the Authority as to the amount of the shortfall, the Authority will advance funds to the City from the Improvement Fund in the amount of the shortfall. In such event, and upon the written request of the Authority, the City will provide to the Authority a detailed breakdown of the costs of the construction of the unfinished portions of River Islands Parkway through Stage 2A.

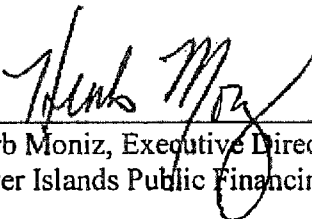
The Authority shall retain the discretion to choose between the two options outlined above. However, if any River Islands Parkway improvements remain incomplete on September 30, 2020, the Authority shall immediately resort to Option 2, and shall provide set aside moneys in the Improvement Fund as requested by the City to allow the City to complete the uncompleted improvements.

In addition, the commitment for the Authority to set aside these funds shall continue until the Improvements are constructed and accepted by the City Council, and the developer provides a one year maintenance bond in the amount of \$526,400 (10% of the full cost of the Improvements), or until the Authority provides an acceptable replacement letter of guarantee in that same amount of \$526,400 to guarantee the quality and condition of the full Improvements for one year from the date of acceptance by the City Council.

Glenn Gebhardt, City Engineer  
City of Lathrop – Letter of Guarantee for Tract 3908  
June 15, 2018  
Page 3 of 3

As confirmation of the acceptance of the terms and conditions of this Letter of Guarantee by the City, please sign and date this letter as shown on the next page. Should you have any questions regarding this Letter of Guarantee, please contact me at (209) 879-7900.


Sincerely,

By:   
Herb Moniz, Executive Director  
River Islands Public Financing Authority

Enclosures: Exhibit "A": Engineer's Estimate of full improvements from O'Dell Engineering  
and Engineer's Estimate of unfinished improvements from O'Dell  
Engineering  
Exhibit "B": Location of guarantee on River Islands Parkway

cc: Susan Dell'Osso, River Islands Development, LLC

I Accept on Behalf of the City of Lathrop the Terms and Conditions  
of the foregoing Letter of Guarantee.

By:   
Glenn R. Gebhardt, City Engineer

7/9/18  
Date

ENGINEER'S OPINION OF PROBABLE COST  
RIVER ISLANDS - STAGE 2A  
RIVER ISLANDS PARKWAY  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

March 6, 2018  
Job No.: 25503-01

| Item                         | Description                                         | Quantity | Unit | Unit Price  | Amount          |
|------------------------------|-----------------------------------------------------|----------|------|-------------|-----------------|
| <b><u>STREET WORK</u></b>    |                                                     |          |      |             |                 |
| 1                            | Fine Grading                                        | 621,700  | SF   | \$ 0.45     | \$ 279,765.00   |
| 2                            | 7" AC Paving                                        | 316,800  | SF   | \$ 3.50     | \$ 1,108,800.00 |
| 3                            | 11" Aggregate Base                                  | 316,800  | SF   | \$ 1.65     | \$ 522,720.00   |
| 4                            | 12" Lime Treatment                                  | 316,800  | SF   | \$ 1.10     | \$ 348,480.00   |
| 5                            | Vertical Curb and Gutter <i>(with AB cushion)</i>   | 9,600    | LF   | \$ 15.00    | \$ 144,000.00   |
| 6                            | Type F Median Curb <i>(with AB cushion)</i>         | 9,100    | LF   | \$ 18.00    | \$ 163,800.00   |
| 7                            | Roundabout Concrete                                 | 2,400    | SF   | \$ 5.00     | \$ 12,000.00    |
| 8                            | Concrete Sidewalk                                   | 77,400   | SF   | \$ 5.00     | \$ 387,000.00   |
| 9                            | Handicap Ramps                                      | 20       | EA   | \$ 2,500.00 | \$ 50,000.00    |
| 10                           | Survey Monuments                                    | 7        | EA   | \$ 300.00   | \$ 2,100.00     |
| 11                           | Barricades                                          | 1        | EA   | \$ 1,500.00 | \$ 1,500.00     |
| 12                           | Traffic Signing & Striping                          | 4,710    | LF   | \$ 5.00     | \$ 23,550.00    |
| 13                           | Dewatering <i>(Budget)</i>                          | 4,710    | LF   | \$ 75.00    | \$ 353,250.00   |
| Subtotal Street Work         |                                                     |          |      |             | \$ 3,396,965.00 |
| <b><u>STORM DRAIN</u></b>    |                                                     |          |      |             |                 |
| 14                           | Catch Basins <i>(type A inlet)</i>                  | 24       | EA   | \$ 2,400.00 | \$ 57,600.00    |
| 15                           | 15" Storm Drain Pipe                                | 1,110    | LF   | \$ 34.00    | \$ 37,740.00    |
| 16                           | 18" Storm Drain Pipe                                | 220      | LF   | \$ 46.00    | \$ 10,120.00    |
| 17                           | 24" Storm Drain Pipe                                | 780      | LF   | \$ 65.00    | \$ 50,700.00    |
| 18                           | Storm Drain Stub & Plug                             | 9        | EA   | \$ 1,000.00 | \$ 9,000.00     |
| Subtotal Storm Drain         |                                                     |          |      |             | \$ 165,160.00   |
| <b><u>SANITARY SEWER</u></b> |                                                     |          |      |             |                 |
| 19                           | 24" Sanitary Sewer Pipe                             | 50       | LF   | \$ 150.00   | \$ 7,500.00     |
| 20                           | Manholes                                            | 24       | LF   | \$ 4,000.00 | \$ 96,000.00    |
| 21                           | Connect to Existing Sanitary Sewer                  | 2        | EA   | \$ 3,000.00 | \$ 6,000.00     |
| Subtotal Sanitary Sewer      |                                                     |          |      |             | \$ 109,500.00   |
| <b><u>WATER SUPPLY</u></b>   |                                                     |          |      |             |                 |
| 22                           | 8" Water Line <i>(including all appurtenances)</i>  | 740      | LF   | \$ 32.00    | \$ 23,680.00    |
| 23                           | 10" Water Line <i>(including all appurtenances)</i> | 280      | LF   | \$ 40.00    | \$ 11,200.00    |
| 24                           | 20" Water Line <i>(including all appurtenances)</i> | 4,630    | LF   | \$ 100.00   | \$ 463,000.00   |
| 25                           | Fire Hydrants                                       | 16       | EA   | \$ 4,000.00 | \$ 64,000.00    |
| 26                           | Water Service                                       | 6        | EA   | \$ 2,000.00 | \$ 12,000.00    |
| 27                           | Water Plug & Stub                                   | 9        | EA   | \$ 1,000.00 | \$ 9,000.00     |
| 28                           | Connect to Existing Water                           | 1        | EA   | \$ 4,000.00 | \$ 4,000.00     |
| Subtotal Water Supply        |                                                     |          |      |             | \$ 586,880.00   |

| Item                                             | Description                                                          | Quantity | Unit | Unit Price  | Amount                 |
|--------------------------------------------------|----------------------------------------------------------------------|----------|------|-------------|------------------------|
| <b><u>RECYCLED WATER</u></b>                     |                                                                      |          |      |             |                        |
| 29                                               | 8" Recycled Water Flushing Line <i>(including all appurtenances)</i> | 80       | LF   | \$ 45.00    | \$ 3,600.00            |
| 30                                               | 12" Recycled Water Drain Line <i>(including all appurtenances)</i>   | 150      | LF   | \$ 55.00    | \$ 8,250.00            |
| 31                                               | 16" Recycled Water Line <i>(including all appurtenances)</i>         | 4,650    | LF   | \$ 65.00    | \$ 302,250.00          |
| 32                                               | Recycled Water Plug & Stub                                           | 4        | EA   | \$ 1,000.00 | \$ 4,000.00            |
| 33                                               | Connect to Existing Recycled Water                                   | 1        | EA   | \$ 5,000.00 | \$ 5,000.00            |
| Subtotal Recycled Water                          |                                                                      |          |      |             | \$ 323,100.00          |
| <b><u>NON-POTABLE WATER</u></b>                  |                                                                      |          |      |             |                        |
| 34                                               | 8" Non-Potable Water Line <i>(including all appurtenances)</i>       | 650      | LF   | \$ 35.00    | \$ 22,750.00           |
| 35                                               | 16" Non-Potable Water Line <i>(including all appurtenances)</i>      | 4,660    | LF   | \$ 80.00    | \$ 372,800.00          |
| 36                                               | Non-Potable Water Service                                            | 6        | LF   | \$ 2,000.00 | \$ 12,000.00           |
| 37                                               | Non-Potable Water Plug & Stub                                        | 7        | EA   | \$ 1,000.00 | \$ 7,000.00            |
| 38                                               | Connect to Existing Non-Potable Water                                | 1        | EA   | \$ 3,000.00 | \$ 3,000.00            |
| Subtotal Irrigation Water                        |                                                                      |          |      |             | \$ 417,550.00          |
| <b><u>LAKE FILL LINE</u></b>                     |                                                                      |          |      |             |                        |
| 39                                               | 16" Lake Fill Line <i>(including all appurtenances)</i>              | 4,820    | LF   | \$ 50.00    | \$ 241,000.00          |
| 40                                               | 3" Aeration Line <i>(including all appurtenances)</i>                | 4,820    | LF   | \$ 4.00     | \$ 19,280.00           |
| 41                                               | Lake Fill Stub & Plug                                                | 3        | EA   | \$ 1,000.00 | \$ 3,000.00            |
| 42                                               | Connect to Existing Lake Fill Line                                   | 1        | EA   | \$ 1,000.00 | \$ 1,000.00            |
| Subtotal Lake Fill Line                          |                                                                      |          |      |             | \$ 264,280.00          |
| <b>SUBTOTAL CONSTRUCTION COST</b>                |                                                                      |          |      |             | <b>\$ 5,263,435.00</b> |
| <b>TOTAL CONSTRUCTION COST (nearest \$1,000)</b> |                                                                      |          |      |             | <b>\$ 5,264,000.00</b> |

Notes:

- 1) This estimate does not include surveying, engineering, clearing, grading, erosion control, joint trench, landscaping, irrigation, or street trees.
- 2) Unit prices are based on estimated current construction costs and no provision for inflation is included.



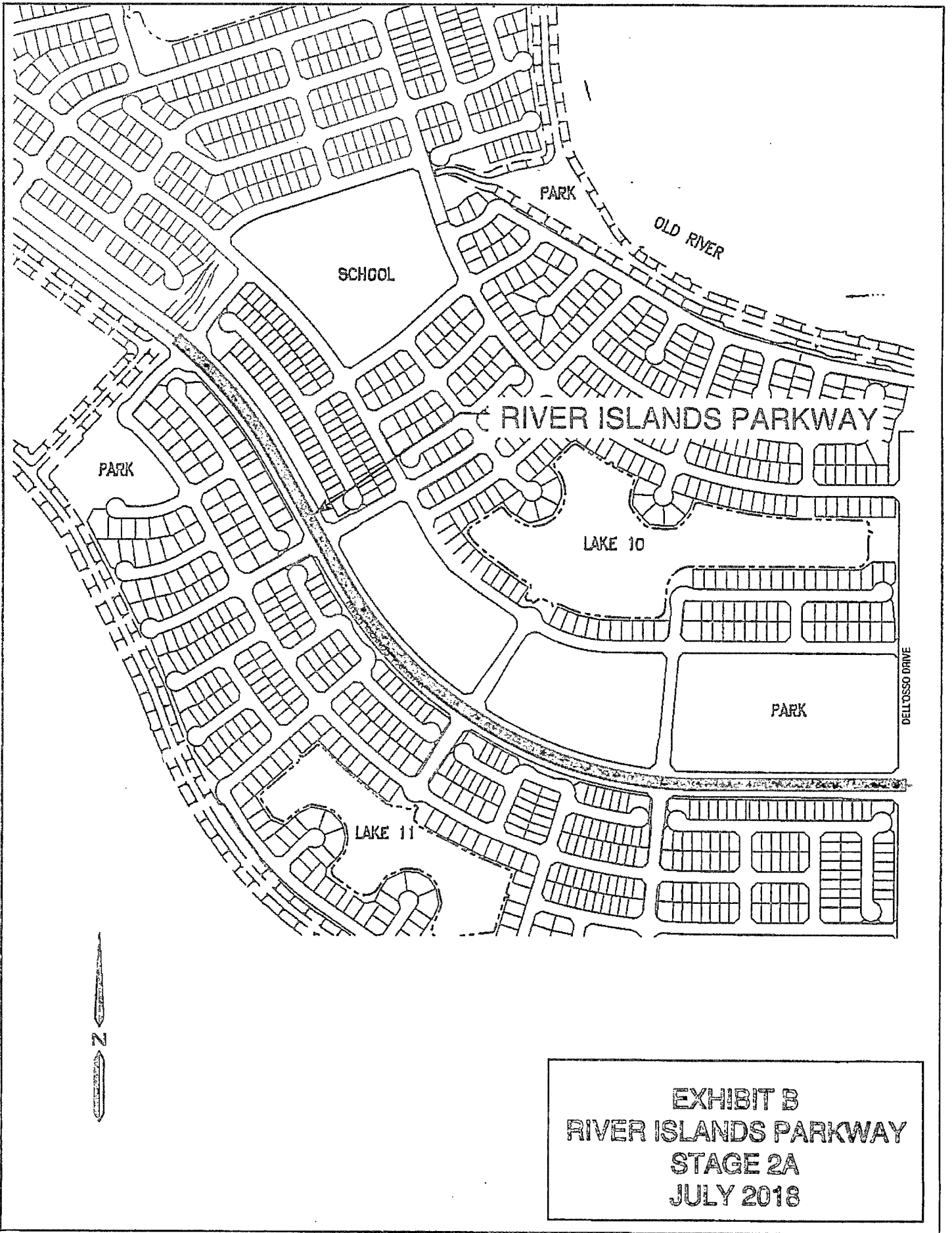
ENGINEER'S BOND ESTIMATE  
COST TO COMPLETE  
RIVER ISLANDS - STAGE 2A  
RIVER ISLANDS PARKWAY  
CITY OF LATHROP, SAN JOAQUIN COUNTY, CALIFORNIA

June 13, 2018  
Job No.: 25503-01

| Item                   | Description                                          | Quantity | Unit | Unit Price    | Amount        |
|------------------------|------------------------------------------------------|----------|------|---------------|---------------|
| 1                      | Sanitary Sewer & Water Raising Iron (95% Completion) | 1        | LS   | \$ 54,400.00  | \$ 54,400.00  |
| 2                      | Final AC Lift (90% Completion)                       | 1        | LS   | \$ 246,604.00 | \$ 246,604.00 |
| 3                      | Final Signing, Striping & Monument (0% Completion)   | 1        | LS   | \$ 37,000.00  | \$ 37,000.00  |
| TOTAL COST TO COMPLETE |                                                      |          |      |               | 5 338,004.00  |

Notes:

- 1) Estimate for cost to complete based on contractor's cost to complete summary sheet and backup documents for Stage 2A River Islands Parkway (Dell'Osso Drive to Stage 2A/2B Levee) dated June 12, 2018.





**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

October 14, 2019

**Via Email and First-Class Mail**

Old Republic Title Company  
3558 Deer Park Drive, Suite 103  
Stockton, CA 95219  
Attn: Karen Sayles

**Re: Recordation of Final Map 3992; Escrow No. 1614021231**

Dear Karen:

This letter constitutes the joint escrow instructions ("**Escrow Instructions**") of River Islands Development, LLC, a California limited liability company ("**RID**") and the City of Lathrop ("**City**") in connection with the above-referenced escrow ("**Escrow**"). The Escrow was opened in connection with recordation of the above-referenced final map ("**Final Map**"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "**Transaction**." Old Republic Title Company is referred to as "you" or "**ORTC**."

**A. Date for Closings**

The Final Map will be recorded at the time designated by RID as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2019, at the time designated in writing by RID, subject to satisfaction of the conditions set forth below (each a "**Closing**"). If the Final Map has not been recorded by June 30, 2020, ORTC will return the Final Map to the City.

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

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

- One original Final Map for Tract 3992, executed and acknowledged by the City.
- One original Common Use Agreement for the Stage 2A Portion of Ulrich Court by and between the City of Lathrop and Island Reclamation District No. 2062.

The documents listed above is referred to as the "**Recordation Documents**." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

**C. Funds and Settlement Statement**

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

## JOINT ESCROW INSTRUCTIONS RECORDATION OF FINAL MAPS (RIVER ISLANDS AT LATHROP)

amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of RID.

Funds to be wire transferred directly to the entity set forth below, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are set forth below:

- The amount of **\$22,787.89**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding River Islands at Lathrop (as amended "**Sierra Club Agreement**"), constituting the amount of **\$3,184.00** multiplied by **7.157** acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map. The City's wire instructions are set forth below.

The amounts set forth in Section C are referred to as the "**Closing Funds**."

### **D. Closing Requirements**

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

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Susan Dell'Osso ([sdelloso@riverslands.com](mailto:sdelloso@riverslands.com)); (b) Debbie Belmar ([dbelmar@riverislands.com](mailto:dbelmar@riverislands.com)); (c) Stephen Salvatore ([ssalvatore@ci.lathrop.ca.us](mailto:ssalvatore@ci.lathrop.ca.us)); (d) Salvador Navarrete ([snavarrete@ci.lathrop.ca.us](mailto:snavarrete@ci.lathrop.ca.us)); (e) Cari James ([cjames@ci.lathrop.ca.us](mailto:cjames@ci.lathrop.ca.us)) and (f) Glenn Gebhardt ([ggebhardt@ci.lathrop.ca.us](mailto:ggebhardt@ci.lathrop.ca.us)), and have confirmation (by telephone or email) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt that the Settlement Statement is accurate and acceptable;

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

D.3. The Recordation Documents and all other documents described herein as being held by you or delivered to you have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

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

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of ORTC with authority to bind ORTC, and initialed all pages, by email transmission (with original hard copy to follow by U.S. Mail) to Debbie Belmar and Glenn Gebhardt at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Susan Dell'Osso and Stephen Salvatore or Glenn Gebhardt to record the Recordation Documents and complete the Transaction.

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

**E. Closing Process and Priorities**

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

- E.1. Date the Recordation Documents to be recorded;
- E.2. Record the Recordation Documents in the Official Records;
- E.3. Pay the costs associated with the Transaction;
- E.4. Refund any funds delivered to you by RID that are not disbursed at

the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

River Islands Development, LLC  
73 W. Stewart Road  
Lathrop, CA 95330  
Attn: Susan Dell'Osso

E.5. Notify Susan Dell'Osso, Debbie Belmar, Stephen Salvatore, Glenn Gebhardt and Jose Molina (JMolina@sjgov.org) of the completion of the Transaction;

E.6. Within five (5) business days after each Recordation Date, deliver by overnight delivery via recognized, national, overnight delivery carrier to: (1) Susan Dell'Osso, River Islands Development, LLC, 73 W. Stewart Road, Lathrop, CA 95330; and (2) Mr. Salvador Navarrete, City Attorney, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

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

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

**F. Additional Instructions**

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

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

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

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

Very truly yours,

---

Stephen J. Salvatore  
City Manager  
City of Lathrop

---

Susan Dell'Osso  
President  
River Islands Development, LLC

**JOINT ESCROW INSTRUCTIONS  
RECORDATION OF FINAL MAPS  
(RIVER ISLANDS AT LATHROP)**

ESCROW INSTRUCTIONS  
ACKNOWLEDGEMENT AND AGREEMENT:

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

Old Republic Title Company

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

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

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

**RECORDING REQUESTED BY  
AND PLEASE RETURN TO:**

**City of Lathrop – ATTN: CITY CLERK  
390 Towne Centre Drive  
Lathrop, California 95330**

*This Instrument Benefits City Only.  
No Fee Required.*

THIS SPACE ABOVE FOR RECORDER'S USE ONLY

**COMMON USE AGREEMENT FOR THE STAGE 2A PORTION OF ULRICH COURT  
BY AND BETWEEN THE CITY OF LATHROP AND ISLAND RECLAMATION  
DISTRICT NO. 2062**

This COMMON USE AGREEMENT FOR ULRICH COURT, associated with phase 1 of River Islands at Lathrop entered into on this **14th day of October, 2019** ("Agreement") and is made and entered into by ISLAND RECLAMATION DISTRICT NO. 2062, a reclamation district organized under the laws of the State of California (the "District"), and the **CITY OF LATHROP**, a municipal corporation in the State of California (the "City"), together, "the Parties".

**RECITALS**

- A. This Agreement relates to certain real property to be dedicated to City for public right of way purposes known as Ulrich Court; a local street within the River Islands at Lathrop Master Planned Community, ("River Islands Site"), being developed by River Islands Development, LLC, ("River Islands").
- B. On May 31, 2018, the District recorded easements across properties owned by Califia, LLC and River Islands for the right to control and maintain the levees constructed by District for flood protection purposes to protect development of both the Stage 2A and Stage 2B sub-planning areas of the River Islands Site ("Levee Easements").
- C. River Islands has proposed Tract 3992, a final map that will create a single family subdivision within the Stage 2A sub-planning of the River Islands Site, specifically located within Village V. Tract 3992 contains a portion of Ulrich Court, a local street that extends into a portion of the existing Levee Easements ("Village V Portion of Ulrich Court"), as depicted in Exhibit "A" to this Agreement.
- D. Since the Levee Easements have been recorded to provide appropriate legal access and authority to District for its flood protection works ("District Works") in accordance with the State Water Code and applicable FEMA regulations, and these levees are designed to provide 200-year Urban Level of Flood Protection (ULOP) in accordance with approved State Department of Water Resources Standards, prior to the approval of Tract 3992 and the dedication of right of way for the Village V Portion of Ulrich Court, the Parties acknowledge and agree that it is necessary for the Parties to enter into an agreement to outline the duties and responsibilities of each Party, for the betterment of the public and to avoid conflicts in each Party's individual obligations under applicable law to those portions of Ulrich Court right of way located within portions of the Levee Easements ("Common Use Area").

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, City and District do hereby agree as follows:

1. City hereby agrees to the construction, reconstruction, maintenance or use by District of the District Works located within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
2. District hereby agrees to the construction, reconstruction, maintenance or use by City of the Village V Portion of Ulrich Court within the Common Use Area which is more particularly described on Exhibit "A" to this Agreement, incorporated herein by this reference.
3. District and City acknowledge the priority of title of each other wherever applicable to the Common Use Area.
4. District has reviewed the Village V improvement plans for surface improvements, underground pipelines, street lighting, landscaping and joint trench construction prepared by O'Dell Engineering and Power Systems Design and has no objections to the design and proposed construction of the facilities on these improvement plans that are located within the Common Use Area.
5. In the event that the future use of the Village V Portion of Ulrich Court shall at any time necessitate rearrangement, relocation or reconstruction of any of the District's works within the Common Use Area, City shall notify District in writing of such necessity pursuant to applicable sections of the Water Code and City agrees to pay the cost of such rearrangement, relocation or reconstruction of District's works following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the District, which approval shall not be unreasonably withheld.
6. In the event that the future use of the District Works shall at any time necessitate rearrangement, relocation or reconstruction of any of the Village V Portion of Ulrich Court within the Common Use Area, District shall notify City in writing of such necessity and District agrees to pay the cost of such rearrangement, relocation or reconstruction of Village V Portion of Ulrich Court following approval of all plans and specifications of said rearrangement, relocation, or reconstruction by the City, which approval shall not be unreasonably withheld.
7. City shall pay the cost to maintain, repair or replace City's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by District, except for damage resulting from maintenance, repair or replacement by District.
8. District or its assignees shall pay the cost to maintain, repair and replace District's facilities located in the Common Use Area at its sole expense, and for construction, rearrangement, modification, alteration or relocation not requested or undertaken by City, excepting damage resulting from maintenance, repair or replacement by City.
9. District, when working within the Common Use Area shall comply with the following provisions:

(a) Except in times of emergency, including during a high water or flooding event, District shall provide reasonable notice to City before performing any work in the Common Use Area where such work will be performed in or on the traveled way or improved shoulders, sidewalk or landscaping of the roadway or will otherwise obstruct vehicular and/or pedestrian traffic.

(b) In all cases, District shall make adequate provisions for the protection of the travelling public and provide such barricades and safety devices as are required by City standards, and in cases of non-emergency, provide a Traffic Control Plan as required by City standards and specifications.

(c) All work shall be planned and carried out so there will be minimum inconvenience to the traveling public.

(d) All work shall be replacement in kind, conform to the existing facilities as to width and depth of surfacing thereof, meet all applicable City standards and specifications as determined by the City Engineer and shall be subject to inspection by City.

10. District and City shall use said Common Use Area in such manner as to not unreasonably interfere with the rights of either Party.

11. District shall not be responsible for any damage occurring to the City facilities in the Common Use Area that are not as a direct result of the District's maintenance, construction or reconstruction activities, or from its flood control facilities located on or near the Common Use Area. All costs for repairing such damage to City's facilities shall be borne by City.

12. City shall not be responsible for any damage occurring to District facilities in the Common Use Area that are not as a direct result of the City's maintenance, construction or reconstruction activities of its right of way or improvements on or near the Common Use Area. All costs for repairing such damage to District's facilities shall be borne by District.

13. District is responsible for maintaining the aesthetic, structural integrity, and safety of its pedestrian bridges constructed by District that may transverse City right of way, including the Village V Portion of Ulrich Court, including, but not limited to the bridge decks, piers, foundations, railings, abutment walls, and ramps. City shall not be responsible for the inspection, maintenance or repair of any District pedestrian bridges, including safety inspections of the bridge structure, footings, or abutments.

14. District shall be responsible for the vegetation and weed control activities of its levee slopes and adjacent areas that may transverse the Common Use Area. City shall be responsible for any landscaping and irrigation improvements within its right of way, including within the Common Use Area. The City or its assignees shall become responsibility for weed control within portions of the Common Use Area that are landscaped by the City.

15. To the extent that the City's rights to its rights of way for Ulrich Court under the applicable laws of the State of California do not hinder or conflict with the rights of the District under applicable laws of the State of California, such rights of the District shall remain and be in full force and effect. Should any conflict with the rights of the City by rights of the District be identified, the District hereby subrogates its rights to the City, subject to review and approval of the District's legal counsel.



16. This Agreement shall not have a prescribed term. Termination of Agreement shall only occur if the Common Use Area ceases to be in existence and the need for this Agreement and its rights and obligations contained herein cease to be necessary. Either Party may provide written notice of such termination, subject to review and verification of the other Party.

17. Notices. Any and all notices required to be given hereunder will be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the address hereinafter specified or as later amended by either party in writing:

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

Reclamation District No. 2062  
73 West Stewart Road  
Lathrop, CA 95330  
Attention: President

18. This Agreement, and all terms, covenants, and conditions hereof, will apply to and bind the successors and assigns of the respective parties hereto. Neither Party will assign nor sublet this Agreement without the prior written consent of the other Party.

19. This Agreement is governed by California law.

20. This Agreement may not be modified or amended except in writing signed by both parties.

21. Each party must, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents and employees to comply with all Federal, State and local laws, statutes, orders, ordinances, rules, and regulations.

22. It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, fee or other interest in a party's real property to the other Party.

23. This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

IN WITNESS WHEREOF, the City and District have signed this Agreement effective as of the Effective Date.

**CITY OF LATHROP**  
A California municipal corporation

**ISLAND RECLAMATION DISTRICT**  
NO. 2062 a California reclamation  
district

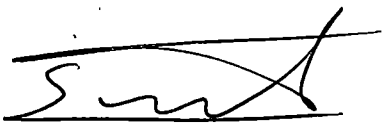
By: \_\_\_\_\_  
Stephen J. Salvatore, City Manager

By: \_\_\_\_\_  
Susan Dell'Osso, President

**ATTEST:**

By: \_\_\_\_\_  
Teresa Vargas, City Clerk

**APPROVED AS TO FORM:**

By:   
\_\_\_\_\_  
Salvador V. Navarrete, City Attorney

**EXHIBIT "A"**

**EXHIBIT "A"**

**COMMON USE AREA DEPICTION**



## ITEM 4.20

### CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

**ITEM:** **ACCEPT RECYCLED WATER LAND APPLICATION SITE  
A-34 FROM RIVER ISLANDS DEVELOPMENT, LLC**

**RECOMMENDATION:** **Adopt Resolution Accepting Recycled Water Land  
Application Site A-34 from River Islands  
Development, LLC**

---

#### **SUMMARY:**

River Islands Development, LLC has completed improvements for Land Application Site (LAS) A-34 for agricultural use of recycled water that is needed to utilize their sewer capacity in the Lathrop Consolidated Treatment Facility (see Attachment B, Site Location Map).

In accordance with the LMC 16.16.160, the City Engineer has inspected the recycled water land application site improvements for LAS A-34 and deemed them complete in accordance with the approved plans and specifications.

The improvements include, but are not limited to, site work, irrigation system, and miscellaneous improvements. The approximate value of the improvements being accepted is \$76,120 as shown in the project GASB 34 Report, included as Attachment C.

Staff requests that City Council accept the improvements for LAS A-34.

#### **BACKGROUND:**

River Islands Development, LLC has completed improvements for LAS A-34 for agricultural use of recycled water that is needed to utilize their sewer capacity in the Lathrop Consolidated Treatment Facility. The agricultural irrigation areas are currently used for production of forage crops (alfalfa, rye grass, etc.).

By means of Lathrop Municipal Code 16.16.160 Improvements, "Upon the completion of the required improvements by the subdivider, the City Engineer shall make a final inspection of the subdivision. If upon inspection it is found that all improvements have been installed in accordance with approved plans and specifications, the City Engineer shall transmit such findings to the City Council." The City Engineer has inspected the recycled water land application site improvements for LAS A-34 and deemed them complete in accordance with the approved plans and specifications.

Control of the property on which LAS A-34 sits was provided to the City on August 13, 2018 when the City Council approved the Second Amendment to the Sprayfield Lease Agreement.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**ACCEPT RECYCLED WATER LAND APPLICATION SITE A-34 FROM RIVER ISLANDS DEVELOPMENT, LLC**

**REASON FOR RECOMMENDATION:**

Because River Islands Development, LLC has completed its obligation to construct the recycled water land application site improvements, staff requests that City Council accept the improvements for LAS A-34.

**FISCAL IMPACT:**

The approximate value of the improvements being accepted is \$76,120, according to the project GASB 34 Report.

The City's maintenance costs for the new recycled water land application site improvements are included in the operating budget for the Lathrop Consolidated Treatment Facility recycled water system.

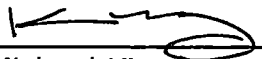
**ATTACHMENTS:**

- A. Resolution Accepting Recycled Water Land Application Site A-34 from River Islands Development, LLC
- B. Site Location Map of LAS A-34
- C. GASB 34 Report for Land Application Site A-34 dated, December 19, 2018

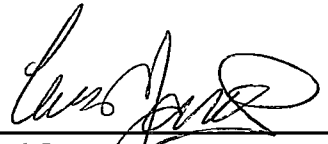
**APPROVALS:**

  
\_\_\_\_\_  
Ken Reed  
Senior Construction Manager

9-26-2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works

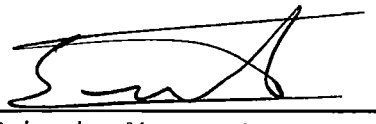
9-30-19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative Services Director

10/1/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

9-27-19  
\_\_\_\_\_  
Date

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

9-30-19  
\_\_\_\_\_  
Date

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

10-3-19  
\_\_\_\_\_  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING RECYCLED WATER LAND APPLICATION SITE A-34 FROM RIVER ISLANDS DEVELOPMENT, LLC**

**WHEREAS**, River Islands Development, LLC has completed improvements for Land Application Site A-34 for agricultural use of recycled water that is needed to utilize their sewer capacity in the Lathrop Consolidated Treatment Facility; and

**WHEREAS**, the recycled water improvements include, but are not limited to, site work, irrigation system, and miscellaneous improvements according to the project GASB 34 Report; and

**WHEREAS**, in accordance with the LMC 16.16.160, City Engineer has inspected the recycled water land application site improvements for LAS A-34 and deemed them complete in accordance with the approved plans and specifications; and

**WHEREAS**, staff recommends that City Council accept the recycled water improvements for Land Application Site A-34 which are listed in the project GASB 34 Report with a value of approximately \$76,120.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop accepts the recycled water improvements for Land Application Site A-34, which are listed in the project GASB 34 Report with an approximate value of \$76,120.



The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Sonny Dhaliwal, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**



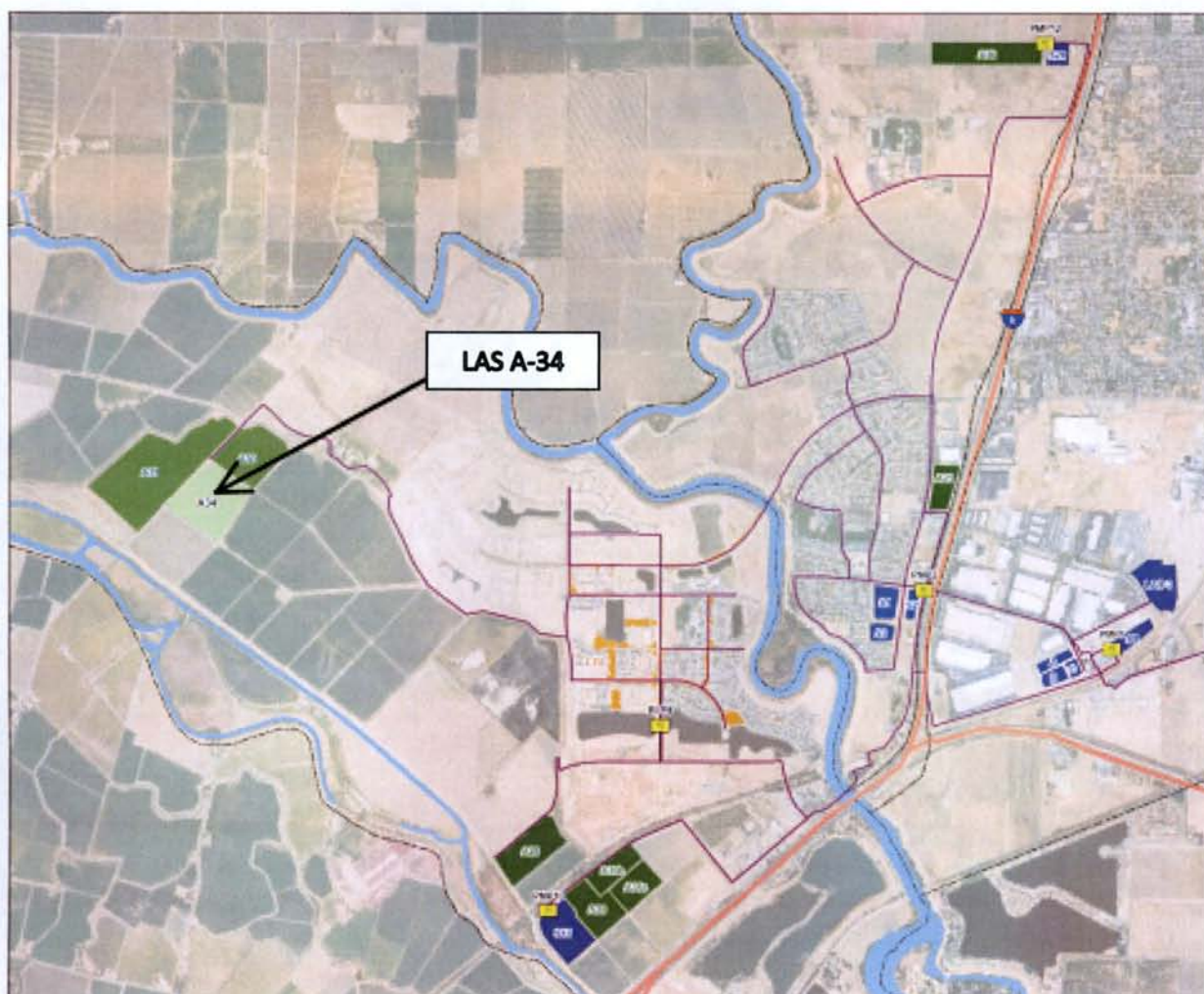
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Teresa Vargas, City Clerk

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Salvador Navarrete, City Attorney

SITE LOCATION MAP



**CITY OF LATHROP  
PROJECT ACCEPTANCE  
(GASB 34 REPORT)**

Submitted by: \_\_\_\_\_

Date: 12/19/2018Tract No.: River Islands - Recycled Water Sprayfields - A34

| <u>Item</u>                               | <u>Unit</u> | <u>Qty</u> | <u>Unit Price</u> | <u>Amount</u>       |
|-------------------------------------------|-------------|------------|-------------------|---------------------|
| Double Check w/ Pressure Sustaining Valve | EA          | 1          | \$ 8,500.00       | \$ 8,500.00         |
| 15" PVC Pipe                              | LF          | 1,615      | \$ 28.00          | \$ 45,220.00        |
| Waterman Riser Valve                      | EA          | 28         | \$ 250.00         | \$ 7,000.00         |
| 12" Gate Valve                            | EA          | 2          | \$ 2,700.00       | \$ 5,400.00         |
| BOV                                       | EA          | 1          | \$ 4,000.00       | \$ 4,000.00         |
| Recycled Water Caution Signs              | EA          | 14         | \$ 250.00         | \$ 3,500.00         |
| Protective Bollards                       | LS          | 1          | \$ 2,500.00       | \$ 2,500.00         |
|                                           |             |            | <b>Total</b>      | <b>\$ 76,120.00</b> |

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## ITEM 5.1

### CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN CAPITAL FACILITIES FEES STUDY, THE 2019 SOUTH LATHROP SPECIFIC PLAN CAPITAL FACILITIES FEES STUDY AND THE FEES RECOMMENDED IN THOSE STUDIES

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

1. Hold a Public Hearing; and
2. Adopt A Resolution Adopting the Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study, the 2019 South Lathrop Specific Plan Capital Facilities Fees Study and the Fees Recommended in Those Studies

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#### **SUMMARY:**

Capital Facilities Fees (CFF) 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 infrastructure and community facilities. The types of projects that are funded through CFFs include major street/road construction, freeway interchange improvements, water tanks, pump stations, outfall structures, new public buildings, and others.

The City retained Goodwin Consulting Group (GCG) to assist in establishing a fee program for the Lathrop Gateway Business Park Specific Plan (LGBPSP) area and to provide an update to the City's CFF program for the South Lathrop Specific Plan (SLSP) area. GCG prepared the Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study that recommends establishing fees for the following facilities: transportation, water system, water storage, sewer system, storm drainage and a storm drain regional outfall structure. Also, GCG prepared the 2019 South Lathrop Specific Plan Capital Facilities Fees Study, a second study, updating the transportation fee and storm drain regional outfall fee and creating three new fees including a Water Line Fee, Sewer System Fee, and Storm Drainage Fee.

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 LGBPSP Capital Facilities Fees Study and the SLSP Capital Facilities Fees Study and the fees recommended in those studies.

**BACKGROUND:**

The City of Lathrop has prepared numerous planning documents and is constructing and/or acquiring various infrastructure improvements to accommodate the service needs of both existing and anticipated residents and businesses. A variety of financing vehicles have been utilized to pay for needed infrastructure and community amenities. One of the primary financing vehicles is CFFs. 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 development impact fee as a condition of approval of a development project, as described in the Fee Studies being considered for approval.

**LGBPSP CFF STUDY**

The Lathrop Gateway Business Park Specific Plan area is a 384-acre master planned commercial/industrial development located in the southeastern portion of the City of Lathrop. The LGBPSP area is bound by the Union Pacific Railroad to the east and west, State Route 120 to the south, and Yosemite Avenue/Vierra Road to the north, see Attachment "B". The LGBPSP area consists of mainly employment-generating land uses. Approximately 167.6 acres are zoned Limited Industrial development, 56.7 acres Commercial Office development, and 83 acres Service Commercial development. The remaining 76.6 acres include open space, well, detention basins, and roadways.

In March 2019, the City contracted with GCG to prepare the Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study, included as Attachment "C", to identify relevant costs and establish new fees specific to LGBPSP area. The LGBPSP CFF Study recommends establishing fees for the following facilities:

- Transportation
- Water System
- Water Storage
- Sewer System
- Storm Drainage
- Regional Outfall Structure
- City Administration Fee (3% of other fee rates)

**Transportation CFF**

Transportation facilities for LGBPSP include a network of streets, intersections, and interchanges. Transportation facilities to be funded through the fee program include improvements/expansions to SR120/Yosemite interchange, I-5/Louise interchange, Yosemite Avenue, McKinley Avenue, Lathrop Road, Louise Avenue, Airport Way; intersections on Yosemite Avenue, Harlan Road, 5th Street, I-5/Louise, and Howland Road; and ramp improvements on Airport Way onto SR120. Improvements for Airport

**CITY MANAGER'S REPORT  
 OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
 CAPITAL FACILITIES FEES FOR LGBPSP AND SLSP**

Way/Daniels Street, Airport Way/Westbound SR 120 Ramps, and Airport Way/Eastbound SR 120 Ramps were measured by the cost to mitigate the noted locations in Manteca. Per an agreement between Lathrop and Manteca, Lathrop will not provide these funds to Manteca. Instead, they will be spent on improvements at the SR 120/Yosemite Interchange. Also, all funds collected for use at the SR 120/Yosemite Interchange will be kept in a separate account and used only for improvements at that interchange.

The total cost of the transportation improvements is \$56.7 million. Based on the City traffic model, LGBPSP's share of the total cost is approximately \$14.6 million. The remaining cost, \$42.0 million, is allocated to the SLSP area, McKinley Corridor, Crossroads, and other Lathrop developments that will benefit from these improvements. The table below shows the proposed Transportation CFFs based on land use and are per 1,000 square feet of building space for LGBPSP.

**Transportation CFFs**

| <b>Land Use</b>        | <b>Unit</b> | <b>Transportation Fee</b> |
|------------------------|-------------|---------------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$17,063</b>           |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$5,990</b>            |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$1,323</b>            |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$1,323</b>            |

**Water System CFF**

The total cost of the water system facilities for the LGBPSP area that is subject to this fee is estimated at \$1.7 million. The water system facilities for LGBPSP are divided into two pipeline sections. One pipeline section is referred to as the water loop and includes all water line improvements from Harlan Road, underneath SR 120 freeway, continuing on Glacier Street to Yosemite Avenue, and traveling to a point just north of the SR 120 interchange in order to complete the water line loop. LGBPSP's share of the cost for this facility is \$891,878. The second pipeline section includes water line improvements along Yosemite Avenue within the limits of the LGBPSP area just north of SR 120 at the Yosemite Avenue interchange to D'Arcy Parkway. The cost of this section of pipeline is \$837,495. The water facilities have been constructed by South Lathrop Land, LLC, the master developer of the SLSP area, so LGBPSP water fee revenue will be used to reimburse the developer. The benefitting parcels and Water System fee components are shown in the table below. Development of a parcel subject to this fee will pay the full cost of the water facilities along their frontage, plus any portion of the water main not yet reimbursed between their frontage and

**CITY MANAGER'S REPORT  
 OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
 CAPITAL FACILITIES FEES FOR LGBPSP AND SLSP**

the connection point at D'Arcy. The developer that pays this fee will then be reimbursed by other developers for whom they fronted costs when those parcels develop.

**Water System CFFs**

| Parcel<br>APN   | Water<br>Fee<br>(Water Loop Facilities)<br>a | Water<br>Fee<br>(Non-Water Loop Facilities)<br>b | Total<br>Water<br>Fee<br>c = a + b |
|-----------------|----------------------------------------------|--------------------------------------------------|------------------------------------|
| 241-030-050-000 | \$55,548                                     | \$0                                              | \$55,548                           |
| 241-390-050-000 | \$50,464                                     | \$50,306                                         | \$100,770                          |
| 241-390-150-000 | \$29,751                                     | \$49,921                                         | \$79,672                           |
| 241-390-200-000 | \$23,914                                     | \$110,366                                        | \$134,279                          |
| 241-390-220-000 | \$25,609                                     | \$52,488                                         | \$78,096                           |
| 241-400-010-000 | \$2,448                                      | \$0                                              | \$2,448                            |
| 241-400-020-000 | \$49,146                                     | \$0                                              | \$49,146                           |
| 241-400-030-000 | \$20,430                                     | \$0                                              | \$20,430                           |
| 241-400-040-000 | \$75,131                                     | \$15,913                                         | \$91,044                           |
| 241-400-050-000 | \$60,067                                     | \$141,165                                        | \$201,233                          |
| 241-400-060-000 | \$432,146                                    | \$195,321                                        | \$627,467                          |
| 241-400-070-000 | \$53,100                                     | \$109,981                                        | \$163,081                          |
| 241-400-080-000 | \$14,122                                     | \$20,276                                         | \$34,399                           |
| 241-400-090-000 | \$0                                          | \$29,773                                         | \$29,773                           |
| 241-400-110-000 | \$0                                          | \$61,984                                         | \$61,984                           |
| <b>Totals:</b>  | <b>\$891,878</b>                             | <b>\$837,495</b>                                 | <b>\$1,729,373</b>                 |

**Water Storage CFF**

Water storage facilities include a 1.0 MG storage tank and booster pump station for Well 21. The total cost of these improvements is approximately \$3.4 million. Since this facility will be shared with SLSP and other local developments, LGBPSP fair share portion of these facilities is approximately \$1.8 million. The Water Storage fee rates are per 1,000 square feet of building space for LGBPSP and are shown in the table below.



**Water Storage CFFs**

| <b>Land Use</b>        | <b>Unit</b> | <b>Water Storage Fee</b> |
|------------------------|-------------|--------------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$589</b>             |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$556</b>             |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$442</b>             |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$126</b>             |

**Sewer System CFF**

The sewer system facilities for LGBPSP include sewer force mains, upsizing of collection system pipelines, a sewer pump station, land and site work, and reimbursement for construction of an 8" connection to the Lathrop Consolidated Treatment Facility. The total cost of the sewer facilities is approximately \$2.1 million. Since the sewer improvements will primarily serve the LGBPSP area, the full cost of these facilities is allocated to that area. The proposed Sewer System fee rates are per 1,000 square feet of building space for LGBPSP and are shown in the table below.

**Sewer System CFFs**

| <b>Land Use</b>        | <b>Unit</b> | <b>Sewer Fee</b> |
|------------------------|-------------|------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$726</b>     |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$637</b>     |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$305</b>     |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$305</b>     |

**Storm Drainage CFF**

The storm drainage facilities costs for the LGBPSP area include oversized storm drain collection system, a force main, a new pump station, land acquisition and site work, basin construction, manholes, and design and inspection. In addition, LGBPSP will be required to fund a fair share portion of the Regional Outfall Structure (ROS) that will be constructed by South Lathrop Land, LLC. The total cost of the storm drainage facilities, not including the ROS, is \$12.8 million. These facilities will primarily serve

**CITY MANAGER'S REPORT  
 OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
 CAPITAL FACILITIES FEES FOR LGBPSP AND SLSP**

the LGBPSP area, and therefore, their full cost is allocated to the LGBPSP area. The Storm Drainage fee rates are per 1,000 square feet of building space for LGBPSP and are shown in the table below.

**Storm Drainage CFFs**

| <b>Land Use</b>        | <b>Unit</b> | <b>Storm<br/>Drainage<br/>Fee</b> |
|------------------------|-------------|-----------------------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$3,821</b>                    |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$3,352</b>                    |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$2,073</b>                    |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$2,073</b>                    |

**Regional Outfall Structure CFF**

Storm runoff from the LGBPSP area will initially be directed to retention ponds, but in the future, this runoff will discharge to the San Joaquin River through a new outfall located near the southwest corner of the SLSP area. The proposed South Lathrop outfall facility will be a regional facility that will also serve the SLSP and McKinley Corridor developments in addition to the LGBPSP area. The total cost of the ROS is \$3.5 million and will be equally allocated to the three development areas. Therefore, LGBPSP's 33% share of the total cost is approximately \$1.2 million and will be paid in full by the first developer within LGBPSP area that pulls a building permit for a building with 100,000 or more square footage. All subsequent builders in the LGBPSP area will pay the ROS Fee which will be used to reimburse the first developer that paid the fee in full. The ROS fee rates are per 1,000 square feet of building space for LGBPSP and are shown in the table below.

**Regional Outfall Structure CFFs**

| <b>Land Use</b>        | <b>Unit</b> | <b>ROS<br/>Fee</b> |
|------------------------|-------------|--------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$351</b>       |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$308</b>       |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$191</b>       |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$191</b>       |

### **SLSP CFF STUDY**

The South Lathrop Specific Plan area is a 315-acre development in the southeast portion of the City located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River; see Attachment "D". The SLSP consists of mainly employment-generating land uses. Approximately 246 acres are zoned Light Industrial and Warehouse development and 10 acres Commercial Office development. The remaining 59 acres include open space, public and quasi-public land, the San Joaquin River, and roadways.

In May 2019, the City contracted with GCG to update the City's CFF program for the SLSP area. GCG prepared the 2019 South Lathrop Specific Plan Capital Facilities Fees Study, included as Attachment "E", adjusting fees for updated project costs and establishing new fees. The SLSP CFF Study recommends updating and establishing fees for the following facilities:

- Transportation (updated fee)
- Water Line (new fee)
- Sewer System (new fee)
- Storm Drainage (new Fee)
- Regional Outfall Structure (updated fee)
- City Administration Fee (3% of other fee rates)

#### Transportation CFF

Transportation facilities for the SLCC Parcels include their share of construction of interchanges at SR 120 and Yosemite Avenue and at I-5 and Lathrop Road, roadway sections, intersections, railroad crossing improvements, and ramp improvements on Yosemite, Louise, McKinley Avenues, and Airport Way. Improvements for Airport Way/Daniels Street, Airport Way/Westbound SR 120 Ramps, and Airport Way/Eastbound SR 120 Ramps were measured by the cost to mitigate the noted locations in Manteca. Per an agreement between Lathrop and Manteca, Lathrop will not provide these funds to Manteca. Instead, they will be spent on improvements at the SR 120/Yosemite Interchange. Also, all funds collected for use at the SR 120/Yosemite Interchange will be kept in a separate account and used only for improvements at that interchange.

The total cost of the transportation facilities is \$56.7 million. Based on the City traffic model, the SLCC parcel's share of the total cost is approximately \$7.8 million. The remainder, \$48.8 million, is allocated to the Lathrop Gateway Business Park Specific Plan (LGBPSP) area, McKinley Corridor, Crossroads, and other Lathrop developments that will benefit from these improvements. The transportation fees in the new SLSP CFF Study will replace the City's current Transportation CFF for SLSP. The table below summarizes the proposed Transportation fees for SLCC.

**Transportation CFF**

| <b>Land Use</b>          | <b>Unit</b>     | <b>Transportation Fee</b> |
|--------------------------|-----------------|---------------------------|
| <b>Commercial Office</b> | <b>1,000 sf</b> | <b>\$20,277</b>           |
| <b>Light Industrial</b>  | <b>1,000 sf</b> | <b>\$1,323</b>            |
| <b>Warehouse</b>         | <b>1,000 sf</b> | <b>\$1,323</b>            |

**Water Line CFF**

The total cost of the water system facilities for the SLSP area is estimated at \$2.6 million. The water system facilities for SLSP are divided into two pipeline sections. One pipeline section is referred to as the water loop and includes all water line improvements from Harlan Road, underneath SR 120 freeway, continuing on Glacier Street to Yosemite Avenue, and traveling to a point just north of the SR 120 interchange in order to complete the water line loop. The total cost of the water loop improvements is \$2.6 million and approximately 66% of this cost, or \$1,728,210, will be allocated to SLSP and 34% to LGBPSP based on area of benefit. The second pipeline section includes water line improvements that were designed to serve the entire SLSP area that are not a part of the water loop section of improvements. The cost of this section of pipeline is \$906,056.

The SLCC Developer constructed the water line improvements. Their properties, the SLCC Parcels, will therefore not be subject to this fee, but will be provided a credit in the amount of the Water Line fee due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to the fee, and once collected, the fees will be provided to the SLCC Developer as reimbursement. The benefitting parcels and Water Line fee components are shown in the table below.

**CITY MANAGER'S REPORT  
 OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
 CAPITAL FACILITIES FEES FOR LGBPSP AND SLSP**

**Water Line CFFs**

|                                                           |                       |                                          |
|-----------------------------------------------------------|-----------------------|------------------------------------------|
| <b>Water Line Cost - Incl. Water Loop &amp; Non-Water</b> |                       | <b>\$2,634,266</b>                       |
| <b>Total Acres</b>                                        |                       | <b>248.62</b>                            |
| <b>Cost Per Acre</b>                                      |                       | <b>\$10,596</b>                          |
| <b><u>Current APN</u></b>                                 | <b><u>Acreage</u></b> | <b><u>Percent of<br/>Total Acres</u></b> |
| <b><u>Water Line<br/>Fee</u></b>                          |                       |                                          |
| 241-030-150-000                                           | 26.08                 | 10.49%                                   |
| 241-030-160-000                                           | 49.62                 | 19.96%                                   |
| 241-030-170-000                                           | 51.46                 | 20.70%                                   |
| 241-030-180-000                                           | 44.72                 | 17.99%                                   |
| 241-030-190-000                                           | 15.20                 | 6.11%                                    |
| 241-030-200-000                                           | 12.50                 | 5.03%                                    |
| 241-030-210-000                                           | 9.44                  | 3.80%                                    |
| 241-030-220-000                                           | 6.90                  | 2.78%                                    |
| 241-030-230-000                                           | 9.29                  | 3.74%                                    |
| 241-030-310-000                                           | 1.20                  | 0.48%                                    |
| 241-030-320-000                                           | 0.10                  | 0.04%                                    |
| 241-030-330-000                                           | 5.00                  | 2.01%                                    |
| 241-030-340-000                                           | 6.36                  | 2.56%                                    |
| 241-030-350-000                                           | 3.00                  | 1.21%                                    |
| 241-030-360-000                                           | 2.93                  | 1.18%                                    |
| 241-030-290-000                                           | 4.82                  | 1.94%                                    |
|                                                           | <b>248.62</b>         | <b>100%</b>                              |
|                                                           |                       | <b>\$2,634,266</b>                       |

**Sewer System CFF**

Sewer system improvements were designed to serve the entire SLSP area and include collection mains, dual sewer force mains, manholes, and a sewer pump station. The total cost of the sewer system improvements is approximately \$4.5 million. Because these facilities will serve SLSP exclusively, the entire cost is allocated to 16 specific parcels in SLSP.

The SLCC Developer constructed the sewer system improvements. Their properties, the SLCC Parcels, will therefore not be subject to this fee, but will be provided a credit in the amount of the Sewer System fee due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to the fee, and once collected, the fees will be provided to the SLCC Developer as reimbursement. The benefitting parcels and Sewer System fees are shown in the table below.

**Sewer System CFFs**

|                              |                       |                                          |                         |
|------------------------------|-----------------------|------------------------------------------|-------------------------|
| <b>Sewer Facilities Cost</b> |                       | <b>\$4,481,941</b>                       |                         |
| <b>Total Acres</b>           |                       | <b>248.62</b>                            |                         |
| <b>Cost Per Acre</b>         |                       | <b>\$18,027</b>                          |                         |
| <b><u>Current APN</u></b>    | <b><u>Acreage</u></b> | <b><u>Percent of<br/>Total Acres</u></b> | <b><u>Sewer Fee</u></b> |
| 241-030-150-000              | 26.08                 | 10.49%                                   | \$470,151               |
| 241-030-160-000              | 49.62                 | 19.96%                                   | \$894,513               |
| 241-030-170-000              | 51.46                 | 20.70%                                   | \$927,684               |
| 241-030-180-000              | 44.72                 | 17.99%                                   | \$806,180               |
| 241-030-190-000              | 15.20                 | 6.11%                                    | \$274,015               |
| 241-030-200-000              | 12.50                 | 5.03%                                    | \$225,341               |
| 241-030-210-000              | 9.44                  | 3.80%                                    | \$170,177               |
| 241-030-220-000              | 6.90                  | 2.78%                                    | \$124,388               |
| 241-030-230-000              | 9.29                  | 3.74%                                    | \$167,473               |
| 241-030-310-000              | 1.20                  | 0.48%                                    | \$21,633                |
| 241-030-320-000              | 0.10                  | 0.04%                                    | \$1,803                 |
| 241-030-330-000              | 5.00                  | 2.01%                                    | \$90,136                |
| 241-030-340-000              | 6.36                  | 2.56%                                    | \$114,653               |
| 241-030-350-000              | 3.00                  | 1.21%                                    | \$54,082                |
| 241-030-360-000              | 2.93                  | 1.18%                                    | \$52,820                |
| 241-030-290-000              | 4.82                  | 1.94%                                    | \$86,891                |
|                              | <b>248.62</b>         | <b>100%</b>                              | <b>\$4,481,941</b>      |

**Storm Drainage CFF**

Storm drainage improvements were designed to serve the entire SLSP area and include collection mains, manholes, a detention basin, storm water quality basin, pump station and force mains. The total cost of the storm drainage improvements is approximately \$13.4 million. Because these facilities will serve SLSP exclusively, the entire cost is allocated to 16 specific parcels in SLSP.

The SLCC Developer constructed the storm drainage improvements. Their properties, the SLCC Parcels, will therefore not be subject to this fee, but will be provided a credit in the amount of the Storm Drainage fee due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to the fee, and once collected, the fees will be provided to the SLCC Developer as reimbursement. The benefitting parcels and Storm Drainage fees are shown in the table below.

**Storm Drainage CFFs**

|                                       |                       |                                          |                                      |
|---------------------------------------|-----------------------|------------------------------------------|--------------------------------------|
| <b>Storm Drainage Facilities Cost</b> |                       | <b>\$13,421,118</b>                      |                                      |
| <b>Total Acres</b>                    |                       | <b>248.62</b>                            |                                      |
| <b>Cost Per Acre</b>                  |                       | <b>\$53,982</b>                          |                                      |
| <b><u>Current APN</u></b>             | <b><u>Acreage</u></b> | <b><u>Percent of<br/>Total Acres</u></b> | <b><u>Storm<br/>Drainage Fee</u></b> |
| 241-030-150-000                       | 26.08                 | 10.49%                                   | \$1,407,862                          |
| 241-030-160-000                       | 49.62                 | 19.96%                                   | \$2,678,609                          |
| 241-030-170-000                       | 51.46                 | 20.70%                                   | \$2,777,937                          |
| 241-030-180-000                       | 44.72                 | 17.99%                                   | \$2,414,095                          |
| 241-030-190-000                       | 15.20                 | 6.11%                                    | \$820,533                            |
| 241-030-200-000                       | 12.50                 | 5.03%                                    | \$674,781                            |
| 241-030-210-000                       | 9.44                  | 3.80%                                    | \$509,594                            |
| 241-030-220-000                       | 6.90                  | 2.78%                                    | \$372,479                            |
| 241-030-230-000                       | 9.29                  | 3.74%                                    | \$501,497                            |
| 241-030-310-000                       | 1.20                  | 0.48%                                    | \$64,779                             |
| 241-030-320-000                       | 0.10                  | 0.04%                                    | \$5,398                              |
| 241-030-330-000                       | 5.00                  | 2.01%                                    | \$269,912                            |
| 241-030-340-000                       | 6.36                  | 2.56%                                    | \$343,328                            |
| 241-030-350-000                       | 3.00                  | 1.21%                                    | \$161,947                            |
| 241-030-360-000                       | 2.93                  | 1.18%                                    | \$158,169                            |
| 241-030-290-000                       | 4.82                  | 1.94%                                    | \$260,195                            |
|                                       | <b>248.62</b>         | <b>100%</b>                              | <b>\$13,421,118</b>                  |

**Regional Outfall Structure CFF**

Storm runoff from the SLSP area is anticipated to discharge to the San Joaquin River through a new outfall located near the southwest corner of the SLSP area. The proposed South Lathrop outfall facility will be a regional facility that will also serve the LGBPSP and McKinley Corridor developments in addition to the SLSP area. The total cost of the ROS is \$3.5 million and will be equally allocated to the three development areas. Therefore, SLSP's 33% share of the total cost is approximately \$1.2 million. The ROS fee is shown in the table below.

**Regional Outfall Structure CFFs**

|                                                         |                       |                                      |                       |
|---------------------------------------------------------|-----------------------|--------------------------------------|-----------------------|
| <b>Regional Outfall Structure (ROS) Facilities Cost</b> |                       | <b>\$1,177,971</b>                   |                       |
| <b>Total Acres</b>                                      |                       | <b>248.62</b>                        |                       |
| <b>Cost Per Acre</b>                                    |                       | <b>\$4,738</b>                       |                       |
| <b><u>Current APN</u></b>                               | <b><u>Acreage</u></b> | <b><u>Percent of Total Acres</u></b> | <b><u>ROS Fee</u></b> |
| 241-030-150-000                                         | 26.08                 | 10.49%                               | \$123,568             |
| 241-030-160-000                                         | 49.62                 | 19.96%                               | \$235,101             |
| 241-030-170-000                                         | 51.46                 | 20.70%                               | \$243,819             |
| 241-030-180-000                                         | 44.72                 | 17.99%                               | \$211,885             |
| 241-030-190-000                                         | 15.20                 | 6.11%                                | \$72,018              |
| 241-030-200-000                                         | 12.50                 | 5.03%                                | \$59,225              |
| 241-030-210-000                                         | 9.44                  | 3.80%                                | \$44,727              |
| 241-030-220-000                                         | 6.90                  | 2.78%                                | \$32,692              |
| 241-030-230-000                                         | 9.29                  | 3.74%                                | \$44,016              |
| 241-030-310-000                                         | 1.20                  | 0.48%                                | \$5,686               |
| 241-030-320-000                                         | 0.10                  | 0.04%                                | \$474                 |
| 241-030-330-000                                         | 5.00                  | 2.01%                                | \$23,690              |
| 241-030-340-000                                         | 6.36                  | 2.56%                                | \$30,134              |
| 241-030-350-000                                         | 3.00                  | 1.21%                                | \$14,214              |
| 241-030-360-000                                         | 2.93                  | 1.18%                                | \$13,882              |
| 241-030-290-000                                         | 4.82                  | 1.94%                                | \$22,837              |
|                                                         | <b>248.62</b>         | <b>100%</b>                          | <b>\$1,177,971</b>    |

The SLCC Developer constructed the ROS. Their properties, the SLCC Parcels, will therefore not be subject to this fee, but will be provided a credit in the amount of the ROS fee due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to the fee, and once collected, the fees will be provided to the SLCC Developer as reimbursement.

**Administration Fee**

A 3% City administration fee will be added to the fees, discussed above, to pay for the City administrative duties associated with the fee program.

**Fee Adjustments**

The Capital Facilities Fees may be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land uses, densities, or development plans. In addition to such adjustments, each year the CFF will be adjusted by the change in the ENR 20-City CCI over the prior calendar year.



**REASON FOR RECOMMENDATION:**

The purpose of the CFF Program is to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing public infrastructure and community facilities. The CFF Program also limits the impact that new development will have on existing residents and businesses.

As new development occurs throughout the City, it is critical that fees in the CFF program be established, if necessary, and regularly updated to ensure that CFF rates keep up with the rising costs of infrastructure, facilities, and land.

**FISCAL IMPACT:**

The LGBPSP CFF Study analyzed \$79.3 million worth of planned facilities throughout the City and determined LGBPSP's fair share is \$33 million. The remaining \$46.3 million will come from other developments. The LGBPSP CFF Study is being funded by Phelan Haugen Development Company.

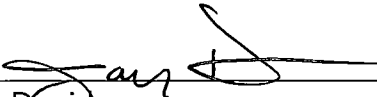
The SLSP CFF Study analyzed \$82.5 million worth of planned facilities throughout the City and determined SLSP's fair share is \$29.6 million. The remaining \$52.9 million will come from other developments. The SLSP CFF Study is being funded by South Lathrop Land LLC.

**ATTACHMENTS:**

- A. Resolution Adopting the Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study, the 2019 South Lathrop Specific Plan Capital Facilities Fees Study and the Fees Recommended in Those Studies
- B. Lathrop Gateway Business Park Specific Plan Boundary Area Map
- C. Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study by Goodwin Consulting Group, dated October 3, 2019
- D. South Lathrop Specific Plan Boundary Area Map
- E. 2019 South Lathrop Specific Plan Capital Facilities Fees Study by Goodwin Consulting Group, dated October 3, 2019

**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
CAPITAL FACILITIES FEES FOR LGBPSP AND SLSP**

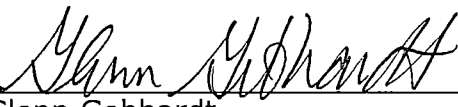
**APPROVALS:**

  
\_\_\_\_\_  
Jay Davidson  
Principal Engineer


10-3-19  
Date

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

10-8-19  
Date

  
\_\_\_\_\_  
Glenn Gebhardt  
City Engineer

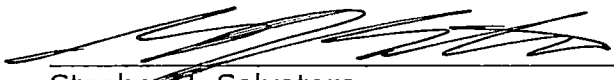
10-3-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

10/8/19  
Date

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

10-7-19  
Date

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

10-7-19  
Date

**RESOLUTION NO. 19-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ADOPTING THE LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN  
CAPITAL FACILITIES FEES STUDY, THE 2019 SOUTH LATHROP SPECIFIC  
PLAN CAPITAL FACILITIES FEES STUDY AND THE FEES RECOMMENDED IN  
THOSE STUDIES**

**WHEREAS**, the Capital Facilities Fees (CFF) and City planning 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 infrastructure and community facilities; and

**WHEREAS**, as new development occurs throughout the City it is critical that fees in the CFF program be established, if necessary, and regularly updated to ensure that CFF rates keep up with the rising costs of infrastructure, facilities, and land; and

**WHEREAS**, the City retained Goodwin Consulting Group (GCG) to assist in establishing a fee program for the Lathrop Gateway Business Park Specific Plan (LGBPSP) area and to provide an update to the City's CFF program for the South Lathrop Specific Plan (SLSP) area; and

**WHEREAS**, GCG prepared the Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study dated October 3, 2019, that recommends establishing fees for the following facilities: transportation, water system, water storage, sewer system, storm drainage and a storm drain regional outfall structure; and

**WHEREAS**, GCG prepared the 2019 South Lathrop Specific Plan Capital Facilities Fees Study dated October 3, 2019, a second study, that recommends updating the transportation fee and storm drain regional outfall fee and creating three new fees including a Water Line Fee, Sewer System Fee, and Storm Drainage Fee; 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 development impact fee as a condition of approval of a development project, as described in the Fee Studies; and

**WHEREAS**, the LGBPSP and SLSP Fees will be inflated each year by the Engineering News Record (ENR) 20-City Construction Cost Index; and

**WHEREAS**, the Fee Studies are based upon the analysis, input and active participation of City staff, GCG, and various reports and studies as described in the Fee Study; 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 Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study dated October 3, 2019 attached as Attachment "C" to the City Council Staff Report of October 14, 2019 and incorporated herein by this reference and Council hereby adopts the fees recommended therein and adds the fees to the Capital Facility Fee Program 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 CFFs is to provide funding for the infrastructure and facilities identified in this Nexus Study for LGBPSP. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
2. The geographic area in which the fees will be imposed is the LGBPSP study area, that is bound by the Union Pacific Railroad to the east and west, State Route 120 to the south, and Yosemite Avenue/Vierra Road to the north, as illustrated in Attachment "B" LGBPSP Boundary Area Map to the City Council Staff Report of October 14, 2019 and incorporated herein by this reference.
3. The estimated fair and proportionate share of the cost of LGBPSP's contribution to providing infrastructure and community facilities within the City are contained in this Capital Facilities Nexus Study.
4. There is a reasonable relationship between the type of development projects on which the fee is imposed and the uses of the fees. The CFF revenue collected from the LGBPSP area will fund the facilities included in the LGBPSP CFF Study. These facilities will serve development in the LGBPSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Fee accounts for the LGBPSP area will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.
5. There is a reasonable relationship between the amount of each CFF and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility.

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop does hereby adopt the 2019 South Lathrop Specific Plan Capital Facilities Fees Study dated October 3, 2019 attached as Attachment "E" to the City Council Staff Report of October 14, 2019 and incorporated herein by this reference and Council hereby adopts the fees recommended therein and adds the fees to the Capital Facility Fee Program 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 CFFs is to provide funding for the infrastructure and facilities identified in this Nexus Study for SLSP. Pursuant to the Lathrop Municipal Code Section 3.20.040 collected fees may be used for no other purpose.
2. The geographic area in which the fees will be imposed is the SLSP study area, that is located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River, as illustrated in Attachment "D" SLSP Boundary Area Map to the City Council Staff Report of October 14, 2019 and incorporated herein by this reference.
3. The estimated fair and proportionate share of the cost of SLSP's contribution to providing infrastructure and community facilities within the City are contained in this Capital Facilities Nexus Study.
4. There is a reasonable relationship between the type of development projects on which the fee is imposed and the uses of the fees. The CFF revenue collected from the SLSP area will fund the facilities included in the SLSP CFF Study. These facilities will serve development in the SLSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Fee accounts for the SLSP area will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.
5. There is a reasonable relationship between the amount of each CFF and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility.

**PASSED AND ADOPTED** by the City Council of the City of Lathrop this 14<sup>th</sup> day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:


ABSTAIN:

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

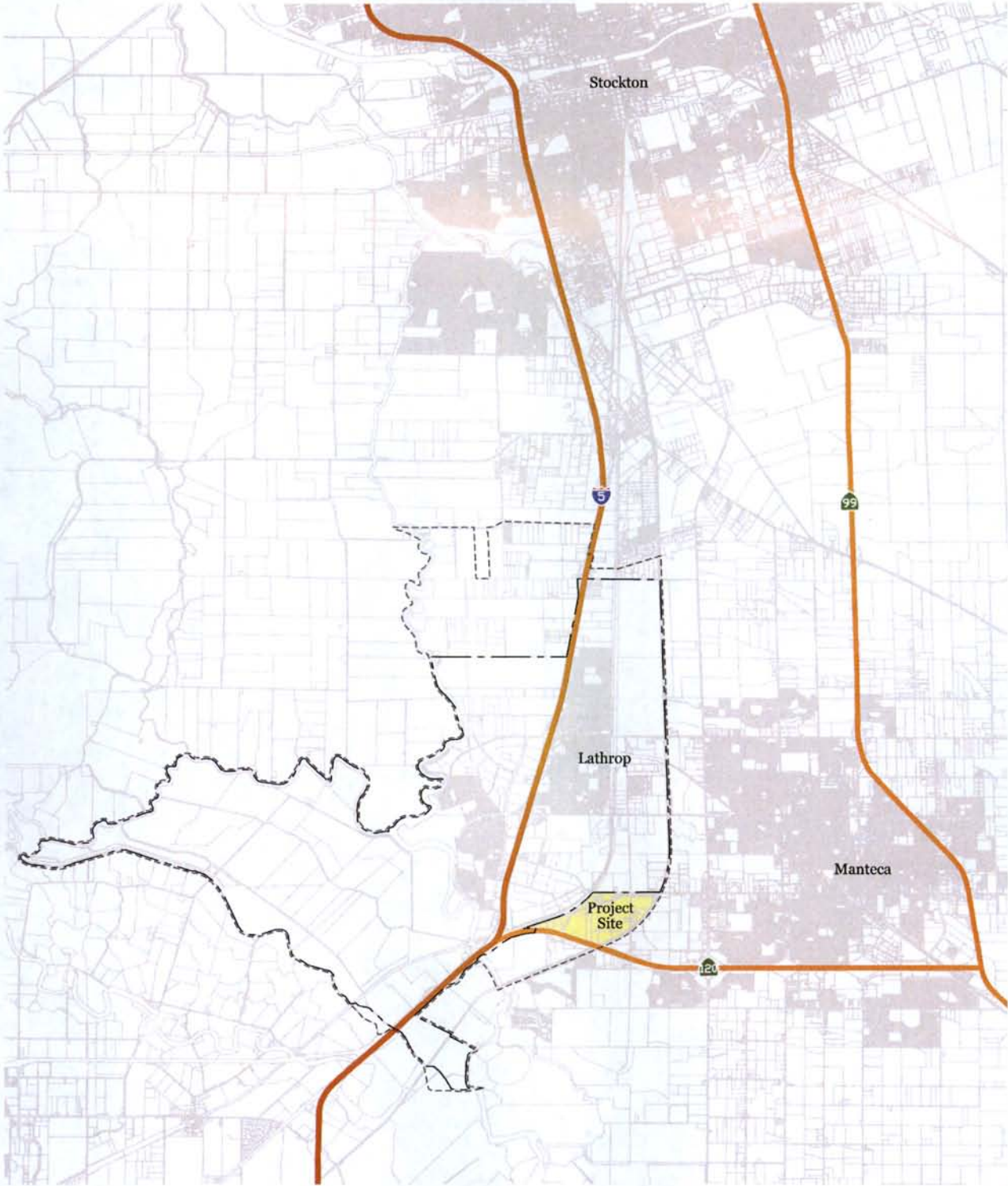
**ATTEST:**

**APPROVED AS TO FORM:**



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

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

# ATTACHMENT "B" LGBPSP AREA MAP



**Legend**  
 Project Location     
  City Limits     
  Sphere of Influence

|                                                                    |  |                  |                                                                                                                                                                               |
|--------------------------------------------------------------------|--|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Figure 1.1: Regional Map</b>                                    |  | Date: April 2010 |                                                                                                                                                                               |
| Lathrop Gateway Business Park Specific Plan<br>Lathrop, California |  | NOT TO SCALE     | <br> |

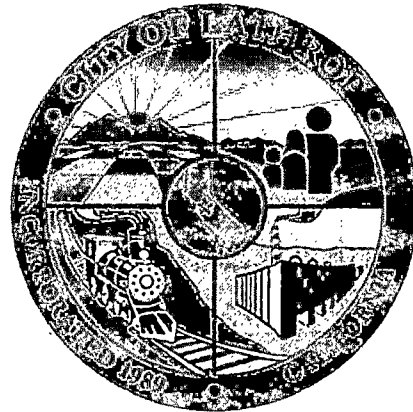
4:\data\2014\_Lathrop Gateway Business Park\Lathrop Gateway Business Park-04\Planning\Exhibits\SP\Draft\_2009\exhibits\Fig-1.1\_RegionalMap.dwg 4/13/10 8:37am bjoyle

**GCG**

GOODWIN CONSULTING GROUP

**CITY OF LATHROP**

**LATHROP GATEWAY BUSINESS PARK  
SPECIFIC PLAN (LGBPSP)  
CAPITAL FACILITIES FEES STUDY**



**October 3, 2019**



**CITY OF LATHROP  
LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN (LGBPSP)  
CAPITAL FACILITIES FEES STUDY**

**TABLE OF CONTENTS**

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| <u>Section</u>                                                           | <u>Page</u> |
|--------------------------------------------------------------------------|-------------|
| <b>Executive Summary</b> .....                                           | <b>i</b>    |
| <b>1. Introduction</b> .....                                             | <b>1</b>    |
| <b>2. Land Uses</b> .....                                                | <b>4</b>    |
| <b>3. Fee Methodology</b> .....                                          | <b>7</b>    |
| <b>4. Capital Facilities and Costs</b> .....                             | <b>10</b>   |
| <b>5. Transportation Fee</b> .....                                       | <b>11</b>   |
| <b>6. Water System and Water Storage Fees</b> .....                      | <b>14</b>   |
| <b>7. Sewer System Fee</b> .....                                         | <b>18</b>   |
| <b>8. Storm Drainage and Regional Outfall Structure Fees</b> .....       | <b>20</b>   |
| <b>9. Fee Summary</b> .....                                              | <b>24</b>   |
| <b>10. Nexus Findings</b> .....                                          | <b>27</b>   |
| <b>11. Fee Program Administration</b> .....                              | <b>29</b>   |
| <br>                                                                     |             |
| <b><u>Maps</u></b>                                                       |             |
| Exhibit 1 – LGBPSP Project Site Map .....                                | 2           |
| Exhibit 2 – LGBPSP Land Use Map .....                                    | 6           |
| <br>                                                                     |             |
| <b><u>Appendix</u></b>                                                   |             |
| Appendix A – Capital Facilities and Cost Allocations                     |             |
| Appendix B – Maps of Water Facility Locations and Benefitting Properties |             |

## ***EXECUTIVE SUMMARY***

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The Lathrop Gateway Business Park Specific Plan (the “LGBPSP” or the “Plan”) area is a 384-acre master planned commercial/industrial development located in the southeastern portion of the City of Lathrop. Approximately 167.6 acres in the Plan are zoned for limited industrial uses, 56.7 acres are zoned for new commercial office uses, 83.0 acres for service commercial uses, and 20.1 acres of open space, well, and detention basins. The remaining 56.5 acres will be comprised of existing and future roads.

LGBPSP’s land use plan includes a maximum potential of 5.43 million square feet of building space. The LGBPSP area is bound by the Union Pacific Railroad to the east and west, State Highway Route 120 to the south, and Yosemite Avenue/Vierra Road to the north.

The City retained Goodwin Consulting Group to assist it in establishing a fee program for the LGBPSP area through the adoption by the City Council of this Lathrop Gateway Business Park Specific Plan Capital Facilities Fees Study (“Fee Study”). This Fee Study is compliant with the requirements set forth in the Mitigation Fee Act, also known as AB 1600, and ensures that a rational nexus exists between the LGBPSP Fees and the cost or portion of the cost of capital facilities attributable to future development in the LGBPSP area.

### **FACILITIES AND COSTS INCLUDED IN THE FEE PROGRAM**

Various capital facilities improvements will be required to serve the LGBPSP area. Facilities and cost estimates have been prepared by the City and its consultants and are presented in this Fee Study. Table E-1 on the following page summarizes these facilities and their costs; detailed costs of the facilities are included in the appendices of this report. The total gross cost of the planned facilities contained in this Fee Study is \$79.3 million. Funding from other sources, including other local developments in the City, totaling \$46.3 million, reduces the net amount that will be funded with LGBPSP Fees to approximately \$33.0 million.

**Table E-1**  
**Facilities Costs**

| <b>Facility Type</b>       | <b>Total Estimated Cost</b> | <b>Funding From Other Developments<sup>1</sup></b> | <b>LGBPSP CFF</b>   |
|----------------------------|-----------------------------|----------------------------------------------------|---------------------|
| Transportation             | \$56,686,324                | \$42,049,277                                       | \$14,637,047        |
| Water System               | \$4,363,639                 | \$2,634,266                                        | \$1,729,373         |
| Water Storage              | \$3,415,585                 | \$1,615,341                                        | \$1,800,244         |
| Sewer System               | \$2,052,296                 | \$0                                                | \$2,052,296         |
| Storm Drainage             | \$12,807,948                | \$0                                                | \$12,807,948        |
| Regional Outfall Structure | \$3,533,913                 | \$2,355,942                                        | \$1,177,971         |
| <b>Total</b>               | <b>\$79,325,792</b>         | <b>\$46,298,884</b>                                | <b>\$33,026,908</b> |

1. Other developments include South Lathrop Specific Plan, McKinley Corridor, Crossroads, and others.

Source: Fehr and Peers; MacKay & Soms; Siegfried; H2O Urban Solutions; Teichert; City of Lathrop

**TRANSPORTATION FACILITIES**

Transportation facilities for LGBPSP include a network of streets, intersections, and interchanges. Transportation facilities to be funded through the fee program include improvements/expansions to SR120/Yosemite interchange, I-5/Louise interchange, Yosemite Avenue, McKinley Avenue, Lathrop Road, Louise Avenue, Airport Way; intersections on Yosemite Avenue, Harlan Road, 5<sup>th</sup> Street, I-5/Louise, and Howland Road; and ramp improvements on Airport Way onto SR120.

The total cost of the transportation improvements is \$56.7 million. Based on its traffic model, the City’s traffic consultant, Fehr & Peers, determined that LGBPSP’s share of the total cost is approximately \$14.6 million. The remaining cost, \$42.0 million, is allocated to the South Lathrop Specific Plan (SLSP) area, McKinley Corridor, Crossroads, and other Lathrop developments that will benefit from these improvements.

## **WATER SYSTEM FACILITIES**

Water system facilities include all water lines, pipes, mains, valves, and fire hydrants located in or adjacent to Yosemite Avenue within the limits of the LGBPSP area from SR 120 right-of-way at the Yosemite Avenue interchange to D'Arcy Parkway, plus the pipelines on D'Arcy Parkway to the point of connection (the "Non-Water Loop Facilities").

Facilities also include all water lines, pipes, mains, and valves directly related to the water line improvements from Harlan Road, under SR120 freeway, along Glacier Road and connecting to Yosemite Avenue interchange in order to complete the water line loop (the "Water Loop Facilities"). The water facilities have been constructed by South Lathrop Land, LLC, the master developer (the "SLSP developer") of the South Lathrop Specific Plan area, so LGBPSP water fee revenue will be used to reimburse the SLSP developer.

Pursuant to a reimbursement agreement between the City and the SLSP developer, the pro rata share of the Non-Water Loop Facilities cost shall be based on a benefitting parcel's frontage along Yosemite Avenue, including the cost of the water main and appurtenances along the border of the benefitting parcel; plus, from the benefitting parcel to the point of connection on D'Arcy, any portion of the main and appurtenances costs not yet collected through Water Fees (Non-Water Loop Facilities) by the City.

This approach will require the first properties along Yosemite, between SR 120 and D'Arcy, to reimburse the full cost of the water main and facilities fronting their property, even though development on each side of the street is responsible for only one half the cost of that water main and facilities. Reimbursement for fee overpayment to the property owner that made the overpayment, including payment by the property on the side of Yosemite opposite the developing side, would be paid from Water Fees (Non-Water Loop Facilities) collected from future developing parcels that are subject to this fee.

The total cost of the water system facilities is \$4.4 million. The City, along with its engineering consultant determined that LGBPSP's share of the total cost is approximately \$1.7 million. The remaining cost, \$2.6 million, is allocated to the SLSP area.

## **WATER STORAGE FACILITIES**

Water storage facilities include a 1.0 MG storage tank and booster pump station for Well 21. The total cost of these improvements is approximately \$3.4 million. Based on estimated water usage, 53% of the total cost of the water storage facilities is attributable to future LGBPSP development. As a result, LGBPSP's fair share of the total cost is \$1.8 million which will be funded through LGBPSP Water Storage Fee.

## **SEWER FACILITIES**

Sewer facilities include sewer force mains, upsizing of existing pipelines, a sewer pump station, land and site work, and reimbursement for construction of an 8” connection to the Lathrop Consolidated Treatment Facility. The total cost of the sewer facilities is \$2.1 million. Since the sewer improvements will primarily serve the LGBPSP area, the full cost of these facilities is allocated to the LGBPSP area.

## **STORM DRAINAGE FACILITIES**

Storm Drainage facilities include upsizing existing force mains, a new pump station, land acquisition and site work, basin construction, manholes, and design and inspection. In addition, LGBPSP will be required to fund a fair share portion of the Regional Outfall Structure (the “ROS”) that will be constructed by the SLSP developer.

The total cost of the storm drainage facilities, not including the ROS, is \$12.8 million. These facilities will primarily serve the LGBPSP area, and therefore, their full cost is allocated to the LGBPSP area.

## **REGIONAL OUTFALL STRUCTURE**

The total cost of the ROS is \$3.5 million. The City and its engineering consultant have determined that the cost of the ROS should be equally allocated to three development areas in the City that will benefit from this facility – namely LGBPSP, SLSP, and the McKinley Corridor development. LGBPSP’s 33% share of the total cost equals \$1,177,971 and will be paid in full by the first developer within LGBPSP that pulls a building permit for a building with 100,000 or more square footage. All subsequent builders will pay the ROS Fee which will be used to reimburse the first developer of LGBPSP.

**FEE SCHEDULE**

Tables E-2 and E-3 below summarize the fees calculated in this report. A 3.0% administration fee will be added to these fees to pay for administrative tasks associated with the fee program.

**Table E-2**  
**Fee Summary**

| Land Use        | Unit     | Transportation Fee | Water System Fee | Water Storage Fee | Sewer System Fee | Storm Drainage Fee | Regional Outfall (ROS) Fee |
|-----------------|----------|--------------------|------------------|-------------------|------------------|--------------------|----------------------------|
| Shopping Center | 1,000 sf | \$17,063           | (1)              | \$589             | \$726            | \$3,821            | \$351                      |
| Office Park     | 1,000 sf | \$5,990            | (1)              | \$556             | \$637            | \$3,352            | \$308                      |
| Industrial Park | 1,000 sf | \$1,323            | (1)              | \$442             | \$305            | \$2,073            | \$191                      |
| Warehouse       | 1,000 sf | \$1,323            | (1)              | \$126             | \$305            | \$2,073            | \$191                      |

(1) The water system fee will be levied only on those specific parcels in the LGBPSP that will benefit from these facilities.

**Table E-3 - Water Fee Summary**

| Parcel APN      | Water Fee (Water Loop Facilities) a | Water Fee (Non-Water Loop Facilities) b | Total Water Fee c = a + b |
|-----------------|-------------------------------------|-----------------------------------------|---------------------------|
| 241-030-050-000 | \$55,548                            | \$0                                     | \$55,548                  |
| 241-390-050-000 | \$50,464                            | \$50,306                                | \$100,770                 |
| 241-390-150-000 | \$29,751                            | \$49,921                                | \$79,672                  |
| 241-390-200-000 | \$23,914                            | \$110,366                               | \$134,279                 |
| 241-390-220-000 | \$25,609                            | \$52,488                                | \$78,096                  |
| 241-400-010-000 | \$2,448                             | \$0                                     | \$2,448                   |
| 241-400-020-000 | \$49,146                            | \$0                                     | \$49,146                  |
| 241-400-030-000 | \$20,430                            | \$0                                     | \$20,430                  |
| 241-400-040-000 | \$75,131                            | \$15,913                                | \$91,044                  |
| 241-400-050-000 | \$60,067                            | \$141,165                               | \$201,233                 |
| 241-400-060-000 | \$432,146                           | \$195,321                               | \$627,467                 |
| 241-400-070-000 | \$53,100                            | \$109,981                               | \$163,081                 |
| 241-400-080-000 | \$14,122                            | \$20,276                                | \$34,399                  |
| 241-400-090-000 | \$0                                 | \$29,773                                | \$29,773                  |
| 241-400-110-000 | \$0                                 | \$61,984                                | \$61,984                  |
| <b>Totals:</b>  | <b>\$891,878</b>                    | <b>\$837,495</b>                        | <b>\$1,729,373</b>        |

## **LATHROP CITYWIDE AND SAN JOAQUIN COUNTYWIDE FEES**

The LGBPSP Fees calculated in this Fee Study, if adopted by the City Council, will be added to the City's Capital Facilities Fee (CFF) program. In addition to the LGBPSP Fees shown in this Fee Study, the LGBPSP area will also be subject to other Lathrop citywide impact fees in the CFF program such as the Municipal Service Facilities CFF, and the Mossdale Tract Regional Levee Impact Fee.

LGBPSP will also be subject to San Joaquin County fees, such as the San Joaquin County Regional Transportation Impact Fee (RTIF) and the County Capital Facilities Fee. LGBPSP shall participate in the City's agriculture mitigation program and the San Joaquin Multi-Species Habitat Conservation and Open Space Plan by paying the per-acre fees for the loss of farmland as well as to mitigate for habitat impacts to covered special status species.

## **WATER AND SEWER CONNECTION FEES**

In addition to the LGBPSP Fees shown in the Fee Study, the LGBPSP area will also be subject to other Lathrop citywide fees in the CFF program for water and sewer connection fees. Water connection fees for the LGBPSP area will include the "Surface Water Supply Full Cost" fee existing for Mossdale Village. Because no capital cost for surface water has been funded for the LGBPSP area in the past, the full cost is due. This fee represents two-thirds of the water required to come from surface water. Water connection fees for the LGBPSP area will also include the "Water System Buy-in" fee existing for the East Lathrop Area, which represents one-third of the water required from ground water, by buying into the East Lathrop water system plus the "Water System Well Improvement" fee existing for the Mossdale Village area. This fee covers the cost of arsenic removal in the City wells.

Sewer connection fees will include the cost of wastewater treatment capacity at the Combined Treatment Facility on Christopher Way plus the cost of designing, building, permitting and land to build storage ponds and disposal sprayfields for recycled water. Treatment capacity may be purchased through the City from developers with excess capacity. Ponds and sprayfields may be constructed by the developer, purchased through the City from a developer with excess capacity, or purchase may be negotiated with the City. Additional existing sewer fees that will be charged to the LGBPSP area include the "Recycled Water Outfall" fee for a future river discharge of recycled water, and the "Sewer/Recycled Water System" fee to reimburse the cost of constructing recycled water mains west of Interstate 5. Both of these are existing fees for Mossdale Village.

Table E-4 on the following pages summarizes the fees calculated in this Fee Study as well as other City and County fees applicable to the LGBPSP area.

## **FEE ADJUSTMENTS**

The LGBPSP Fees may be adjusted in future years to reflect revised costs or changes in the land use plan. In addition to such adjustments, the LGBPSP Fees will be inflated each year by the Engineering News Record (ENR) 20-City Construction Cost Index. The last inflation adjustment conducted by the City in January 2019 was based on the December 2018 ENR 20-City Index of 11,185.51. The current ENR 20-City Construction Cost Index for September 2019 is 11,311.24. Future annual inflation adjustments for the facilities costs and fees included in this Fee Study will be based on this number.



**Table E-4 - Capital Facilities Fee Schedule**

| Fee Component                                                               | Unit         | Service Area                                |
|-----------------------------------------------------------------------------|--------------|---------------------------------------------|
|                                                                             |              | Lathrop Gateway Business Park Specific Plan |
| <b>Municipal Service Facilities CFF<sup>1</sup></b>                         |              |                                             |
| Service/Retail                                                              | 1,000 sf     | \$2,543                                     |
| Other Non-Residential                                                       | 1,000 sf     | \$1,539                                     |
| <b>Surface Water Supply CFF<sup>2</sup></b>                                 |              |                                             |
|                                                                             | 5/8" meter   | \$4,261                                     |
|                                                                             | 1" Fire Svc. | \$4,261                                     |
|                                                                             | 3/4" meter   | \$6,392                                     |
|                                                                             | 1" meter     | \$10,653                                    |
|                                                                             | 1 1/2" meter | \$21,305                                    |
|                                                                             | 2" meter     | \$34,088                                    |
|                                                                             | 3" meter     | \$63,915                                    |
|                                                                             | 4" meter     | \$106,525                                   |
|                                                                             | 6" meter     | \$213,050                                   |
|                                                                             | 8" meter     | \$340,880                                   |
|                                                                             | 10" meter    | \$617,845                                   |
| <b>Water System - Buy-In CFF<sup>3</sup></b>                                |              |                                             |
|                                                                             | 5/8" meter   | \$1,266                                     |
|                                                                             | 1" Fire Svc. | \$1,266                                     |
|                                                                             | 3/4" meter   | \$1,900                                     |
|                                                                             | 1" meter     | \$3,167                                     |
|                                                                             | 1 1/2" meter | \$6,332                                     |
|                                                                             | 2" meter     | \$10,131                                    |
|                                                                             | 3" meter     | \$18,998                                    |
|                                                                             | 4" meter     | \$31,662                                    |
|                                                                             | 6" meter     | \$63,324                                    |
|                                                                             | 8" meter     | \$101,318                                   |
|                                                                             | 10" meter    | \$183,639                                   |
| <b>Water System - West/Central Lathrop Well Improvement CFF<sup>4</sup></b> |              |                                             |
|                                                                             | 5/8" meter   | \$778                                       |
|                                                                             | 1" Fire Svc. | \$778                                       |
|                                                                             | 3/4" meter   | \$1,167                                     |
|                                                                             | 1" meter     | \$1,946                                     |
|                                                                             | 1 1/2" meter | \$3,890                                     |
|                                                                             | 2" meter     | \$6,224                                     |
|                                                                             | 3" meter     | \$11,671                                    |
|                                                                             | 4" meter     | \$19,453                                    |
|                                                                             | 6" meter     | \$38,905                                    |
|                                                                             | 8" meter     | \$62,249                                    |
|                                                                             | 10" meter    | \$112,826                                   |

**Table E-4 - Capital Facilities Fee Schedule (Continued)**

|                                                                  |                 | Service Area    |           |
|------------------------------------------------------------------|-----------------|-----------------|-----------|
|                                                                  |                 | Lathrop Gateway |           |
| Fee                                                              |                 | Business Park   |           |
| Component                                                        | Unit            | Specific Plan   |           |
| <b>Water System - Water Storage CFF</b>                          |                 |                 |           |
|                                                                  | Shopping Center | 1,000 sf        | \$589     |
|                                                                  | Office Park     | 1,000 sf        | \$556     |
|                                                                  | Industrial Park | 1,000 sf        | \$442     |
|                                                                  | Warehouse       | 1,000 sf        | \$126     |
| <b>Water Line CFF - Water Loop <sup>6</sup></b>                  |                 |                 |           |
|                                                                  | Shopping Center | Gross Acres     | \$9,415   |
|                                                                  | Office Park     | Gross Acres     | \$9,415   |
|                                                                  | Industrial Park | Gross Acres     | \$9,415   |
|                                                                  | Warehouse       | Gross Acres     | \$9,415   |
| <b>Water Line CFF - Non-Water Loop <sup>6</sup></b>              |                 |                 |           |
|                                                                  | Shopping Center | Linear Foot     | \$128.33  |
|                                                                  | Office Park     | Linear Foot     | \$128.33  |
|                                                                  | Industrial Park | Linear Foot     | \$128.33  |
|                                                                  | Warehouse       | Linear Foot     | \$128.33  |
| <b>Sewer/Recycled Water System CFF</b>                           |                 |                 |           |
|                                                                  |                 | 5/8" meter      | \$1,114   |
|                                                                  |                 | 1" Fire Svc.    | \$1,114   |
|                                                                  |                 | 3/4" meter      | \$1,670   |
|                                                                  |                 | 1" meter        | \$2,784   |
|                                                                  |                 | 1 1/2" meter    | \$5,566   |
|                                                                  |                 | 2" meter        | \$8,906   |
|                                                                  |                 | 3" meter        | \$16,699  |
|                                                                  |                 | 4" meter        | \$27,831  |
|                                                                  |                 | 6" meter        | \$55,662  |
|                                                                  |                 | 8" meter        | \$89,058  |
|                                                                  |                 | 10" meter       | \$161,419 |
| <b>Sewer Collection System CFF</b>                               |                 |                 |           |
|                                                                  | Shopping Center | 1,000 sf        | \$726     |
|                                                                  | Office Park     | 1,000 sf        | \$637     |
|                                                                  | Industrial Park | 1,000 sf        | \$305     |
|                                                                  | Warehouse       | 1,000 sf        | \$305     |
| <b>Sewer Treatment, Storage, and Collection CFF <sup>7</sup></b> |                 |                 |           |
|                                                                  |                 |                 | TBD       |
| <b>Recycled Water Outfall CFF <sup>8</sup></b>                   |                 |                 |           |
|                                                                  |                 | 5/8" meter      | \$47      |
|                                                                  |                 | 1" Fire Svc.    | \$47      |
|                                                                  |                 | 3/4" meter      | \$71      |
|                                                                  |                 | 1" meter        | \$118     |
|                                                                  |                 | 1 1/2" meter    | \$234     |
|                                                                  |                 | 2" meter        | \$374     |
|                                                                  |                 | 3" meter        | \$702     |
|                                                                  |                 | 4" meter        | \$1,171   |
|                                                                  |                 | 6" meter        | \$2,341   |
|                                                                  |                 | 8" meter        | \$3,745   |
|                                                                  |                 | 10" meter       | \$6,788   |

**Table E-4 - Capital Facilities Fee Schedule (Continued)**

| Fee Component                                                | Unit     | Service Area    |               |
|--------------------------------------------------------------|----------|-----------------|---------------|
|                                                              |          | Lathrop Gateway | Business Park |
|                                                              |          | Specific Plan   |               |
| <b>Storm Drainage CFF</b>                                    |          |                 |               |
| Shopping Center                                              | 1,000 sf |                 | \$3,821       |
| Office Park                                                  | 1,000 sf |                 | \$3,352       |
| Industrial Park                                              | 1,000 sf |                 | \$2,073       |
| Warehouse                                                    | 1,000 sf |                 | \$2,073       |
| <b>Regional Storm Drain Outfall Structure (ROS) CFF</b>      |          |                 |               |
| Shopping Center                                              | 1,000 sf |                 | \$351         |
| Office Park                                                  | 1,000 sf |                 | \$308         |
| Industrial Park                                              | 1,000 sf |                 | \$191         |
| Warehouse                                                    | 1,000 sf |                 | \$191         |
| <b>Local Transportation CFF</b>                              |          |                 |               |
| Office Commercial                                            | 1,000 sf |                 | \$17,063      |
| Retail Commercial                                            | 1,000 sf |                 | \$5,990       |
| Industrial                                                   | 1,000 sf |                 | \$1,323       |
| Warehouse                                                    | 1,000 sf |                 | \$1,323       |
| <b>San Joaquin County RTIF CFF</b>                           |          |                 |               |
| Office Commercial                                            | 1,000 sf |                 | \$1,760       |
| Retail Commercial                                            | 1,000 sf |                 | \$1,400       |
| Industrial                                                   | 1,000 sf |                 | \$1,060       |
| Warehouse                                                    | 1,000 sf |                 | \$440         |
| <b>County Facilities CFF</b>                                 |          |                 |               |
| Service/Office Commercial                                    | 1,000 sf |                 | \$640         |
| Retail Commercial                                            | 1,000 sf |                 | \$430         |
| Industrial                                                   | 1,000 sf |                 | \$110         |
| Warehouse                                                    | 1,000 sf |                 | \$110         |
| <b>AG Mitigation CFF</b>                                     |          |                 |               |
|                                                              | Acre     |                 | \$2,895       |
| <b>Mossdale Tract Regional Levee Impact Fee <sup>9</sup></b> |          |                 |               |
| Single Family Residential                                    | Acre     |                 | \$18,148      |
| Multi-Family Residential                                     | Acre     |                 | \$16,525      |
| Commercial                                                   | Acre     |                 | \$17,187      |
| Industrial                                                   | Acre     |                 | \$14,300      |
| <b>Levee Impact Admin Fee</b>                                |          |                 |               |
| Single Family Residential                                    | Acre     |                 | \$544         |
| Multi-Family Residential                                     | Acre     |                 | \$496         |
| Commercial                                                   | Acre     |                 | \$516         |
| Industrial                                                   | Acre     |                 | \$429         |

## Footnotes

- <sup>1</sup> Includes police, animal control, city hall, corporation yard, performing arts center, and wireless network facilities. Applies to the entire City. Wireless network costs are excluded from the Mossdale Landings developments CFF calculation. This CFF reflects a recent adjustment by the City for inflation only.
- <sup>2</sup> Surface Water Supply CFF for LGBPSP reflects the full cost of the surface water supply project.
- <sup>3</sup> The Water System CFF for LGBPSP is a buy-in fee reflecting the value of existing water system assets.
- <sup>4</sup> The Water System Well Improvement CFF, which LGBPSP will pay, is for well improvements and reflects the cost of future arsenic treatment and a share of standby well capacity.
- <sup>5</sup> Water Line CFF - Water Loop for LGBPSP parcels is based on the gross acres of specific parcels in LGBPSP; the fee per parcel will vary depending on the gross acres of the original parcels, as identified in this Fee Study.
- <sup>6</sup> Water Line CFF - Non-Water Loop for LGBPSP parcels is based on the length, in linear feet, of a parcel's frontage for specific parcels in LGBPSP; the fee per parcel will vary depending on the original parcel's frontage linear feet, as identified in this Fee Study.
- <sup>7</sup> Sewer connection fees will include the cost of wastewater treatment capacity at the Combined Treatment Facility on Christopher Way plus the cost of designing, building, permitting and land to build storage ponds and disposal sprayfields for recycled water. Treatment capacity may be purchased through the City from developers with excess capacity. Ponds and sprayfields may be constructed by the developer, purchased through the City from a developer with excess capacity, or purchase may be negotiated with the City.
- <sup>8</sup> Recycled Water Outfall CFF will be applied to LGBPSP and is based on the estimated cost of a recycled water outfall to San Joaquin River.
- <sup>9</sup> The Mossdale Tract Regional Levee Impact Fee became effective on 01/8/19.

Source: City of Lathrop; Goodwin Consulting Group

## ***1. INTRODUCTION***

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### **BACKGROUND**

The LGBPSP area is a 384-acre master planned commercial/industrial development located in the southeastern portion of the City of Lathrop. The development includes approximately 167.6 acres that are zoned for limited industrial uses, 56.7 acres are zoned for new commercial office uses, 83.0 acres for service commercial uses, and 20.1 acres of open space, well, and detention basins. The remaining 56.5 acres are for existing and future roads.

LGBPSP's land use plan includes a maximum potential of 5.43 million square feet of building space. The LGBPSP area is bound by the Union Pacific Railroad to the east and west, State Highway Route 120 to the south, and Yosemite Avenue/Vierra Road to the north. Exhibit 1 on the following page identifies the location of the LGBPSP area.

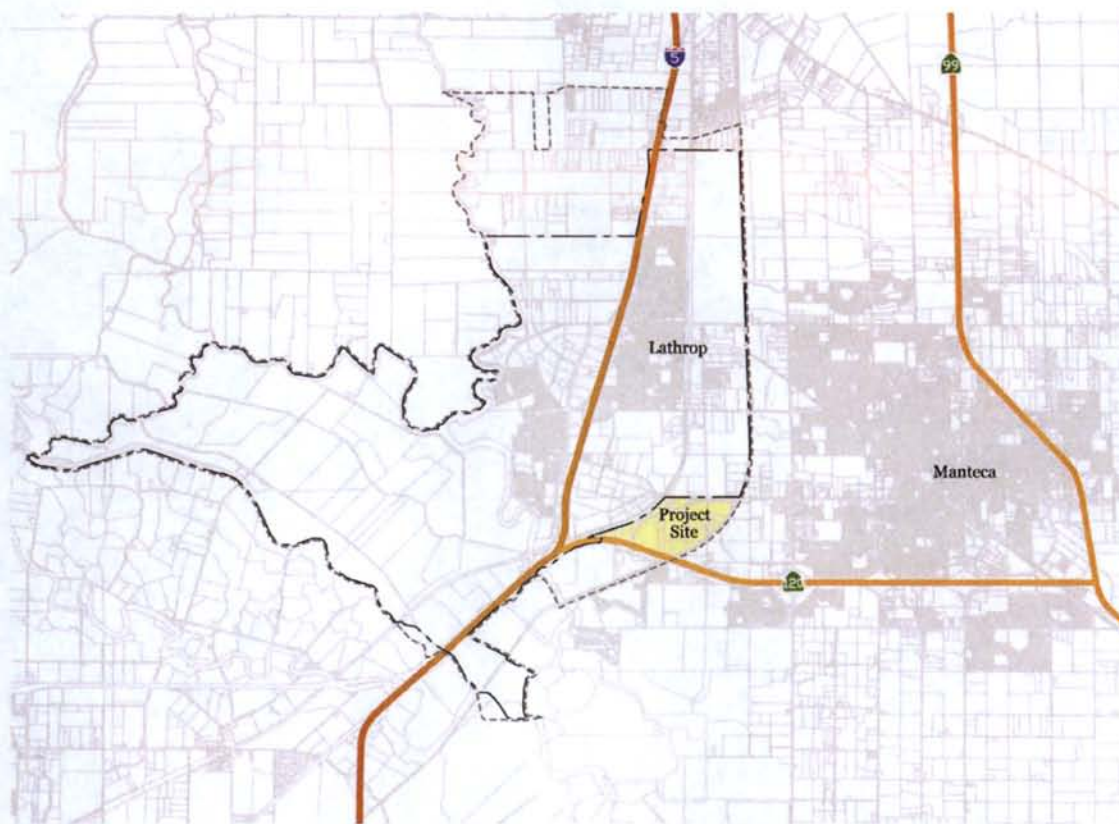
### **FEES INCLUDED IN LGBPSP CAPITAL FACILITIES FEE STUDY**

The LGBPSP Capital Facilities Fee Study includes fees that are specific to the LGBPSP area. The fees in the Fee Study relate to the following categories:

- Transportation Facilities
- Water System Facilities
- Water Storage Facilities
- Sewer System Facilities
- Storm Drainage Facilities
- Regional Outfall Structure
- Administration Fee (3.0% of other fee rates)

These fees will be referred to LGBPSP Fees in this Fee Study. In addition to the LGBPSP Fees listed above, the LGBPSP development will also be subject to certain City of Lathrop citywide CFF fees as well as San Joaquin County fees.

## Exhibit 1 – LGBPSP Project Site



### **MITIGATION FEE ACT (AB 1600)**

The Mitigation Fee Act, commonly known as Assembly Bill (AB) 1600, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee
2. Identify the use to which the fee will be put
3. Determine how there is a reasonable relationship between:
  - A. The fee's use and the type of development project on which the fee is imposed
  - B. The need for the public facility and the type of development project on which the fee is imposed

- C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

The purpose of this Fee Study is to demonstrate that the fees calculated herein comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent chapters of this report.

### **ORGANIZATION OF REPORT**

The remainder of this report has been organized into the following chapters:

|              |                                                                                                                        |
|--------------|------------------------------------------------------------------------------------------------------------------------|
| Chapter 2    | Identifies the LGBPSP land uses, acreages, and building square footage assumptions included in the Fee Study           |
| Chapter 3    | Provides an explanation of the fee methodology used to calculate the fees in the this Fee Study                        |
| Chapter 4    | Summarizes the capital facilities and costs in the fee program                                                         |
| Chapters 5-8 | Provides the details of the fee calculations for transportation, water system, sewer system and storm drainage fees    |
| Chapter 9    | Provides a summary of the LGBPSP Fees calculated in this Fee Study                                                     |
| Chapter 10   | Discusses the nexus findings for the LGBPSP Fees                                                                       |
| Chapter 11   | Addresses implementation of the fee program, future fee adjustments, and administrative duties required by the fee law |

## 2. *LAND USES*

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The LGBPSP is a master planning commercial/industrial that includes approximately 384 acres. The majority of the acreage, or about 167.6 acres, is planned for Limited Industrial land uses. This land use category will allow for a broad range of development types, including industrial, manufacturing, assembly, warehousing/distribution, office, limited ancillary retail sales, supporting retail services, trailer and recreational vehicle sales, research and development, equipment and machinery repair, rental, and other such necessary uses and supporting services. The Limited Industrial sector is located in the central portion of the Plan area, with access from both Yosemite and McKinley Avenues, and is envisioned as an important employment-generating land use. The Limited Industrial zoning category allows for floor area ratios (FAR) ranging from 0.15 to 0.65. The maximum estimated building square footage for the Limited Industrial land in LGBPSP is 3,139,282.

The Service Commercial land use designation includes about 83.0 acres. This area is afforded immediate arterial road access to McKinley and Yosemite Avenues, and the ACE transit line station. This land use area is characterized by service and materials-oriented users such as professional and administrative support services, automotive, truck, boat, and other vehicle sales and services, bicycle shops, building materials businesses, and other product sales and services, warehousing and distribution. The Service Commercial zoning category allows for FAR ratios ranging from 0.15 to 0.66. The maximum estimated building square footage for the Service Commercial land in LGBPSP is 1,554,656.

The LGBPSP also includes 56.7 acres of Commercial Office property situated close to the SR 120 corridor and will provide for local and regional serving office and commercial uses, including financial institutions, administrative support centers, restaurants, and hotel/motels. These strategic uses create a retail commercial land use hub around the interchange. The mix of uses provides regional and local businesses with business workspace, service, and product sales. The Commercial Office zoning category allows for FAR ratios ranging from 0.20 to 0.60. The maximum estimated building square footage for the Commercial Office land in LGBPSP is 740,956.

The remaining acreage will be used for well sites, detention basins, and open space categories. There are three well site facilities that occupy 2.9 acres. The detention category makes up 15.6 acres and the open space area comprises 1.6 acres designated as landscape buffer and slope banks between on-site land uses and major roadways. Roads and pedestrian and bicycle paths will take up the remaining 56.5 acres in the development.



**Table 2-1 – Land Use Summary**

| <b><u>Land Use</u><sup>1</sup></b> | <b>Average</b>    | <b>Net</b>          |                       |
|------------------------------------|-------------------|---------------------|-----------------------|
|                                    | <b><u>FAR</u></b> | <b><u>Acres</u></b> | <b><u>Sq. Ft.</u></b> |
| Shopping Center                    | 0.30              | 14.5                | 189,747               |
| Office Park                        | 0.34              | 64.3                | 958,168               |
| Industrial Park                    | 0.43              | 103.8               | 1,944,257             |
| Warehouse                          | 0.43              | 124.7               | 2,334,794             |
| <b>Subtotal</b>                    |                   | <b>307.3</b>        | <b>5,426,966</b>      |
| <b><u>Land Use - Public</u></b>    |                   | <b><u>Acres</u></b> |                       |
| Well Site                          |                   | 2.9                 | -                     |
| Detention                          |                   | 15.6                | -                     |
| Major and Existing Roads           |                   | 56.5                | -                     |
| Open Space                         |                   | 1.6                 | -                     |
| <b>Subtotal</b>                    |                   | <b>76.6</b>         |                       |
| <b>Total</b>                       |                   | <b>383.9</b>        | <b>5,426,966</b>      |

1. Based on landuses presented in the Fehr & Peers Lathrop Gateway Business Park Specific Plan Project Trip Generation and Traffic Analysis, dated September 28, 2018.

## Exhibit 2 – LGBPSP Land Uses

Lathrop Gateway Business Park Specific Plan | Executive Summary



- Legend**
- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: purple; border: 1px solid black; margin-right: 5px;"></span> LI Limited Industrial</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: orange; border: 1px solid black; margin-right: 5px;"></span> CO Commercial Office</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: red; border: 1px solid black; margin-right: 5px;"></span> SC Service Commercial</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: green; border: 1px solid black; margin-right: 5px;"></span> D Detention (Approximate Location)*</li> </ul> | <ul style="list-style-type: none"> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: lightgreen; border: 1px solid black; margin-right: 5px;"></span> W Well Site</li> <li><span style="display: inline-block; width: 15px; height: 10px; background-color: yellow; border: 1px solid black; margin-right: 5px;"></span> OS Open Space</li> <li><span style="display: inline-block; border-bottom: 1px dashed black; width: 20px; margin-right: 5px;"></span> Potential Future Right-of-Way</li> <li><span style="display: inline-block; border-bottom: 1px dashed black; width: 20px; margin-right: 5px;"></span> Project Boundary</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

\*Basin locations and size shown are conceptual and subject to additional land planning and engineering. Basins may be relocated and reconfigured within each drainage area.

|                                                                    |              |                  |  |
|--------------------------------------------------------------------|--------------|------------------|--|
| <b>Figure 1.2: Land Use Plan</b>                                   |              | Date: April 2010 |  |
| Lathrop Gateway Business Park Specific Plan<br>Lathrop, California | NOT TO SCALE |                  |  |

May 25, 2010

1-9

### 3. *FEE METHODOLOGY*

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When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical and thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Various findings pursuant to the impact fee statute must be made to ensure that a reasonable relationship exists between the fee amount and the impact caused by development on which the fee will be levied. Following is a discussion of the method used in this Fee Study to allocate facilities costs to development and determine the fees in the fee program.

#### **FEE METHODOLOGY**

The plan-based fee methodology is used in this Fee Study. This methodology is used for facilities that must be designed based on future demand projections within a geographic location. Typically, a formal plan such as a specific plan, facilities needs assessment, or master plan identifies and supports the level of facilities required to serve the plan area. This plan would typically consider the existing facilities already in place and determine what additional facilities would be necessary to accommodate new development. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated on specific roadways. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The steps to calculate a fee under the plan-based fee methodology include the following:

- Step 1* Identify facilities and estimate future demand for facilities at build out of the plan area
- Step 2* Determine facilities needed to serve anticipated growth in the plan area
- Step 3* Estimate the gross cost of facilities needed to serve the future development in the plan area

- Step 4** Subtract the gross cost of any facilities included in the facilities plan that will cure an existing deficiency in service or will serve other development areas
- Step 5** Subtract revenues available from alternative funding sources, if any, to identify a net facilities cost that will be allocated to future development.
- Step 6** Select cost allocation factors (e.g., trips generated, gallons per day, acres, C-values) that will be used to allocate facility costs on a proportional impact basis; apply cost allocation factors to each of the land use categories based on their relative service demand or impact on each type of facility
- Step 7** Estimate the total impact from future development by multiplying the total number of units/acres/square feet for each respective land use by its cost allocation factor. Sum the total cost allocation factors for each land use category
- Step 8** Determine the percentage distribution of the cost allocation factors for each land use category by dividing the total of the cost allocation factors for each land use category by the total of all cost allocation factors for all land use categories
- Step 9** Multiply the percent distribution for each land use category, as determined in Step 8, by the total facilities cost to determine the portion of the facility cost that is allocated to each land use category
- Step 10** Divide the facilities cost that is allocated to each land use category, as determined in Step 9, by the number of units, in the case of LGBPSP Fees - per 1,000 square feet of building space, or per acre, or per parcel, to determine the facilities fees

#### **COST ALLOCATION FACTORS**

Cost allocation factors are used to allocate facilities costs to different land uses based on each land use's specific impact on that facility. These factors establish the nexus required by the Fee Mitigation Act which states that the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed are reasonably related. Cost allocation factors, if chosen correctly, will represent a reasonable and relatively proportionate impact that different development types will have on a facility.

For example, trip generation rates are typically used as cost allocation factors for transportation facilities because they are relatively accurate measures of the impact of different types of development on a transportation system. A fast food restaurant, for example, attracts many customers throughout a normal day. On the other hand, a coin operated laundry mat will attract much fewer customers in a day than a fast food restaurant. Therefore the trip generation rate of a fast food restaurant is much higher than a laundry mat's trip generation rate. As a result, the fast food restaurant's transportation fee will be much higher than the laundry mat's fee. Table 3-1 below shows the cost allocation factors used in this Fee Study to allocate costs and calculate the LGBPSP Fees.

**Table 3-1**  
**Cost Allocation Factors**

| <b>Land Use</b> | <b>Transportation</b>          | <b>Water</b>        | <b>Water</b>              | <b>Water</b>      | <b>Sanitary</b>   | <b>Storm</b>          |
|-----------------|--------------------------------|---------------------|---------------------------|-------------------|-------------------|-----------------------|
|                 | <b>(per KSF)</b>               | <b>(Water Loop)</b> | <b>(Excl. Water Loop)</b> | <b>Storage</b>    | <b>Sewer</b>      | <b>Drainage</b>       |
|                 |                                | <b>(per Acre)</b>   | <b>(per Linear Ft)</b>    | <b>(per Acre)</b> | <b>(Per Acre)</b> | <b>&amp; ROS</b>      |
|                 |                                |                     |                           |                   |                   | <b>(Per Acre)</b>     |
|                 | <i>Adjusted</i>                |                     |                           |                   |                   |                       |
|                 | <b><u>PM Peak Hr Trips</u></b> |                     |                           | <b><u>GPD</u></b> | <b><u>GPD</u></b> | <b><u>C-Value</u></b> |
| Shopping Center | 2.88                           | Acre                | Frontage LF               | 1,300             | 590               | 0.90                  |
| Office Park     | 1.01                           | Acre                | Frontage LF               | 1,400             | 590               | 0.90                  |
| Industrial Park | 0.22                           | Acre                | Frontage LF               | 1,400             | 355               | 0.70                  |
| Warehouse       | 0.22                           | Acre                | Frontage LF               | 400               | 355               | 0.70                  |

Source: Fehr and Peers; EKI; City of Lathrop

#### 4. CAPITAL FACILITIES AND COSTS

Table 4-1 below summarizes the facilities costs for transportation, water system, sewer system, and storm drainage, and ROS facilities planned for LGBPSP. The total cost of these facilities is \$79.3 million, with transportation facilities being the largest cost component at \$56.7 million. SLSP, McKinley Corridor, Crossroads, and other local developments will provide the majority of the funding for the transportation improvements, leaving LGBPSP with a \$14.6 million share. For water system facilities costs, SLSP will contribute \$2.6 million, leaving LGBPSP with its fair share obligation of \$1.7 million. For water storage facilities costs, SLSP and other local developments will contribute \$1.6 million, leaving LGBPSP with \$1.8 million. The planned sewer system and storm drainage facilities will primarily serve the LGBPSP area and therefore there will be no contributions from other developments. For the ROS facility, LGBPSP will contribute \$1.2 million and SLSP and others will contribute \$2.4 million. The total funding contribution from the LGBPSP fee program will be \$33.0 million.

**Table 4-1**

**Facilities Costs**

| <b>Facility Type</b>       | <b>Total Estimated Cost</b> | <b>Funding From Other Developments<sup>1</sup></b> | <b>LGBPSP CFF</b>   |
|----------------------------|-----------------------------|----------------------------------------------------|---------------------|
| Transportation             | \$56,686,324                | \$42,049,277                                       | \$14,637,047        |
| Water System               | \$4,363,639                 | \$2,634,266                                        | \$1,729,373         |
| Water Storage              | \$3,415,585                 | \$1,615,341                                        | \$1,800,244         |
| Sewer System               | \$2,052,296                 | \$0                                                | \$2,052,296         |
| Storm Drainage             | \$12,807,948                | \$0                                                | \$12,807,948        |
| Regional Outfall Structure | \$3,533,913                 | \$2,355,942                                        | \$1,177,971         |
| <b>Total</b>               | <b>\$79,325,792</b>         | <b>\$46,298,884</b>                                | <b>\$33,026,908</b> |

1. Other developments include South Lathrop Specific Plan, McKinley Corridor, Crossroads, and others.

Source: Fehr and Peers; MacKay & Soms; Siegfried; H2O Urban Solutions; Teichert; City of Lathrop

## **5. TRANSPORTATION FEE**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the transportation facilities in the LGBPSP area.

### **FACILITIES AND COSTS**

The transportation facilities for LGBPSP are identified in Table A-1 in Appendix A. Facilities include a network of streets, intersections, and interchanges and include improvements/expansions to SR120/Yosemite interchange, I-5/Louise interchange, Yosemite Avenue, McKinley Avenue, Lathrop Road, Louise Avenue, Airport Way; intersections on Yosemite Avenue, Harlan Road, 5<sup>th</sup> Street, I-5/Louise, and Howland Road; and ramp improvements on Airport way onto SR120. Improvements number 18, 19 and 20 on Table A-1 were measured by the cost to mitigate the noted locations in Manteca. Per an agreement between Lathrop and Manteca, Lathrop will not provide these funds to Manteca. Instead, they will be spent on improvements at the SR 120/Yosemite Interchange. Also, all funds collected for use at the SR 120/Yosemite Interchange will be kept in a separate account and used only for improvements at that interchange.

The total cost of the transportation improvements is \$56.7 million. Based on its traffic model, the City's traffic consultant, Fehr & Peers, determined that LGBPSP's share of the total cost based on trip generation is approximately 25.8%, or approximately \$14.6 million. The remaining cost, \$42.0 million, is allocated to the South Lathrop Specific Plan (SLSP) area, McKinley Corridor, Crossroads, and other Lathrop developments that will benefit from these improvements.

### **COST ALLOCATION FACTORS**

The \$14.6 million in transportation facilities costs is allocated to the land uses in LGBPSP. Table A-2 in Appendix A shows this allocation is based on the PM Peak Hour trip generation factors shown in Table 5-1. The PM Peak Hour trip generation rates have been adjusted to account for internal trips as well as pass-by trips. Additionally, the trip rates for the Industrial Park and Warehouse land use categories have been assigned weighted averages of their two rates so as avoid any future loss of fee revenue that would result if more Warehouse development occurred than currently planned. These trip generation allocation factors establish a reasonable relationship, or nexus, between the cost of the transportation facilities that is attributable to each of the land uses and the amount of the Transportation Fees, as determined in this Fee Study.

**Table 5-1**  
**Transportation Cost Allocation Factors**

| <b>Land Use</b>        | <b>Unit</b> | <b>Transportation</b>                |
|------------------------|-------------|--------------------------------------|
|                        |             | <i>Adjusted<br/>PM Peak Hr Trips</i> |
| <b>Shopping Center</b> | <b>KSF</b>  | <b>2.88</b>                          |
| <b>Office Park</b>     | <b>KSF</b>  | <b>1.01</b>                          |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>0.22</b>                          |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>0.22</b>                          |

**TRANSPORTATION FEE**

Table A-2 in Appendix A shows the calculation of Transportation Fee and Table 5-2 below summarizes the fee rates for the land use categories in LGBPSP. The Transportation Fee rates in Table 5-2 are per 1,000 square feet of building space.

**Table 5-2**  
**Transportation Fees**

| <b>Land Use</b>        | <b>Unit</b> | <b>Transportation<br/>Fee</b> |
|------------------------|-------------|-------------------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$17,063</b>               |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$5,990</b>                |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$1,323</b>                |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$1,323</b>                |



**TRANSPORTATION FEE REVENUE ESTIMATE**

The total estimated Transportation Fee revenue at build out of the LGBPSP area is shown in Table 5-3.

**Table 5-3**  
**Transportation Fee Revenue**

|                        | <b>Bldg SF</b>   | <b>Transportation<br/>Fee</b> | <b>Fee<br/>Revenue</b> |
|------------------------|------------------|-------------------------------|------------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b>         |                        |
| Shopping Center        | 189,747          | \$17,063                      | <b>\$3,237,592</b>     |
| Office Park            | 958,168          | \$5,990                       | <b>\$5,739,269</b>     |
| Industrial Park        | 1,944,257        | \$1,323                       | <b>\$2,571,798</b>     |
| Warehouse              | 2,334,794        | \$1,323                       | <b>\$3,088,388</b>     |
| <b>Total</b>           | <b>5,426,966</b> |                               | <b>\$14,637,047</b>    |

## **6. WATER SYSTEM AND WATER STORAGE FEES**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the water system and water storage facilities in the LGBPSP area.

### **WATER SYSTEM FACILITIES AND COSTS**

The total cost of the water system facilities is \$4.3 million. The City, along with its engineering consultant determined that LGBPSP's share of the total cost is approximately \$1.7 million. The remaining \$2.6 million cost is allocated to the SLSP area.

The water system facilities for LGBPSP are identified in Tables A-3 and A-5 in Appendix A. Water facilities are divided into two pipeline sections. One pipeline section is referred to as the water loop and includes all water lines, pipes, mains, and valves directly related to the water line improvements from Harlan Road, under SR120 freeway, along Glacier Road and connecting to Yosemite Avenue interchange in order to complete the water line loop. LGBPSP's share of the cost of this facility is \$891,878, as shown in Table A-3. Parcels in LGBPSP, east of the "Water Facilities (Water Loop) Benefitting Properties", were excluded from sharing this cost because they are creating a separate water loop and are therefore not relying on the water loop created by SLSP. Exhibit B-1 in Appendix B shows the location of this pipeline section.

Detailed facilities and costs for the second pipeline section are shown in Table A-5. The cost of this section of pipeline is \$837,495 and includes all water lines, pipes, mains, valves, and fire hydrants located in or adjacent to Yosemite Avenue within the limits of the LGBPSP area from SR 120 right-of-way at the Yosemite Avenue interchange to D'Arcy Parkway, plus the pipelines on D'Arcy Parkway to the point of connection. Exhibit B-3 in Appendix B shows the location of this pipeline section.

The water facilities have been constructed by the SLSP developer so Water System Fee revenue from LGBPSP will be used to reimburse the SLSP developer.

### **WATER STORAGE FACILITIES AND COSTS**

The water storage facilities for LGBPSP are identified in Table A-7 in Appendix A. Water storage facilities include a 1.0 MG storage tank and booster pump station for Well 21. The total cost of these improvements is approximately \$3.4 million. Since this facility will be shared with SLSP and other local developments, LGBPSP will only pay for its fair share portion of these facilities.

**COST ALLOCATION FACTORS**

The cost allocation factors for the two sections of water pipelines are based on the stated methodology prescribed in the reimbursement agreement (the “Agreement”) executed between the City and the SLSP developer. In the Agreement it is prescribed that the water facilities associated with the water loop pipeline section shall be allocated based on gross acres to the properties that were identified by the engineers as benefitting from these facilities. For the non-water loop pipeline facilities, the engineers determined that these facilities costs should be allocated to parcels that front the pipeline based on the parcel frontage length. The benefitting parcels, as identified in the Agreement, are shown in Exhibits B-2 and B-4 in Appendix B.

For the water storage facilities, the total cost is allocated to LGBPSP based on LGBPSP’s estimated water usage, as measure by the average gallons per day for each land use type. Applying this approach, 53% of the total cost of the water storage facilities is attributable to future development in LGBPSP. As a result, LGBPSP’s fair share of the total cost is \$1.8 million.

The water facilities cost allocation factors used herein, acres, parcel frontage length, and gallons per day, establish a reasonable relationship, or nexus, between the cost of the facilities attributable to each of the benefitting parcels or land uses and the amount of the Water System Fees or Water Storage Fees, as determined in this Fee Study.

**Table 6-1**  
**Water System and Storage Cost Allocation Factors**

| <b>Land Use</b> | <b>Water<br/>(Water Loop)<br/>(per Acre)</b> | <b>Water<br/>(Excl. Water Loop)<br/>(per Linear Ft)</b> | <b>Water<br/>Storage<br/>(per Acre)</b> |
|-----------------|----------------------------------------------|---------------------------------------------------------|-----------------------------------------|
|                 |                                              |                                                         | <b><u>GPD</u></b>                       |
| Shopping Center | Acre                                         | Frontage LF                                             | 1,300                                   |
| Office Park     | Acre                                         | Frontage LF                                             | 1,400                                   |
| Industrial Park | Acre                                         | Frontage LF                                             | 1,400                                   |
| Warehouse       | Acre                                         | Frontage LF                                             | 400                                     |

**WATER SYSTEM FEE**

Tables A-4 (water loop facilities) and A-6 (non-water loop facilities) in Appendix A show the calculation of Water System Fee components for the water loop and non-water loop facilities. Table 6-2 below summarizes the Water System Fee rates for the benefitting parcels in LGBPSP and shows the separate Water System Fee components as well.

**Table 6-2**  
**Water System Fees**

| <b>Parcel<br/>APN</b> | <b>Water<br/>Fee<br/>(Water Loop Facilities)<br/>a</b> | <b>Water<br/>Fee<br/>(Non-Water Loop Facilities)<br/>b</b> | <b>Total<br/>Water<br/>Fee<br/>c = a + b</b> |
|-----------------------|--------------------------------------------------------|------------------------------------------------------------|----------------------------------------------|
| 241-030-050-000       | \$55,548                                               | \$0                                                        | \$55,548                                     |
| 241-390-050-000       | \$50,464                                               | \$50,306                                                   | \$100,770                                    |
| 241-390-150-000       | \$29,751                                               | \$49,921                                                   | \$79,672                                     |
| 241-390-200-000       | \$23,914                                               | \$110,366                                                  | \$134,279                                    |
| 241-390-220-000       | \$25,609                                               | \$52,488                                                   | \$78,096                                     |
| 241-400-010-000       | \$2,448                                                | \$0                                                        | \$2,448                                      |
| 241-400-020-000       | \$49,146                                               | \$0                                                        | \$49,146                                     |
| 241-400-030-000       | \$20,430                                               | \$0                                                        | \$20,430                                     |
| 241-400-040-000       | \$75,131                                               | \$15,913                                                   | \$91,044                                     |
| 241-400-050-000       | \$60,067                                               | \$141,165                                                  | \$201,233                                    |
| 241-400-060-000       | \$432,146                                              | \$195,321                                                  | \$627,467                                    |
| 241-400-070-000       | \$53,100                                               | \$109,981                                                  | \$163,081                                    |
| 241-400-080-000       | \$14,122                                               | \$20,276                                                   | \$34,399                                     |
| 241-400-090-000       | \$0                                                    | \$29,773                                                   | \$29,773                                     |
| 241-400-110-000       | \$0                                                    | \$61,984                                                   | \$61,984                                     |
| <b>Totals:</b>        | <b>\$891,878</b>                                       | <b>\$837,495</b>                                           | <b>\$1,729,373</b>                           |

Source: Goodwin Consulting Group

**WATER STORAGE FEE**

Table A-8 in Appendix A shows the calculation of Water Storage Fee and Table 6-3 below summarizes the fee rates for the land use categories in LGBPSP; fee rates in Table 6-3 are per 1,000 square feet of building space.

**Table 6-3**  
**Water Storage Fees**

| <b>Land Use</b>        | <b>Unit</b> | <b>Water Storage Fee</b> |
|------------------------|-------------|--------------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$589</b>             |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$556</b>             |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$442</b>             |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$126</b>             |

**WATER STORAGE FEE REVENUE ESTIMATE**

The total estimated Water Storage Fee revenue at build out of the LGBPSP area is shown in Table 6-4.

**Table 6-4**  
**Water Storage Fee Revenue**

| <b>Land Use</b> | <b>Bldg SF</b>   | <b>Water Storage Fee</b> | <b>Fee Revenue</b> |
|-----------------|------------------|--------------------------|--------------------|
|                 |                  | <i>Per 1,000 sf</i>      |                    |
| Shopping Center | 189,747          | \$589                    | \$111,738          |
| Office Park     | 958,168          | \$556                    | \$533,127          |
| Industrial Park | 1,944,257        | \$442                    | \$860,230          |
| Warehouse       | 2,334,794        | \$126                    | \$295,149          |
| <b>Total</b>    | <b>5,426,966</b> |                          | <b>\$1,800,244</b> |

## 7. SEWER SYSTEM FEE

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This section of the report identifies the facilities, costs, and the fee rates required to fund the sewer system facilities in the LGBPSP area.

### FACILITIES AND COSTS

The sewer system facilities for LGBPSP are identified in Table A-9 in Appendix A. Sewer facilities include sewer force mains, upsizing of existing pipelines, a sewer lift station, and land for the lift station. An additional \$30,900 is added to the \$2,021,396 shown in Table A-7 to fund a reimbursement to the City for construction of an 8" connection to the Lathrop Consolidated Treatment Facility. The total cost of the sewer facilities is then \$2,052,296. Since the sewer improvements will primarily serve the LGBPSP area, the full cost is allocated to the LGBPSP area.

### COST ALLOCATION FACTORS

The \$2.1 million facilities cost is allocated to LGBPSP land uses in Table A-10 in Appendix A. The cost allocation factors used to allocate the facilities costs to the land use categories are based on average sewer flows from the City's Integrated Water Resources Master Plan. These sewer cost allocation factors are shown in Table 7-1. Sewer flow rates, that measure the average amount of sewage flow for a given land use, establish a reasonable relationship, or nexus, between the cost of the facilities attributable to each of the land uses and the amount of the Sewer System Fees, as determined in this Fee Study.

**Table 7-1**  
**Sewer System Cost Allocation Factors**

| <b>Land Use</b>        | <b>Unit</b> | <b>Sewer</b>      |
|------------------------|-------------|-------------------|
|                        |             | <u><i>GPD</i></u> |
| <b>Shopping Center</b> | <b>Acre</b> | <b>590</b>        |
| <b>Office Park</b>     | <b>Acre</b> | <b>590</b>        |
| <b>Industrial Park</b> | <b>Acre</b> | <b>355</b>        |
| <b>Warehouse</b>       | <b>Acre</b> | <b>355</b>        |

**SEWER SYSTEM FEE**

Table A-10 in Appendix A shows the calculation of Sewer System Fee and Table 7-2 below summarizes the fee rates for the land use categories in LGBPSP. The Sewer System Fee rates in Table 7-2 are per 1,000 square feet of building space.

**Table 7-2**  
**Sewer System Fees**

| <b>Land Use</b>        | <b>Unit</b> | <b>Sewer Fee</b> |
|------------------------|-------------|------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$726</b>     |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$637</b>     |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$305</b>     |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$305</b>     |

**SEWER SYSTEM FEE REVENUE ESTIMATE**

The total estimated Sewer System Fee revenue at build out of the LGBPSP area is shown in Table 7-3.

**Table 7-3**  
**Sewer System Fee Revenue**

|                        | <b>Bldg SF</b>   | <b>Sewer Fee</b>      | <b>Fee Revenue</b> |
|------------------------|------------------|-----------------------|--------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b> |                    |
| Shopping Center        | 189,747          | \$726                 | <b>\$137,764</b>   |
| Office Park            | 958,168          | \$637                 | <b>\$610,355</b>   |
| Industrial Park        | 1,944,257        | \$305                 | <b>\$592,574</b>   |
| Warehouse              | 2,334,794        | \$305                 | <b>\$711,603</b>   |
| <b>Total</b>           | <b>5,426,966</b> |                       | <b>\$2,052,296</b> |

## **8. STORM DRAINAGE AND REGIONAL OUTFALL STRUCTURE FEES**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the storm drainage and ROS facilities in the LGBPSP area.

### **STORM DRAINAGE FACILITIES AND COSTS**

Storm runoff from the LGBPSP area is anticipated to discharge to the San Joaquin River through a new outfall located near the southwest corner of the SLSP area. The proposed South Lathrop outfall facility will be a regional facility that will also serve the SLSP and McKinley Corridor developments in addition to the LGBPSP area.

The storm drainage facilities for LGBPSP are identified in Table A-11 in Appendix A. Storm Drainage facilities costs include upsizing existing force mains, a new pump station, land acquisition and site work, basin construction, manholes, and design and inspection. In addition, LGBPSP will be required to fund a fair share portion of the Regional Outfall Structure that will be constructed by the SLSP developer.

The total cost of the LGBPSP storm drainage facilities, not including the ROS, is \$12.8 million. These facilities will primarily serve the LGBPSP area, and therefore, their full cost is allocated to the LGBPSP area.

### **REGIONAL OUTFALL STRUCTURE FACILITIES AND COSTS**

Table A-13 in Appendix A shows the total cost of the ROS is \$3.5 million. City staff and its engineering consultants estimate that the total cost of the outfall facility should be allocated equally to the three developments that will benefit from this facility, namely SLSP, LGBPSP, and the McKinley Corridor. LGBPSP's 33% share of the total cost equals \$1,177,971 and will be paid in full by the first developer that pulls a building permit for a project with 100,000 or more building square footage. All subsequent builders will pay the ROS Fee which will be used to reimburse the first developer.

### **COST ALLOCATION FACTORS**

The \$12.8 million storm drainage facilities cost is allocated to LGBPSP land uses in Table A-12 in Appendix A based on the City's C-value factors shown in Table 8-1 on the following page. C-value factors, which measure the amount of water runoff for a given land use, establish a



reasonable relationship, or nexus, between the cost of the storm drainage facilities that is attributable to each of the land uses and the amount of the Storm Drainage Fees, as determined in this Fee Study.

**Table 8-1**  
**Storm Drainage and ROS Cost Allocation Factors**

| <b>Land Use</b>        | <b>Unit</b> | <b>Storm<br/>Drainage</b> |
|------------------------|-------------|---------------------------|
|                        |             | <u><i>C-Value</i></u>     |
| <b>Shopping Center</b> | <b>Acre</b> | <b>0.9</b>                |
| <b>Office Park</b>     | <b>Acre</b> | <b>0.9</b>                |
| <b>Industrial Park</b> | <b>Acre</b> | <b>0.7</b>                |
| <b>Warehouse</b>       | <b>Acre</b> | <b>0.7</b>                |

**STORM DRAINAGE FEES**

Table A-12 shows the calculation of Storm Drainage Fee and Table 8-2 below summarizes the fee rates for the land use categories in LGBPSP. The Storm Drainage Fee rates in Table 8-2 are per 1,000 square feet of building space.

**Table 8-2**  
**Storm Drainage Fees**

| <b>Land Use</b>        | <b>Unit</b> | <b>Storm<br/>Drainage<br/>Fee</b> |
|------------------------|-------------|-----------------------------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$3,821</b>                    |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$3,352</b>                    |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$2,073</b>                    |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$2,073</b>                    |

**STORM DRAINAGE FEE REVENUE ESTIMATE**

The total estimated Storm Drainage Fee revenue at build out of the LGBPSP area is shown in Table 8-3.

**Table 8-3**  
**Storm Drainage Fee Revenue Estimate**

|                        | <b>Bldg SF</b>   | <b>Storm<br/>Drainage<br/>Fee</b> | <b>Fee<br/>Revenue</b> |
|------------------------|------------------|-----------------------------------|------------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b>             |                        |
| Shopping Center        | 189,747          | \$3,821                           | <b>\$724,941</b>       |
| Office Park            | 958,168          | \$3,352                           | <b>\$3,211,806</b>     |
| Industrial Park        | 1,944,257        | \$2,073                           | <b>\$4,030,776</b>     |
| Warehouse              | 2,334,794        | \$2,073                           | <b>\$4,840,426</b>     |
| <b>Total</b>           | <b>5,426,966</b> |                                   | <b>\$12,807,948</b>    |

**REGIONAL OUTFALL STRUCTURE FEE**

Table A-14 in Appendix A shows the calculation of ROS Fee and Table 8-4 below summarizes the fee rates for the land use categories in LGBPSP; fee rates in Table 8-4 are per 1,000 square feet of building space.

**Table 8-4**  
**Regional Outfall Structure Fees**

| <b>Land Use</b>        | <b>Unit</b> | <b>ROS Fee</b> |
|------------------------|-------------|----------------|
| <b>Shopping Center</b> | <b>KSF</b>  | <b>\$351</b>   |
| <b>Office Park</b>     | <b>KSF</b>  | <b>\$308</b>   |
| <b>Industrial Park</b> | <b>KSF</b>  | <b>\$191</b>   |
| <b>Warehouse</b>       | <b>KSF</b>  | <b>\$191</b>   |

**REGIONAL OUTFALL STRUCTURE FEE REVENUE ESTIMATE**

The total estimated ROS Fee revenue at build out of the LGBPSP area is shown in Table 8-5.

**Table 8-5**  
**ROS Fee Revenue Estimate**

|                        | <b>Bldg SF</b>   | <b>ROS Fee</b>        | <b>Fee Revenue</b> |
|------------------------|------------------|-----------------------|--------------------|
| <b><u>Land Use</u></b> |                  | <b><u>Per KSF</u></b> |                    |
| Shopping Center        | 189,747          | \$351                 | <b>\$66,674</b>    |
| Office Park            | 958,168          | \$308                 | <b>\$295,396</b>   |
| Industrial Park        | 1,944,257        | \$191                 | <b>\$370,718</b>   |
| Warehouse              | 2,334,794        | \$191                 | <b>\$445,183</b>   |
| <b>Total</b>           | <b>5,426,966</b> |                       | <b>\$1,177,971</b> |

## 9. FEE SUMMARY

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The table below summarizes the fees calculated in this report. A 3.0% administration fee will be added to these fees to pay for administrative tasks associated with the fee program.

**Table 9-1**  
**Fee Summary**

| Land Use        | Unit     | Transportation Fee | Water System Fee | Water Storage Fee | Sewer System Fee | Storm Drainage Fee | Regional Outfall (ROS) Fee |
|-----------------|----------|--------------------|------------------|-------------------|------------------|--------------------|----------------------------|
| Shopping Center | 1,000 sf | \$17,063           | (1)              | \$589             | \$726            | \$3,821            | \$351                      |
| Office Park     | 1,000 sf | \$5,990            | (1)              | \$556             | \$637            | \$3,352            | \$308                      |
| Industrial Park | 1,000 sf | \$1,323            | (1)              | \$442             | \$305            | \$2,073            | \$191                      |
| Warehouse       | 1,000 sf | \$1,323            | (1)              | \$126             | \$305            | \$2,073            | \$191                      |

(1) The water system fee will be levied only on those specific parcels in the LGBPSP that will benefit from these facilities.

**Table 9-2**  
**Water Fee Summary**

| <b>Parcel APN</b> | <b>Water Fee<br/>(Water Loop Facilities)<br/>a</b> | <b>Water Fee<br/>(Non-Water Loop Facilities)<br/>b</b> | <b>Total Water Fee<br/>c = a + b</b> |
|-------------------|----------------------------------------------------|--------------------------------------------------------|--------------------------------------|
| 241-030-050-000   | \$55,548                                           | \$0                                                    | \$55,548                             |
| 241-390-050-000   | \$50,464                                           | \$50,306                                               | \$100,770                            |
| 241-390-150-000   | \$29,751                                           | \$49,921                                               | \$79,672                             |
| 241-390-200-000   | \$23,914                                           | \$110,366                                              | \$134,279                            |
| 241-390-220-000   | \$25,609                                           | \$52,488                                               | \$78,096                             |
| 241-400-010-000   | \$2,448                                            | \$0                                                    | \$2,448                              |
| 241-400-020-000   | \$49,146                                           | \$0                                                    | \$49,146                             |
| 241-400-030-000   | \$20,430                                           | \$0                                                    | \$20,430                             |
| 241-400-040-000   | \$75,131                                           | \$15,913                                               | \$91,044                             |
| 241-400-050-000   | \$60,067                                           | \$141,165                                              | \$201,233                            |
| 241-400-060-000   | \$432,146                                          | \$195,321                                              | \$627,467                            |
| 241-400-070-000   | \$53,100                                           | \$109,981                                              | \$163,081                            |
| 241-400-080-000   | \$14,122                                           | \$20,276                                               | \$34,399                             |
| 241-400-090-000   | \$0                                                | \$29,773                                               | \$29,773                             |
| 241-400-110-000   | \$0                                                | \$61,984                                               | \$61,984                             |
| <b>Totals:</b>    | <b>\$891,878</b>                                   | <b>\$837,495</b>                                       | <b>\$1,729,373</b>                   |

Source: Goodwin Consulting Group

**LATHROP CITYWIDE AND SAN JOAQUIN COUNTYWIDE FEES**

The LGBPSP Fees calculated in this Fee Study, if adopted by the City Council, will be added to the City's Capital Facilities Fee (CFF) program. In addition to the LGBPSP Fees shown in this Fee Study, the LGBPSP area will also be subject to other Lathrop citywide impact fees in the CFF program such as the Municipal Service Facilities CFF, and the Mossdale Tract Regional Levee Impact Fee.

LGBPSP will also be subject to San Joaquin County fees, such as the San Joaquin County Regional Transportation Impact Fee (RTIF) and the County Capital Facilities Fee. LGBPSP shall participate in the City's agriculture mitigation program and the San Joaquin Multi-Species Habitat Conservation and Open Space Plan by paying the per-acre fees for the loss of farmland as well as to mitigate for habitat impacts to covered special status species.

## **WATER AND SEWER CONNECTION FEES**

In addition to the LGBPSP Fees shown in the Fee Study, the LGBPSP area will also be subject to other Lathrop citywide fees in the CFF program for water and sewer connection fees. Water connection fees for the LGBPSP area will include the “Surface Water Supply Full Cost” fee existing for Mossdale Village. Because no capital cost for surface water has been funded for the LGBPSP area in the past, the full cost is due. This fee represents two-thirds of the water required to come from surface water. Water connection fees for the LGBPSP area will also include the “Water System Buy-in” fee existing for the East Lathrop Area, which represents one-third of the water required from ground water, by buying into the East Lathrop water system plus the “Water System Well Improvement” fee existing for the Mossdale Village area. This fee covers the cost of arsenic removal in the City wells.

Sewer connection fees will include the cost of wastewater treatment capacity at the Combined Treatment Facility on Christopher Way plus the cost of designing, building, permitting and land to build storage ponds and disposal sprayfields for recycled water. Treatment capacity may be purchased through the City from developers with excess capacity. Ponds and sprayfields may be constructed by the developer, purchased through the City from a developer with excess capacity, or purchase may be negotiated with the City. Additional existing sewer fees that will be charged to the LGBPSP area include the “Recycled Water Outfall” fee for a future river discharge of recycled water, and the “Sewer/Recycled Water System” fee to reimburse the cost of constructing recycled water mains west of Interstate 5. Both of these are existing fees for Mossdale Village.

## **FEE ADJUSTMENTS**

The LGBPSP Fees may be adjusted in future years to reflect revised costs or changes in the land use plan. In addition to such adjustments, the LGBPSP Fees will be inflated each year by the Engineering News Record (ENR) 20-City Construction Cost Index. The last inflation adjustment conducted by the City in January 2019 was based on the December 2018 ENR 20-City Index of 11,185.51. The current ENR 20-City Construction Cost Index for September 2019 is 11,311.24. Future annual inflation adjustments for the facilities costs and fees included in this Fee Study will be based on this number.

## ***10. NEXUS FINDINGS***

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Development in the City will create a need for additional public facilities as well as expansion of existing facilities to serve future residents and employees. The LGBPSP CFF program will provide funding for public facilities in accordance with the policies and goals set forth by the City. As required pursuant to the Mitigation Fee Act, the LGBPSP Fees calculated in this Fee Study meets the nexus requirements of the law, as outlined below.

### **NEXUS TEST**

#### **Purpose of the Fees**

The purpose of the LGBPSP Fees is to provide funding for the infrastructure and facilities identified in this Fee Study.

#### **Use of Fee**

LGBPSP Fee revenue will be used to fund future development's fair share of the cost of infrastructure and facilities that have been identified by the City as necessary to serve new development in the LGBPSP area.

#### **Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.**

New non-residential development will generate additional demand for the infrastructure and facilities identified in this Fee Study. The facilities, infrastructure improvements, and capacity enhancements included in this Fee Study will ensure that the City will maintain the desired level of service standards that are identified for the facility categories included in this Fee Study.

#### **Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.**

Fee revenue collected from the LGBPSP area will fund the facilities included in this Fee Study. These facilities will serve development in the LGBPSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Fee accounts for the LGBPSP area will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.

**Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.**

A reasonable relationship between the amount of each LGBPSP Fee and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility. For example, the cost allocation for the Transportation Fee is based on the number trips generated for each specific land use. The trip generation rates, which differ between land use categories, measure each land use's impact on facilities and infrastructure. As a result, each land use category or development type is allocated its fair share of the cost based on its impact, as identified by its cost allocation factor.

By assigning the demand for infrastructure and facilities based on the cost allocation factors for each land use and quantifying that demand in the calculation of the LGBPSP Fees, a reasonable relationship is established between the amount of the fee and the cost of the facilities attributable to the different types of non-residential development in the LGBPSP area.



## **11. FEE PROGRAM ADMINISTRATION**

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### **FEE IMPLEMENTATION**

According to the California Government Code, prior to levying a new fee or increasing an existing fee, a public agency must hold at least one open and public meeting. At least 10 days prior to this meeting, the agency must make data on facility costs and funding sources available to the public. Notice of the time and place of the meeting, and a general explanation of the matter, are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall be posted over a 10-day period in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of the first and last publication, not counting such publication dates, are sufficient. The Fee Study and fees established herein will be adopted through a City ordinance and resolution. Once the fee program is adopted by the Lathrop City Council, it shall become effective no sooner than sixty days after the final legislative action.

### **FEE ADJUSTMENTS**

The LGBPSP Fees will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land use. In addition to such adjustments, each year the LGBPSP Fees will be adjusted by the change in the ENR 20-City construction cost index over the prior calendar year. The last inflation adjustment conducted by the City in January 2019 was based on the December 2018 ENR 20-City Index of 11,185.51. The current ENR 20-City Construction Cost Index for September 2019 is 11,311.24. Future annual inflation adjustments for the facilities costs and fees included in this Fee Study will be based on this number.

### **ANNUAL ADMINISTRATIVE DUTIES**

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of fee revenue
- (c) The beginning and ending balance of the account or fund

- (d) The amount of fee revenue collected and interest earned
- (e) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees
- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate
- (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

#### **FIFTH-YEAR ADMINISTRATIVE DUTIES**

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise the law states that the City must refund the fee revenue to the then current owners of the development project.

## ***APPENDIX A***

### ***Capital Facilities and Cost Allocations***

**Table A-1  
Transportation Facilities Costs Allocated to Developments in Lathrop**

| Improvement                                                                                                                     | Cost Estimate | SLSP         | LGBPSP       | MC         | Crossroads   | Other Lathrop | Through Trips   |
|---------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|--------------|------------|--------------|---------------|-----------------|
| Ph 1 SR 120 / Yosemite                                                                                                          |               | 42.95%       | 42.95%       | 1.00%      | 12.40%       | 0.70%         |                 |
| Encroachment Permit Project                                                                                                     | \$ 2,168,974  | \$ 931,574   | \$ 931,574   | \$ 21,690  | \$ 268,953   | \$ 15,183     |                 |
| Ph 2 SR 120 / Yosemite                                                                                                          |               | 42.95%       | 42.95%       | 1.00%      | 12.40%       | 0.70%         |                 |
| Interim Phase                                                                                                                   | \$ 15,004,000 | \$ 6,444,218 | \$ 6,444,218 | \$ 150,040 | \$ 1,860,496 | \$ 105,028    |                 |
| Full Interchange                                                                                                                |               |              |              |            |              |               |                 |
| 2 (100% of relocate all WB ramps)                                                                                               | \$ -          | \$ -         | \$ -         | \$ -       | \$ -         | \$ -          |                 |
| 3 I-5 / Lathrop Road                                                                                                            |               | 1.50%        | 2.20%        | 0.36%      | 1.50%        | 94.44%        |                 |
| Full Interchange<br>(61% of \$33,000,000 = \$20,000,000)                                                                        | \$ 20,000,000 | \$ 300,000   | \$ 440,000   | \$ 72,000  | \$ 300,000   | \$ 18,888,000 |                 |
| 4 Yosemite Avenue - Segment 1<br>SR 120 to Yosemite Court<br>Improvement Cost (100%)                                            | \$ 663,000    | \$ 14,586    | \$ 562,091   | \$ 11,735  | \$ 51,051    | \$ 23,537     |                 |
| 5 Yosemite Avenue - Segment 2<br>Yosemite Court to D'Arcy Parkway<br>Improvement Cost (100%)                                    | \$ 756,000    | \$ 16,632    | \$ 640,937   | \$ 13,381  | \$ 58,212    | \$ 26,838     |                 |
| 6 Yosemite Avenue - Segment 3<br>D'Arcy Parkway to McKinley Avenue<br>Improvement Cost (100%)                                   | \$ 430,000    | \$ 8,084     | \$ 307,536   | \$ 33,970  | \$ 42,570    | \$ 37,840     |                 |
| 7 Yosemite Avenue - Segment 4<br>McKinley Avenue to UPRR Tracks<br>Improvement Cost (100%)                                      | \$ 380,000    | \$ 7,144     | \$ 271,776   | \$ 30,020  | \$ 37,620    | \$ 33,440     |                 |
| 8 Yosemite Avenue - Segment 5<br>SR 120 to SLSP Street A<br>Improvement Cost (\$530,000)<br>Developer Constructed               | \$ -          | \$ -         | \$ -         | \$ -       | \$ -         | \$ -          |                 |
| 9 Yosemite Avenue - Intersection 1<br>Yosemite Avenue / Yosemite Court<br>Improvement Cost (100%)                               | \$ 630,000    | \$ 13,860    | \$ 534,114   | \$ 11,151  | \$ 48,510    | \$ 22,365     |                 |
| 10 Yosemite Avenue - Intersection 2<br>Yosemite Avenue / D'Arcy Parkway<br>Improvement Cost (100%)                              | \$ 420,000    | \$ 7,896     | \$ 300,384   | \$ 33,180  | \$ 41,580    | \$ 36,960     |                 |
| 11 Yosemite Avenue - Intersection 3<br>Yosemite Avenue / McKinley Avenue<br>Improvement Cost (100%)                             | \$ 770,000    | \$ 14,476    | \$ 550,704   | \$ 60,830  | \$ 76,230    | \$ 67,760     |                 |
| 12 Yosemite Avenue - Intersection 4<br>Yosemite Avenue / SLSP Street A<br>Improvement Cost (\$375,000)<br>Developer Constructed | \$ -          | \$ -         | \$ -         | \$ -       | \$ -         | \$ -          |                 |
| 13 Yosemite Avenue<br>At-Grade UPRR Crossing<br>Improvement Cost (100%)                                                         | \$ 600,000    | \$ 11,280    | \$ 429,120   | \$ 47,400  | \$ 59,400    | \$ 52,800     |                 |
| 14 McKinley Avenue - Segment 1<br>Yosemite Avenue to UPRR Crossing<br>Improvement Cost (100%)                                   | \$ 432,000    | \$ 173       | \$ 340,762   | \$ 65,750  | \$ 12,010    | \$ 13,306     |                 |
| 15 McKinley Avenue<br>At-Grade UPRR Crossing<br>Improvement Cost (100%)                                                         | \$ 600,000    | \$ 240       | \$ 473,280   | \$ 91,320  | \$ 16,680    | \$ 18,480     |                 |
| 16 Lathrop Road / McKinley Avenue<br>Improvement Cost (100%)                                                                    | \$ 500,000    | \$ 250       | \$ 1,400     | \$ 1,200   | \$ 1,900     | \$ 495,250    |                 |
| 17 Louise Avenue / McKinley Avenue<br>Improvement Cost (100%)                                                                   | \$ 600,000    | \$ 2,580     | \$ 39,000    | \$ 90,600  | \$ 5,400     | \$ 462,420    |                 |
| 18 <sup>1</sup> Airport Way / Daniels Street<br>Improvement Cost (100%)                                                         | \$ 620,000    | \$ 3,844     | \$ 9,300     | \$ 2,480   | \$ 1,364     | \$ 20,150     | \$ 582,862.00   |
| 19 <sup>1</sup> Airport Way / WB SR 120 Ramps<br>Improvement Cost (30%)                                                         | \$ 4,950,000  | \$ 30,690    | \$ 74,250    | \$ 19,800  | \$ 10,890    | \$ 160,875    | \$ 4,653,495.00 |

**Table A-1  
Transportation Facilities Costs Allocated to Developments in Lathrop**

| Improvement                                                                | Cost Estimate        | SLSP                | LGBPSP               | MC                | Crossroads          | Other Lathrop        | Through Trips       |
|----------------------------------------------------------------------------|----------------------|---------------------|----------------------|-------------------|---------------------|----------------------|---------------------|
| 20 <sup>1</sup> Airport Way / EB SR 120 Ramps<br>Improvement Cost (30%)    | \$ 4,950,000         | \$ 30,690           | \$ 74,250            | \$ 19,800         | \$ 10,890           | \$ 160,875           | \$ 4,653,495.00     |
| <b>Totals</b>                                                              | <b>\$ 54,473,974</b> | <b>\$ 7,838,217</b> | <b>\$ 12,424,697</b> | <b>\$ 776,347</b> | <b>\$ 2,903,754</b> | <b>\$ 20,641,106</b> | <b>\$ 9,889,852</b> |
|                                                                            |                      | <b>14.39%</b>       | <b>22.81%</b>        | <b>1.43%</b>      | <b>5.33%</b>        | <b>37.89%</b>        | <b>18.16%</b>       |
| 21 Harlan Road / Lathrop Road<br>Intersection<br>Improvement Cost (100%)   | \$ 650,000           |                     | \$ 27,300            |                   |                     |                      |                     |
| 22 5th Street / Lathrop Road<br>Intersection<br>Improvement Cost (100%)    | \$ 650,000           |                     | \$ 22,100            |                   |                     |                      |                     |
| 23 I-5 / Louise Avenue<br>Interchange<br>Improvement Cost (100%)           | \$ 39,200,000        |                     | \$ 2,116,800         |                   |                     |                      |                     |
| 24 Howland Road / Louise Avenue<br>Intersection<br>Improvement Cost (100%) | \$ 650,000           |                     | \$ 46,150            |                   |                     |                      |                     |
| <b>Added Gateway Intersections #21, 22, 23 and 24:</b>                     |                      |                     | <b>\$ 2,212,350</b>  |                   |                     |                      |                     |
| <b>Revised Total for LGBPSP</b>                                            |                      |                     | <b>\$14,637,047</b>  |                   |                     |                      |                     |

1. Although mitigation funds will be measured by the cost to mitigate the intersections listed above, the City may use those funds to improve intersections in Lathrop alone

Source: Feer & Peers

**Table A-2  
Transportation Facilities Cost Allocation**

|                 | Bldg SF             | PM Peak Hour Trip Rate | Percent Adjustment For Trips <sup>1</sup> | Adjusted PM Peak Trips Per KSF | Total New Trips | Percent Allocation | Cost Allocation     | Transportation Fee |
|-----------------|---------------------|------------------------|-------------------------------------------|--------------------------------|-----------------|--------------------|---------------------|--------------------|
| <b>Cost:</b>    | <b>\$14,637,047</b> |                        |                                           |                                |                 |                    |                     |                    |
| <u>Land Use</u> | <u>Bldg SF</u>      | <u>Per KSF</u>         |                                           | <u>Per KSF</u>                 |                 |                    |                     | <u>Per KSF</u>     |
| Shopping Center | 189,747             | 3.81                   | 75.5%                                     | 2.88                           | 546             | 22.1%              | \$3,237,592         | <b>\$17,063</b>    |
| Office Park     | 958,168             | 1.07                   | 94.4%                                     | 1.01                           | 968             | 39.2%              | \$5,739,269         | <b>\$5,990</b>     |
| Industrial Park | 1,944,257           | 0.24                   | 94.4%                                     | 0.22                           | 434             | 17.6%              | \$2,571,798         | <b>\$1,323</b>     |
| Warehouse       | 2,334,794           | 0.24                   | 94.4%                                     | 0.22                           | 521             | 21.1%              | \$3,088,388         | <b>\$1,323</b>     |
| <b>Total</b>    | <b>5,426,967</b>    |                        |                                           |                                | <b>2,468</b>    | <b>100.0%</b>      | <b>\$14,637,047</b> |                    |

1. Adjustment made for internal and pass-by trips.

Source: Fehr and Peers; Goodwin Consulting Group; City of Lathrop

**Table A-3  
WATER SYSTEM COSTS - WATER LOOP FACILITIES**

| <b>HARD COSTS</b>                                                                        | <b>Unit</b> | <b>Unit Cost</b> | <b>QTY</b> | <b>Subtotal</b> | <b>Running Total</b> | <b>Source of Cost Information</b> |
|------------------------------------------------------------------------------------------|-------------|------------------|------------|-----------------|----------------------|-----------------------------------|
| 12" Waterline from Harlan Road POC to D'arcy Pkwy POC                                    | LF          | \$131            | 9434       | \$1,237,046     |                      | Teichert                          |
| Bore & Jack for 12" Water (includes Dewatering)                                          | LF          | \$1,485          | 580        | \$861,300       |                      | Teichert                          |
| Additional Dewatering Transport Pipe                                                     | LF          | \$80             | 1865       | \$149,704       |                      | Teichert                          |
| Removal of Debris, Fencing, Irrigation Pipe, Wells, Etc.                                 | LS          | \$513,253        | 0.03       | \$17,509        |                      | Noceti Farms                      |
| <b>HARD COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <b>\$2,265,559</b>   |                                   |
| <b>SOFT COSTS</b>                                                                        |             |                  |            |                 |                      |                                   |
| Geotechnical Design, SWPPP & Inspections                                                 | LS          | \$774,000        | 0.03       | \$26,405        |                      | Engco                             |
| Legal                                                                                    | LS          | \$68,705         | 0.03       | \$2,344         |                      | Miller Starr                      |
| Performance & Material Bond (includes One-Year Warranty Bond)                            | LS          | \$441,523        | 0.11       | \$46,682        |                      | Willis Towers Watson              |
| Civil Engineering & Governmental Agency Coordination, Staking                            | LS          | \$652,000        | 0.03       | \$22,243        |                      | Mackay & Soms                     |
| <b>SOFT COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <b>\$97,674</b>      |                                   |
| <b>CITY RELATED COSTS</b>                                                                |             |                  |            |                 |                      |                                   |
| City Plan Check, Inspection, & Storage Fees (Civil Improvement Plans 36.1% Reimbursable) |             | \$343,170        | 0.05       | \$17,344        |                      | City                              |
| Encroachment Permit                                                                      |             | \$0              | 0.00       | \$0             |                      | City                              |
| City Staff Time for Meetings                                                             |             | \$5,287          | 0.25       | \$1,322         |                      | City                              |
| Reimbursement Agreement (2/3 of \$7,931)                                                 |             |                  |            |                 |                      | City                              |
| <b>CITY RELATED COST SUBTOTAL:</b>                                                       |             |                  |            |                 | <b>\$18,666</b>      |                                   |
| <b>SUBTOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:</b>                                 |             |                  |            |                 |                      | <b>\$2,381,898</b>                |
| Contingency                                                                              |             |                  |            | 10%             |                      | \$238,190                         |
| (34.04% Applied to Areas Outside LGSP; 65.96% Applied to Areas Within SLSP.)             |             |                  |            | 34.04%          |                      |                                   |
| <b>GRAND TOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:</b>                              |             |                  |            |                 |                      | <b>\$891,878</b>                  |

Source: MacKay & Soms

**Table A-4**

**Water System Fee - Water Loop Facilities**

|                                                      |                |                                      |                            |
|------------------------------------------------------|----------------|--------------------------------------|----------------------------|
| <b>Water Facilities Cost - Water Loop Facilities</b> |                |                                      | <b>\$891,878</b>           |
| <b>Total Acres</b>                                   |                |                                      | <b>94.73</b>               |
| <b>Cost Per Acre</b>                                 |                |                                      | <b>\$9,415</b>             |
| <br>                                                 |                |                                      |                            |
| <u>APN</u>                                           | <u>Acreage</u> | <u>Percentage of<br/>Total Acres</u> | <u>Total<br/>Water Fee</u> |
| 241-030-050-000                                      | 5.90           | 6.23%                                | \$55,548                   |
| 241-390-050-000                                      | 5.36           | 5.66%                                | \$50,464                   |
| 241-390-150-000                                      | 3.16           | 3.34%                                | \$29,751                   |
| 241-390-200-000                                      | 2.54           | 2.68%                                | \$23,914                   |
| 241-390-220-000                                      | 2.72           | 2.87%                                | \$25,609                   |
| 241-400-010-000                                      | 0.26           | 0.27%                                | \$2,448                    |
| 241-400-020-000                                      | 5.22           | 5.51%                                | \$49,146                   |
| 241-400-030-000                                      | 2.17           | 2.29%                                | \$20,430                   |
| 241-400-040-000                                      | 7.98           | 8.42%                                | \$75,131                   |
| 241-400-050-000                                      | 6.38           | 6.73%                                | \$60,067                   |
| 241-400-060-000                                      | 45.90          | 48.45%                               | \$432,146                  |
| 241-400-070-000                                      | 5.64           | 5.95%                                | \$53,100                   |
| 241-400-080-000                                      | 1.50           | 1.58%                                | \$14,122                   |
| <b>Totals:</b>                                       | <b>94.73</b>   | <b>100%</b>                          | <b>\$891,878</b>           |

Source: MacKay & Somps; Goodwin Consulting Group



**Table A-5  
WATER SYSTEM COSTS - EXCLUDING WATER LOOP FACILITIES**

| <b>HARD COSTS</b>                                                                             | <b>Unit</b> | <b>Unit Cost</b> | <b>QTY</b> | <b>Subtotal</b> | <b>Running Total</b> | <b>Source of Cost Information</b> |
|-----------------------------------------------------------------------------------------------|-------------|------------------|------------|-----------------|----------------------|-----------------------------------|
| 12" Waterline from SR 120 to POC on D'Arcy Pkwy                                               | LF          | \$145.35         | 3409       | \$495,498       |                      | Teichert                          |
| Fire Hydrants                                                                                 | LF          | \$11,750         | 3          | \$35,250        |                      | Teichert                          |
| 6" Fire Hydrants Stubs w/value                                                                | LF          | \$2,250          | 9          | \$20,250        |                      | Teichert                          |
| Patch Pave (Detail R-28B)                                                                     | SF          | \$13.10          | 1500       | \$19,650        |                      |                                   |
| Traffic Control                                                                               | LS          | \$20,689         | 1          | \$20,689        |                      | Teichert                          |
| 12" Blind Flange Valve                                                                        | EA          | \$2.00           | 2500       | \$5,000         |                      | Teichert                          |
| General Conditions                                                                            | LS          | \$2,403          | 1.00       | \$2,403         |                      | Noceti Farms                      |
| <b>HARD COST SUBTOTAL:</b>                                                                    |             |                  |            |                 | <b>\$598,740</b>     |                                   |
| <b>SOFT COSTS</b>                                                                             |             |                  |            |                 |                      |                                   |
| Geotechnical Design, SWPPP & Inspections                                                      | LS          | \$65,000         | 1.00       | \$65,000        |                      | Engco                             |
| Legal                                                                                         | LS          | \$20,001         | 1.00       | \$20,001        |                      | Miller Starr                      |
| Performance & Material Bond (Includes One-Year Warranty Bond)                                 | LS          | \$441,523        | 0.03       | \$12,337        |                      | Willis Towers Watson              |
| Civil Engineering & Governmental Agency Coordination, Staking (67.8% applies to reimbursable) | LS          | \$100,388        | 0.68       | \$68,063        |                      | Mackay & Soms                     |
| <b>SOFT COST SUBTOTAL:</b>                                                                    |             |                  |            |                 | <b>\$165,401</b>     |                                   |
| <b>CITY RELATED COSTS</b>                                                                     |             |                  |            |                 |                      |                                   |
| City Legal and Staff Costs                                                                    |             | \$0              | 0.00       | \$0.00          |                      | City                              |
| City Plan Check, Inspection, & Storage Fees (Civil Improvement Plans Reimbursable)            |             | \$77,580         | 0.83       | \$64,702        |                      | City                              |
| Encroachment Permit                                                                           |             | \$0              | 0.00       | \$0             |                      | City                              |
| City Staff Time for Meetings                                                                  |             | \$0              | 0.00       | \$0             |                      | City                              |
| Reimbursement Agreement (1/3 of \$7,931)                                                      |             | \$2,644          | 0.75       | \$1,983         |                      | City                              |
| <b>CITY RELATED COST SUBTOTAL:</b>                                                            |             |                  |            |                 | <b>\$66,685</b>      |                                   |
| <b>SUBTOTAL WATER SYSTEM IMPROVEMENT COSTS:</b>                                               |             |                  |            |                 | <b>\$830,827</b>     |                                   |
| Contingency                                                                                   |             |                  |            |                 | \$6,668              |                                   |
| <b>GRAND TOTAL WATER SYSTEM IMPROVEMENT COSTS:</b>                                            |             |                  |            |                 | <b>\$837,495</b>     |                                   |

Source: MacKay & Soms

**Table A-6  
Water System Fee - Excluding Water Loop Facilities**

|                                                                |                           |                                 |                         |
|----------------------------------------------------------------|---------------------------|---------------------------------|-------------------------|
| <b>Water Facilities Cost - Excluding Water Loop Facilities</b> |                           |                                 | <b>\$837,495</b>        |
| <b>Total Frontage Linear Feet</b>                              |                           |                                 | <b>6,526</b>            |
| <b>Cost Per Linear Foot of Frontage</b>                        |                           |                                 | <b>\$128.33</b>         |
|                                                                |                           |                                 |                         |
|                                                                | <b>Frontage</b>           | <b>Percentage of</b>            |                         |
| <b><u>APN</u></b>                                              | <b><u>Linear Feet</u></b> | <b><u>Total Frontage LF</u></b> | <b><u>Water Fee</u></b> |
| 241-390-050-000                                                | 392                       | 6.01%                           | \$50,306                |
| 241-390-150-000                                                | 389                       | 5.96%                           | \$49,921                |
| 241-390-200-000                                                | 860                       | 13.18%                          | \$110,366               |
| 241-390-220-000                                                | 409                       | 6.27%                           | \$52,488                |
| 241-400-040-000                                                | 124                       | 1.90%                           | \$15,913                |
| 241-400-050-000                                                | 1,100                     | 16.86%                          | \$141,165               |
| 241-400-060-000                                                | 1,522                     | 23.32%                          | \$195,321               |
| 241-400-070-000                                                | 857                       | 13.13%                          | \$109,981               |
| 241-400-080-000                                                | 158                       | 2.42%                           | \$20,276                |
| 241-400-090-000                                                | 232                       | 3.56%                           | \$29,773                |
| 241-400-110-000                                                | 483                       | 7.40%                           | \$61,984                |
| <b>Totals:</b>                                                 | <b>6,526</b>              | <b>100%</b>                     | <b>\$837,495</b>        |

Source: MacKay & Soms; Goodwin Consulting Group

**Table A-7**  
**Water Storage Facilities Cost**

| Well 21 Phase 2B Improvements                            | Quantity | Unit<br>Cost | Total<br>Estimated<br>Cost |
|----------------------------------------------------------|----------|--------------|----------------------------|
| <b>1 MG Storage Tank &amp; Foundation</b>                | 1        | \$1,200,000  | \$1,200,000                |
| <b>Booster Pump Station</b>                              |          |              |                            |
| Mechanical Improvements                                  |          |              |                            |
| Pump                                                     | 4        | \$20,000     | \$80,000                   |
| Motor                                                    | 4        | \$10,000     | \$40,000                   |
| Cans                                                     | 4        | \$12,500     | \$50,000                   |
| Piping and Fittings                                      | 1        | \$120,000    | \$120,000                  |
| Valves                                                   | 12       | \$3,000      | \$36,000                   |
| Instrumentation                                          | 1        | \$15,000     | \$15,000                   |
| Seals                                                    | 4        | \$4,000      | \$16,000                   |
| Pedestals                                                | 4        | \$15,000     | \$60,000                   |
| Concrete Pad                                             | 1        | \$30,000     | \$30,000                   |
| Shade Structure                                          | 1        | \$30,000     | \$30,000                   |
| Electrical Improvements                                  |          |              |                            |
| Starters (VFD)                                           | 4        | \$20,000     | \$80,000                   |
| MCC                                                      | 1        | \$250,000    | \$250,000                  |
| Modify Switchgear                                        | 1        | \$150,000    | \$150,000                  |
| Transformer                                              | 1        | \$50,000     | \$50,000                   |
| Genset                                                   | 1        | \$250,000    | \$250,000                  |
| Conductors and Conduits                                  | 1        | \$30,000     | \$30,000                   |
| <b>Subtotal Construction Costs</b>                       |          |              | <b>\$2,487,000</b>         |
| Contingency                                              |          | 15.0%        | \$373,050                  |
| <b>Total Construction Costs</b>                          |          |              | <b>\$2,860,050</b>         |
| <b>Soft Costs</b>                                        |          |              |                            |
| Engineering, DDW Permitting                              |          | 8.0%         | \$228,804                  |
| Construction Management                                  |          | 8.0%         | \$228,804                  |
| O&M Plan for DDW Permitting                              |          |              | \$2,500                    |
| <b>Total Soft Costs</b>                                  |          |              | <b>\$460,108</b>           |
| Total Project Costs (in 2018 dollars)                    |          |              | \$3,320,158                |
| <b>Total Project Costs (in 2019 dollars)<sup>1</sup></b> |          |              | <b><u>\$3,415,585</u></b>  |

1. Based on the ENR Index for December 2018, construction costs have increased 2.87% since the prior year.

Source: MacKay & Somps; H2O Urban Solutions

**Table A-8**  
**Water Storage Facilities Cost Allocation<sup>1</sup>**

|                        | Bldg SF            | Acres        | Avg<br>Gallons<br>Per Day<br>Per Acre | Total<br>Gallons | Percent<br>Allocation | Cost<br>Allocation | Water<br>Storage<br>Fee |
|------------------------|--------------------|--------------|---------------------------------------|------------------|-----------------------|--------------------|-------------------------|
| <b>Cost:</b>           | <b>\$1,800,244</b> |              |                                       |                  |                       |                    |                         |
| <b><u>Land Use</u></b> |                    |              |                                       |                  |                       |                    | <b><u>Per KSF</u></b>   |
| Shopping Center        | 189,747            | 14.5         | 1300                                  | 18,876           | 6.2%                  | \$111,738          | <b>\$589</b>            |
| Office Park            | 958,168            | 64.3         | 1400                                  | 90,062           | 29.6%                 | \$533,127          | <b>\$556</b>            |
| Industrial Park        | 1,944,257          | 103.8        | 1400                                  | 145,320          | 47.8%                 | \$860,230          | <b>\$442</b>            |
| Warehouse              | 2,334,794          | 124.7        | 400                                   | 49,860           | 16.4%                 | \$295,149          | <b>\$126</b>            |
| <b>Total</b>           | <b>5,426,967</b>   | <b>307.3</b> |                                       | <b>304,118</b>   | <b>100.0%</b>         | <b>\$1,800,244</b> |                         |

1. Based on the estimated water usage for LGBPSP, it is allocated approximately 52.7% of the total cost of the water storage facilities.

Source: SLSP; H2O Urban Solutions; EKI Environment and Water

Table A-9  
Sewer System Facilities Cost



LATHROP GATEWAY PHELAN BUILDOUT CFF ESTIMATE 17208  
 Shared Offsite Improvements 9/10/2019  
 ESTIMATE OF PROBABLE CONSTRUCTION COSTS

| ITEM NO.                                          | ITEM DESCRIPTION                          | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|---------------------------------------------------|-------------------------------------------|------|--------------------|-----------------|------------------|
| <b>SEWER FORCE MAIN AND LIFT STATION</b>          |                                           |      |                    |                 |                  |
| 1                                                 | MOBILIZATION AND TRAFFIC CONTROL          | LS   | LUMP SUM           | 100,000.00      | 100,000          |
| 2                                                 | LAND COSTS                                | SF   | 6,000              | 6.00            | 36,000           |
| 3                                                 | CLEARING AND GRUBBING                     | LS   | LUMP SUM           | 7,500.00        | 7,500            |
| 4                                                 | SHEETING, SHORING, AND BRACING            | LS   | LUMP SUM           | 18,000.00       | 18,000           |
| 5                                                 | SAWCUT                                    | LF   | 2,714              | 5.00            | 13,570           |
| 6                                                 | EROSION CONTROL (SWPPP)                   | LS   | LUMP SUM           | 7,500.00        | 7,500            |
| 7                                                 | GRADING                                   | SF   | 9,750              | 2.00            | 19,500           |
| 8                                                 | INSTALL ROADWAY PATCH (12" HMA DEEP LIFT) | LF   | 1,357              | 18.00           | 24,426           |
| 9                                                 | 4" SANITARY SEWER FORCE MAIN (PVC)        | LF   | 2,480              | 60.00           | 148,800          |
| 10                                                | 6" SANITARY SEWER FORCE MAIN (PVC)        | LF   | 2,480              | 80.00           | 198,400          |
| 10                                                | UPSIZING 8" TO 10" (PVC)                  | LF   | 3,905              | 10.00           | 39,050           |
| 11                                                | UPSIZING 8" TO 12" (PVC)                  | LF   | 1,680              | 12.00           | 20,160           |
| 12                                                | UPSIZING 8" TO 15" (PVC)                  | LF   | 685                | 15.00           | 10,275           |
| 13                                                | RAIL CROSSING 30"                         | LF   | 200                | 400.00          | 80,000           |
| 14                                                | SEWER PUMP STATION SITE WORK              | LS   | LUMP SUM           | 100,000.00      | 100,000          |
| 15                                                | LIFT STATION MECHANICAL                   | LS   | LUMP SUM           | 275,000.00      | 275,000          |
| 16                                                | LIFT STATION ELECTRICAL AND LIGHTING      | LS   | LUMP SUM           | 113,000.00      | 113,000          |
| 17                                                | LIFT STATION GENERATOR AND FUEL TANK      | LS   | LUMP SUM           | 150,000.00      | 150,000          |
| 18                                                | LIFT STATION FIBER CONNECTION AND CONDUIT | LF   | 1,600              | 55.00           | 88,000           |
| <b>SEWER FORCE MAIN AND LIFT STATION SUBTOTAL</b> |                                           |      |                    |                 | <b>1,449,181</b> |

Table A-9  
Sewer System Facilities Cost



LATHROP GATEWAY PHELAN BUILDOUT CFF ESTIMATE 17208  
 Shared Offsite Improvements 9/10/2019  
 ESTIMATE OF PROBABLE CONSTRUCTION COSTS

| ITEM NO.                                             | ITEM DESCRIPTION                           | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$)   |
|------------------------------------------------------|--------------------------------------------|------|--------------------|-----------------|--------------------|
| <b>OTHER COSTS</b>                                   |                                            |      |                    |                 |                    |
| 19                                                   | SANITARY SEWER DESIGN AND INSPECTION (15%) | LS   | LUMP SUM           | 217,377.15      | 217,378            |
| 20                                                   | CFF STUDY COST AND EXHIBITS                | LS   | LUMP SUM           | 25,000.00       | 25,000             |
| 21                                                   | CONTINGENCY (20%)                          | LS   | LUMP SUM           | 289,836.20      | 289,837            |
| 22                                                   | SANITARY SEWER PERMITTING (UPRR)           | LS   | LUMP SUM           | 40,000.00       | 40,000             |
| <b>SUBTOTAL</b>                                      |                                            |      |                    |                 | <b>\$572,215</b>   |
| <b>SEWER FORCE MAIN AND LIFT STATION GRAND TOTAL</b> |                                            |      |                    |                 | <b>\$2,021,396</b> |

**Table A-10**  
**Sewer Facilities Cost Allocation<sup>1</sup>**

|                          | Bldg SF          | Net Acres    | Avg Gallons Per Day Per Acre | Total Gallons  | Percent Allocation | Cost Allocation    | Sewer Fee      |
|--------------------------|------------------|--------------|------------------------------|----------------|--------------------|--------------------|----------------|
| <b>Cost: \$2,052,296</b> |                  |              |                              |                |                    |                    |                |
|                          |                  |              |                              |                |                    |                    | <i>Per KSF</i> |
| Shopping Center          | 189,747          | 14.5         | 590                          | 8,567          | 6.7%               | \$137,764          | <b>\$726</b>   |
| Office Park              | 958,168          | 64.3         | 590                          | 37,955         | 29.7%              | \$610,355          | <b>\$637</b>   |
| Industrial Park          | 1,944,257        | 103.8        | 355                          | 36,849         | 28.9%              | \$592,574          | <b>\$305</b>   |
| Warehouse                | 2,334,794        | 124.7        | 355                          | 44,251         | 34.7%              | \$711,603          | <b>\$305</b>   |
| <b>Total</b>             | <b>5,426,967</b> | <b>307.3</b> |                              | <b>127,621</b> | <b>100.0%</b>      | <b>\$2,052,296</b> |                |

1. Total cost of storm drain facilities includes an additional \$30,900 for the construction of an 8" connection to the Lathrop Consolidated Treatment Facility.

Source: Siegfried; EKI Environment & Water; Goodwin Consulting Group

Table A-11  
Storm Drain System Facilities Cost



LATHROP GATEWAY PHELAN BUILDOUT CFF ESTIMATE 17208  
 Shared Offsite Improvements 9/10/2019  
 ESTIMATE OF PROBABLE CONSTRUCTION COSTS

| ITEM NO.                                           | ITEM DESCRIPTION                                                         | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|----------------------------------------------------|--------------------------------------------------------------------------|------|--------------------|-----------------|------------------|
| <b>STORM DRAIN SYSTEM AND DETENTION FACILITIES</b> |                                                                          |      |                    |                 |                  |
| 1                                                  | MOBILIZATION                                                             | LS   | LUMP SUM           | 250,000.00      | 250,000          |
| 2                                                  | LAND COSTS                                                               | SF   | 460,000            | 6.00            | 2,760,000        |
| 3                                                  | CLEARING AND GRUBBING                                                    | LS   | LUMP SUM           | 30,000.00       | 30,000           |
| 4                                                  | GRADING                                                                  | CY   | 72,800             | 12.00           | 873,600          |
| 5                                                  | STORM OUTFALL AND TRASH RACK                                             | EA   | 5                  | 15,000.00       | 75,000           |
| 6                                                  | EROSION CONTROL (SWPPP)                                                  | LS   | LUMP SUM           | 50,000.00       | 50,000           |
| 7                                                  | UPSIZING FROM 24" TO 36" STORM                                           | LF   | 5,005              | 20.00           | 100,100          |
| 8                                                  | UPSIZING FROM 24" TO 42" STORM                                           | LF   | 3,770              | 120.00          | 452,400          |
| 9                                                  | UPSIZING FROM 24" TO 48" STORM                                           | LF   | 8,030              | 160.00          | 1,284,800        |
| 10                                                 | UPSIZING FROM 24" TO 54" STORM                                           | LF   | 1,780              | 200.00          | 356,000          |
| 11                                                 | STORM DRAIN MANHOLE (FOR LINES MORE THAN 24" DIA)                        | EA   | 40                 | 3,000.00        | 120,000          |
| 12                                                 | BASIN 1 - 6" DEEP GRAVEL ROAD PER DETAIL D-18                            | SF   | 40,400             | 4.00            | 161,600          |
| 13                                                 | BASIN 2 - 6" DEEP GRAVEL ROAD PER DETAIL D-18                            | SF   | 14,600             | 4.00            | 58,400           |
| 14                                                 | BASIN 3 - 6" DEEP GRAVEL ROAD PER DETAIL D-18                            | SF   | 12,800             | 4.00            | 51,200           |
| 15                                                 | BASIN 1 - 8' CHAIN LINK FENCE                                            | LF   | 1,600              | 75.00           | 120,000          |
| 16                                                 | BASIN 2 - 8' CHAIN LINK FENCE                                            | LF   | 1,280              | 75.00           | 96,000           |
| 17                                                 | BASIN 3 - 8' CHAIN LINK FENCE                                            | LF   | 1,130              | 75.00           | 84,750           |
| 18                                                 | GATE                                                                     | EA   | 3                  | 5,500.00        | 16,500           |
| 19                                                 | 48" STORM DRAIN FORCE MAIN (INCLUDES ASPHALT PATCH BACK AND RESTORATION) | LF   | 7,900              | 225.00          | 1,777,500        |
| 20                                                 | STORM DRAIN SYSTEM PUMP STATION SITE WORK                                | LS   | LUMP SUM           | 100,000.00      | 100,000          |
| 21                                                 | STORM DRAIN SYSTEM PUMPSTATION MECHANICAL                                | LS   | LUMP SUM           | 275,000.00      | 275,000          |
| 22                                                 | STORM DRAIN SYSTEM PUMP ELECTRICAL AND LIGHTING                          | LS   | LUMP SUM           | 113,000.00      | 113,000          |



Table A-11  
Storm Drain System Facilities Cost



LATHROP GATEWAY PHELAN BUILDOUT CFF ESTIMATE 17208  
 Shared Offsite Improvements 9/10/2019  
 ESTIMATE OF PROBABLE CONSTRUCTION COSTS

| ITEM NO.                                                    | ITEM DESCRIPTION                                     | UNIT | ESTIMATED QUANTITY | UNIT PRICE (\$) | TOTAL PRICE (\$) |
|-------------------------------------------------------------|------------------------------------------------------|------|--------------------|-----------------|------------------|
| 23                                                          | STORM DRAIN SYSTEM PUMP GENERATOR AND FUEL TANK      | LS   | LUMP SUM           | 150,000.00      | 150,000          |
| 24                                                          | STORM DRAIN SYSTEM PUMP FIBER CONNECTION AND CONDUIT | LF   | 1,600              | 55.00           | 88,000           |
| 25                                                          | CONNECT TO STORM DRAIN MAINFOLD OUTFALL              | EA   | 1                  | 25,000.00       | 25,000           |
| <b>STORM DRAIN SYSTEM AND DETENTION FACILITIES SUBTOTAL</b> |                                                      |      |                    |                 | <b>9,468,850</b> |

**OTHER COSTS**

|                             |                                         |    |          |              |                    |
|-----------------------------|-----------------------------------------|----|----------|--------------|--------------------|
| 26                          | STORM DRAIN DESIGN AND INSPECTION (15%) | LS | LUMP SUM | 1,420,327.50 | 1,420,328          |
| 27                          | CFF STUDY COST AND EXHIBITS             | LS | LUMP SUM | 25,000.00    | 25,000             |
| 28                          | CONTINGENCY (20%)                       | LS | LUMP SUM | 1,893,770.00 | 1,893,770          |
| <b>OTHER COSTS SUBTOTAL</b> |                                         |    |          |              | <b>\$3,339,098</b> |

|                                                                |  |  |  |  |                     |
|----------------------------------------------------------------|--|--|--|--|---------------------|
| <b>STORM DRAIN SYSTEM AND DETENTION FACILITIES GRAND TOTAL</b> |  |  |  |  | <b>\$12,807,948</b> |
|----------------------------------------------------------------|--|--|--|--|---------------------|

**Table A-12**  
**Storm Drain Facilities Cost Allocation**

|                           | <b>Bldg SF</b>   | <b>Acres</b> | <b>C-Value</b>         | <b>Total C-Value</b> | <b>Percent Allocation</b> | <b>Cost Allocation</b> | <b>Storm Drainage Fee</b> |
|---------------------------|------------------|--------------|------------------------|----------------------|---------------------------|------------------------|---------------------------|
| <b>Cost: \$12,807,948</b> |                  |              |                        |                      |                           |                        |                           |
| <b><u>Land Use</u></b>    |                  |              | <b><u>Per Acre</u></b> |                      |                           |                        | <b><u>Per KSF</u></b>     |
| Shopping Center           | 189,747          | 14.5         | 0.90                   | 13.1                 | 5.7%                      | \$724,941              | <b>\$3,821</b>            |
| Office Park               | 958,168          | 64.3         | 0.90                   | 57.9                 | 25.1%                     | \$3,211,806            | <b>\$3,352</b>            |
| Industrial Park           | 1,944,257        | 103.8        | 0.70                   | 72.7                 | 31.5%                     | \$4,030,776            | <b>\$2,073</b>            |
| Warehouse                 | 2,334,794        | 124.7        | 0.70                   | 87.3                 | 37.8%                     | \$4,840,426            | <b>\$2,073</b>            |
| <b>Total</b>              | <b>5,426,966</b> | <b>307.3</b> |                        | <b>230.9</b>         | <b>100.0%</b>             | <b>\$12,807,948</b>    |                           |

Source: Siegfried; City of Lathrop; Goodwin Consulting Group

**Table A-13  
Regional Outfall Structure Cost**

| Description                               | Total               |
|-------------------------------------------|---------------------|
| <b>Grading, Dewatering &amp; Cleanup</b>  |                     |
| Labor                                     | \$ 23,875           |
| Equipment                                 | \$ 17,865           |
| Material                                  | \$ 7,650            |
| <b>Piping (6 Wall Spools)</b>             |                     |
| Labor                                     | \$ 10,500           |
| Equipment                                 | \$ 5,625            |
| Material                                  | \$ 35,625           |
| <b>Sheetpile</b>                          |                     |
| Labor                                     | \$ 5,250            |
| Subcontract                               | \$ 914,100          |
| <b>Concrete Headwall</b>                  |                     |
| Labor                                     | \$ 155,250          |
| Equipment                                 | \$ 29,785           |
| Material                                  | \$ 135,653          |
| Subcontract                               | \$ 21,500           |
| <b>Armorflex</b>                          |                     |
| Labor                                     | \$ 17,150           |
| Equipment                                 | \$ 16,160           |
| Material                                  | \$ 71,025           |
| <b>Rip Rap</b>                            |                     |
| Labor                                     | \$ 36,850           |
| Equipment                                 | \$ 17,653           |
| Material                                  | \$ 132,000          |
| <b>Subtotal</b>                           | <b>\$ 1,653,516</b> |
| <b>Changing Orders</b>                    |                     |
| Additional Shoring WA #28                 | \$ 524,319          |
| RD-17 Requirement for Crane Bridge WA #30 | \$ 26,589           |
| <b>Subtotal</b>                           | <b>\$ 550,908</b>   |
| <b>General Conditions 2%</b>              | \$ 44,088           |
| <b>Soft Costs</b>                         | \$ 901,388          |
| <b>City-Related Costs</b>                 | \$ 120,670          |
| <b>Contingency</b>                        | \$ 263,342          |
| <b>Total ROS Construction Cost</b>        | <b>\$ 3,533,913</b> |

Source: Teichert; City of Lathrop

**Table A-14**  
**Regional Outfall Structure Cost Allocation<sup>1</sup>**

|                        | <b>Bldg SF</b>   | <b>Acres</b>       | <b>C-Value</b>         | <b>Total C-Value</b> | <b>C-Value Percent Allocation</b> | <b>Cost Allocation</b> | <b>ROS Fee</b>        |
|------------------------|------------------|--------------------|------------------------|----------------------|-----------------------------------|------------------------|-----------------------|
| <b>Cost:</b>           |                  | <b>\$1,177,971</b> |                        |                      |                                   |                        |                       |
| <b><u>Land Use</u></b> |                  |                    | <b><u>Per Acre</u></b> |                      |                                   |                        | <b><u>Per KSF</u></b> |
| Shopping Center        | 189,747          | 14.5               | 0.90                   | 13.1                 | 5.7%                              | \$66,674               | <b>\$351</b>          |
| Office Park            | 958,168          | 64.3               | 0.90                   | 57.9                 | 25.1%                             | \$295,396              | <b>\$308</b>          |
| Industrial Park        | 1,944,257        | 103.8              | 0.70                   | 72.7                 | 31.5%                             | \$370,718              | <b>\$191</b>          |
| Warehouse              | 2,334,794        | 124.7              | 0.70                   | 87.3                 | 37.8%                             | \$445,183              | <b>\$191</b>          |
| <b>Total</b>           | <b>5,426,966</b> | <b>307.3</b>       |                        | <b>230.9</b>         | <b>100.0%</b>                     | <b>\$1,177,971</b>     |                       |

1. The City estimates that 33% of the cost of the ROS is LGBPSP's fair share.

Source: Teichert; City of Lathrop; Goodwin Consulting Group

## ***APPENDIX B***

### ***Maps of Water Facility Locations and Benefitting Properties***

Exhibit B-1: Water Facilities Map (Water Loop)

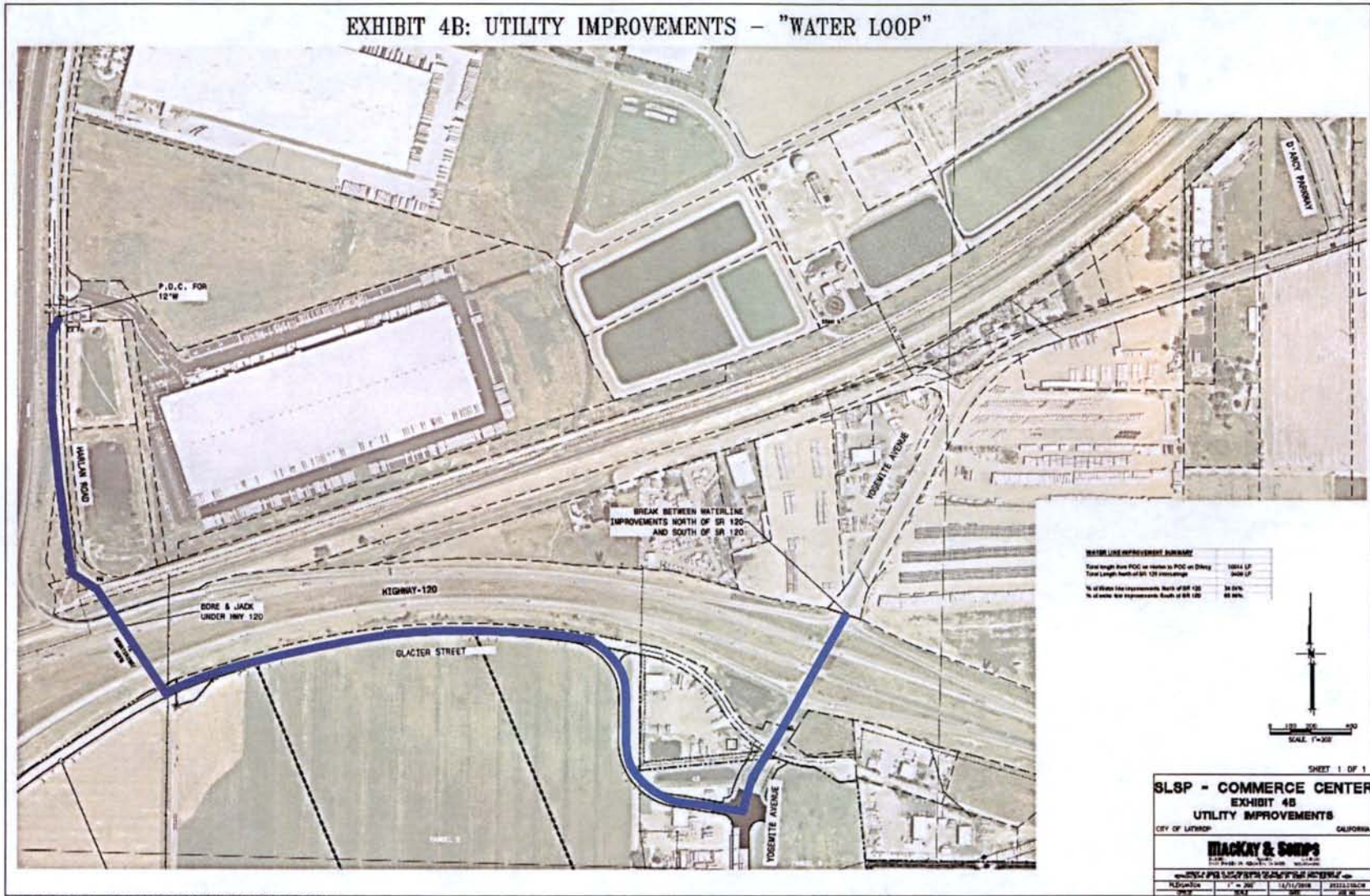
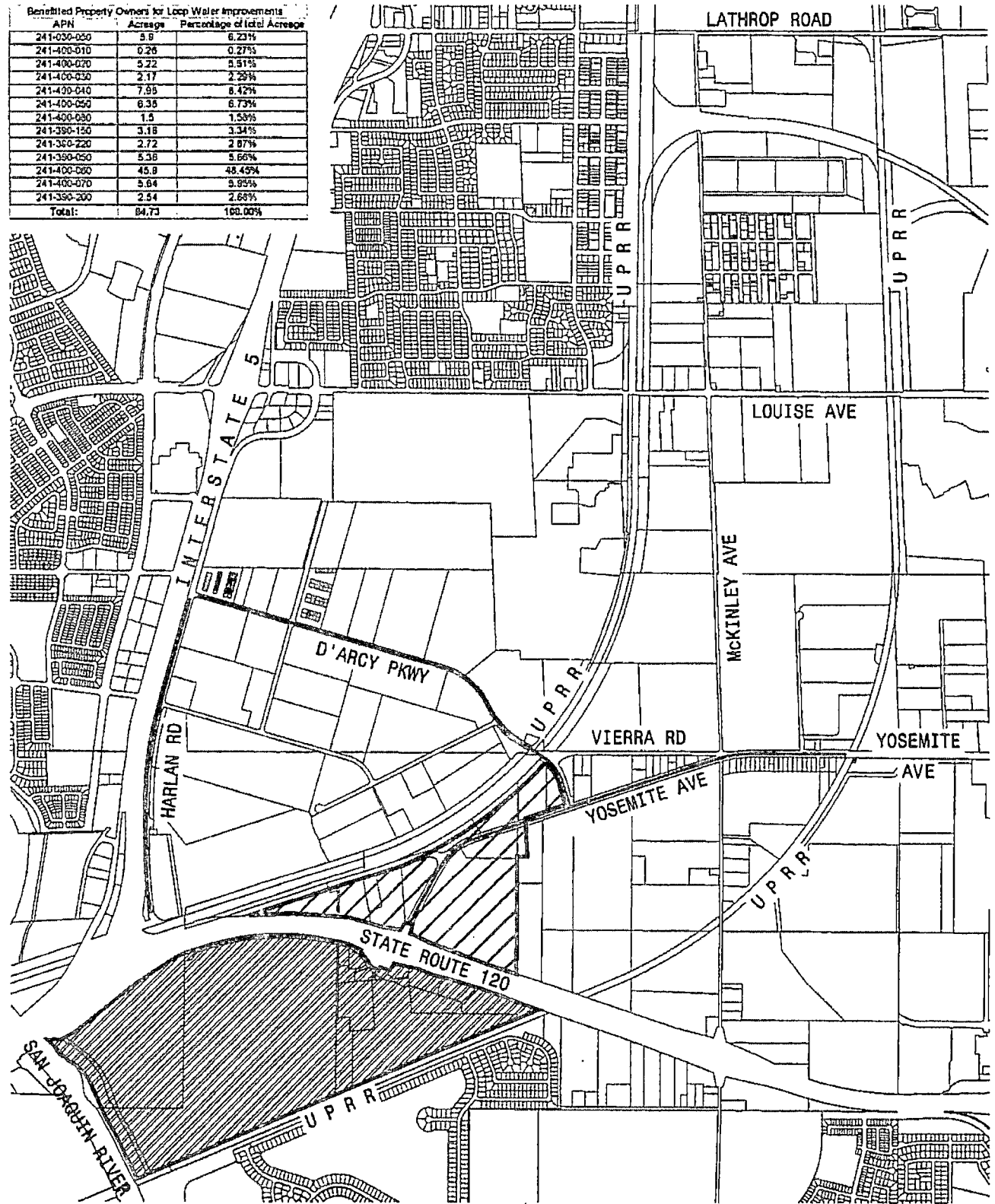




Exhibit B-2 - Water Facilities (Water Loop) Benefitting Properties

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP BENEFITTING PROPERTY OWNERS OUTSIDE SOUTH LATHROP  
 EXHIBIT 6B: BENEFITTED PROPERTY OWNERS - "WATER LOOP"

| Benefitted Property Owners for Loop Water Improvements |              |                             |
|--------------------------------------------------------|--------------|-----------------------------|
| APN                                                    | Acreage      | Percentage of Total Acreage |
| 241-050-050                                            | 5.9          | 6.23%                       |
| 241-400-010                                            | 0.26         | 0.27%                       |
| 241-400-070                                            | 5.22         | 5.51%                       |
| 241-400-030                                            | 2.17         | 2.29%                       |
| 241-430-040                                            | 7.95         | 8.42%                       |
| 241-400-050                                            | 6.35         | 6.73%                       |
| 241-400-090                                            | 1.5          | 1.58%                       |
| 241-350-150                                            | 3.18         | 3.34%                       |
| 241-350-220                                            | 2.72         | 2.87%                       |
| 241-350-050                                            | 5.38         | 5.66%                       |
| 241-400-000                                            | 45.8         | 48.45%                      |
| 241-400-070                                            | 5.64         | 5.95%                       |
| 241-350-200                                            | 2.54         | 2.68%                       |
| <b>Total:</b>                                          | <b>84.73</b> | <b>100.00%</b>              |



-  LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN
-  SOUTH LATHROP SPECIFIC PLAN (INCLUDED IN REIMBURSEMENT AGREEMENT FOR PROPERTIES WITHIN SLSP)



**Mackay & Soms**  
 ENGINEERS      PLANNERS      SURVEYORS  
 JOB NO.: 25223 000      DATE: 12 06 2016

EXHIBIT 4A: UTILITY IMPROVEMENTS - "FRONTAGE"

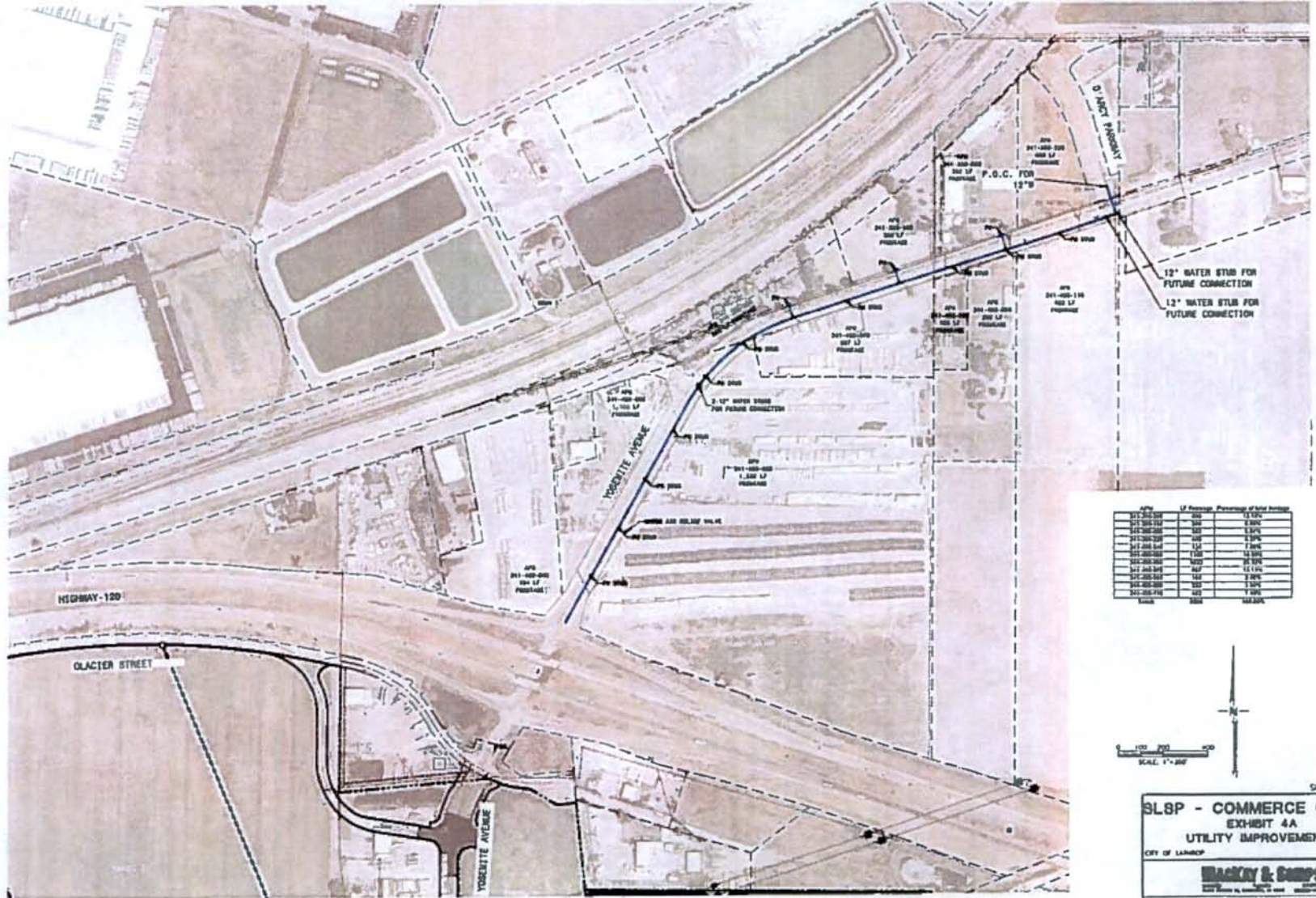
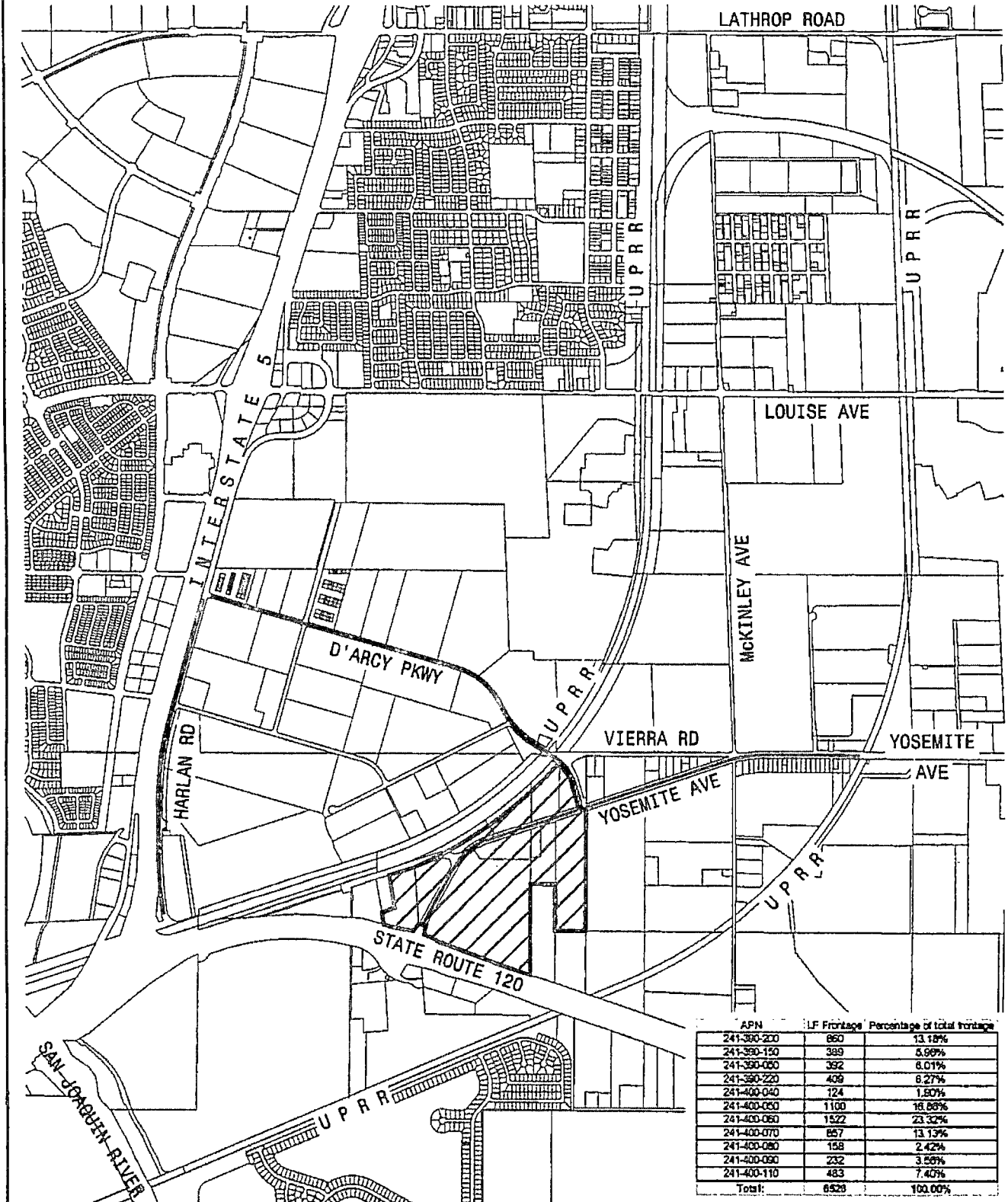




Exhibit B-4 - Water Facilities (Non-Water Loop) Benefitting Properties

REIMBURSEMENT AGREEMENT FOR SOUTH LATHROP BENEFITTING PROPERTY OWNERS OUTSIDE SOUTH LATHROP  
 EXHIBIT 6A: BENEFITTED PROPERTY OWNERS - FRONTAGE



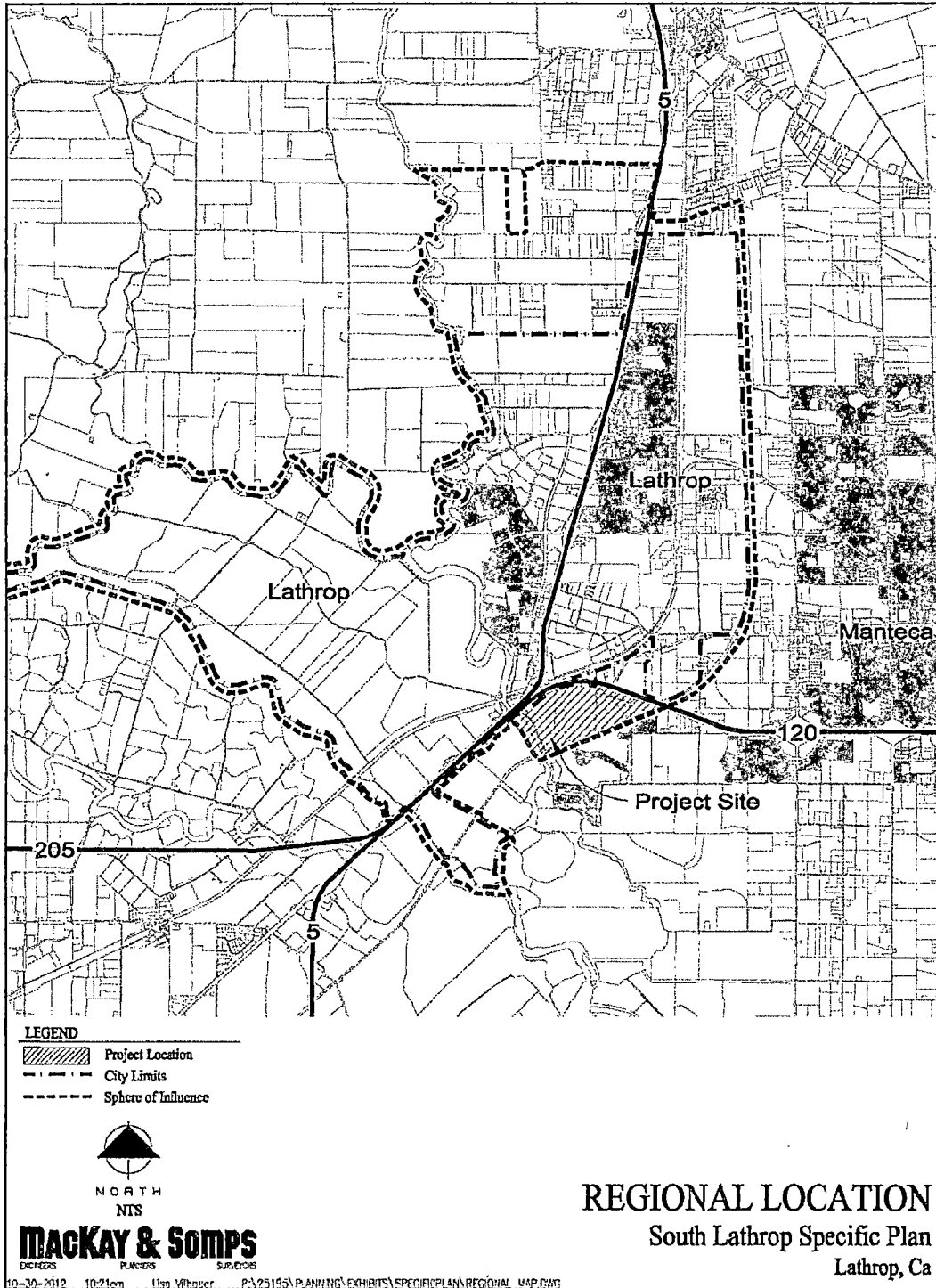
| APN           | LF Frontage | Percentage of total frontage |
|---------------|-------------|------------------------------|
| 241-390-220   | 860         | 13.18%                       |
| 241-390-150   | 389         | 5.96%                        |
| 241-390-050   | 392         | 6.01%                        |
| 241-390-220   | 409         | 6.27%                        |
| 241-400-040   | 124         | 1.90%                        |
| 241-400-050   | 1100        | 16.88%                       |
| 241-400-060   | 1522        | 23.32%                       |
| 241-400-070   | 667         | 10.19%                       |
| 241-400-080   | 158         | 2.42%                        |
| 241-400-090   | 232         | 3.55%                        |
| 241-400-110   | 483         | 7.40%                        |
| <b>Total:</b> | <b>6528</b> | <b>100.00%</b>               |

LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN



**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 JOB NO.: 25223 000 DATE: 12.06.2018

# ATTACHMENT "D" SLSP AREA MAP



**GCG**

GOODWIN CONSULTING GROUP

**CITY OF LATHROP  
2019  
SOUTH LATHROP SPECIFIC PLAN (SLSP)  
CAPITAL FACILITIES FEES STUDY**



**October 3, 2019**

**CITY OF LATHROP  
2019 SOUTH LATHROP SPECIFIC PLAN (SLSP)  
CAPITAL FACILITIES FEES STUDY**

**TABLE OF CONTENTS**

| <u>Section</u>                                                        | <u>Page</u> |
|-----------------------------------------------------------------------|-------------|
| <b>Executive Summary</b> .....                                        | <b>i</b>    |
| <b>1. Introduction</b> .....                                          | <b>1</b>    |
| <b>2. Land Uses</b> .....                                             | <b>4</b>    |
| <b>3. Fee Methodology</b> .....                                       | <b>6</b>    |
| <b>4. Capital Facilities and Costs</b> .....                          | <b>9</b>    |
| <b>5. Transportation Fee</b> .....                                    | <b>10</b>   |
| <b>6. Water Line Fee</b> .....                                        | <b>12</b>   |
| <b>7. Sewer System Fee</b> .....                                      | <b>14</b>   |
| <b>8. Storm Drainage Fee</b> .....                                    | <b>16</b>   |
| <b>9. Regional Outfall Structure Fee</b> .....                        | <b>18</b>   |
| <b>10. Fee Summary</b> .....                                          | <b>20</b>   |
| <b>11. Nexus Findings</b> .....                                       | <b>24</b>   |
| <b>12. Fee Program Administration</b> .....                           | <b>26</b>   |
| <br>                                                                  |             |
| <b><u>Maps</u></b>                                                    |             |
| Exhibit 1 – SLSP Project Site .....                                   | 2           |
| Exhibit 2 – SLSP Land Use .....                                       | 5           |
| <br>                                                                  |             |
| <b><u>Appendix</u></b>                                                |             |
| Appendix A – Capital Facilities and Cost Allocations                  |             |
| Appendix B – Water Line & ROS Improvements and Benefitting Properties |             |

## ***EXECUTIVE SUMMARY***

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The South Lathrop Specific Plan area (the “SLSP”) is a 315 acre development in the southeast portion of the City. The project is located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River. The SLSP consists of mainly employment-generating land uses. Approximately 246 acres are zoned for Light Industrial and Warehouse development and 10 acres are zoned for Commercial Office development. The remaining 59 acres include open space, public and quasi-public land, the San Joaquin River, and roadways. South Lathrop Land, L.L.C. (the “SLCC Developer”) is the primary developer of the SLSP area and owns most of the property (the “SLCC Parcels”) in the SLSP.

The City retained Goodwin Consulting Group to assist it in updating the fee program for the SLSP area through the adoption by the City Council of this 2019 SLSP Capital Facilities Fees Study (“2019 Fee Study”). This 2019 Fee Study is compliant with the requirements set forth in the Mitigation Fee Act, also known as AB 1600, and ensures that a rational nexus exists between the SLSP Fees and the cost or portion of the cost of capital facilities attributable to future development in the SLSP area.

The current SLSP CFF Fee Study (the “2018 Fee Study”) was adopted by the City Council in March of 2018. Not including Lathrop citywide or county fees, the current SLSP fee program includes three fees, namely, the Transportation CFF, the Water Storage CFF, and the Storm Drainage CFF. This 2019 Fee Study updates the existing Transportation and Storm Drainage CFFs and adds three new fees – the Water Line CFF, the Sewer System CFF, and the Regional Outfall Structure (“ROS”) CFF. The existing Water Storage CFF will remain unchanged.

The SLSP was approved on July 20, 2015. The South Lathrop Commerce Center (SLCC) site plan was subsequently modified by the Planning Commission on August 8, 2018 through Site Plan Review No. SPR-18-47 (the “Site Plan”); the parcels within that Site Plan are the SLCC Parcels. Five parcels are not within the Site Plan and are referred to as the Non-SLCC Parcels in this 2019 Fee Study. The 2019 Fee Study includes the additional square footage of development approved for the SLSP, increasing the total to 4,850,000 square feet.

### **FACILITIES AND COSTS INCLUDED IN THE FEE PROGRAM**

Various capital facilities and improvements will be required for the SLSP area. Facilities and cost estimates have been prepared by the City and its consultants and are presented in this Fee Study. Table E-1 summarizes these facilities and their costs. The gross cost of the planned facilities contained in this Fee Study is \$82.5 million. Funding from other sources, totaling

\$52.9 million, reduces the net amount that will be funded with SLSP Fee revenue to approximately \$29.6 million. Table E-1 summarizes the facilities and costs included in the Fee Study.

**Table E-1 – Facilities Costs**

| <b>Facility Type</b>       | <b>Total Estimated Cost</b> | <b>Funding From Other Developments<sup>1</sup></b> | <b>SLSP CFF Program</b> |
|----------------------------|-----------------------------|----------------------------------------------------|-------------------------|
| Transportation             | \$56,686,324                | \$48,848,107                                       | \$7,838,217             |
| Water Line                 | \$4,363,639                 | \$1,729,373                                        | \$2,634,266             |
| Sewer System               | \$4,481,941                 | \$0                                                | \$4,481,941             |
| Storm Drainage             | \$13,421,118                | \$0                                                | \$13,421,118            |
| Regional Outfall Structure | \$3,533,913                 | \$2,355,942                                        | \$1,177,971             |
| <b>Total</b>               | <b>\$82,486,935</b>         | <b>\$52,933,422</b>                                | <b>\$29,553,514</b>     |

1. Other developments may include Lathrop Gateway Specific Plan, McKinley Corridor, Crossroads, and others.

Source: Fehr and Peers; MacKay & Somp; Siegfried; H2O Urban Solutions; Teichert; City of Lathrop

### **TRANSPORTATION FACILITIES**

Transportation facilities for the SLSP include their fair share of construction of interchanges at SR 120 and Yosemite Avenue and at I-5 and Lathrop Road, roadway sections, intersections, railroad crossing improvements, and ramp improvements on Yosemite, Louise, McKinley Avenues, and Airport Way. The total cost of the transportation facilities is \$56.7 million. Based on its traffic model, the City’s traffic consultant, Fehr and Peers, determined that the SLSP share of the total cost is \$7.8 million. The remainder, \$48.8 million, is allocated to the Lathrop Gateway Business Park Specific Plan (LGBPSP) area, McKinley Corridor, Crossroads, and other Lathrop developments.

### **WATER LINE FACILITIES**

Water line facilities referred to as the “Water Loop” include mains crossing underneath SR 120 from the point of connection (“POC”) at Harlan Road to the POC on Glacier Street, continuing on Glacier Street to Yosemite Avenue, and traveling further north on Yosemite Avenue from Glacier Street to the point at the north edge of the SR 120 right-of-way. The total cost of the Water Loop improvements is \$2,620,088. The City’s engineering consultant determined that approximately 66% of this cost, or \$1,728,210, should be allocated to SLSP and 34% should be allocated to LGBPSP.

Other water line facilities within the boundaries of the SLSP that are not a part of the Water Loop (“Non-Water Loop”) were designed to serve the entire specific plan area, and include improvements on Glacier Street, Jefferson Way, and Yosemite Avenue. Improvements include all water lines, pipes, mains, valves, and fire hydrants as well as soft costs and City related costs. Because these facilities benefit SLSP exclusively, the total cost of these improvements, \$906,056, is allocated to SLSP.

#### **SEWER SYSTEM FACILITIES**

Sewer system improvements were designed to serve the entire SLSP area and include collection mains and dual sewer force mains that connect the sewer pump station to the Lathrop Consolidated Treatment Facility, manholes, and clean outs, sewer pump station, including the pumps, dewatering, electronic controls, fencing, City conduit with fiber, lighting, monitoring equipment, security during construction, backup generator, entry gates, landscaping, as well as soft costs and City related costs. The total cost of the sewer system improvements is \$4.5 million. Because these facilities will serve SLSP exclusively, the entire cost is allocated to SLSP.

#### **STORM DRAINAGE FACILITIES**

Storm drainage facilities were designed to serve the entire SLSP area, and include the drainage collection system, including pipelines, manholes, public laterals and storm drain inlets, a detention basin and storm water quality basin, levee toe drain, storm drain pump station and force main, as well as soft costs and City related costs. The total cost of the storm drainage improvements is \$13.4 million and because these facilities will serve SLSP exclusively, the entire cost is allocated to SLSP.

#### **REGIONAL OUTFALL STRUCTURE FACILITIES**

The total cost of the ROS is \$3.5 million. Facilities include grading, dewatering, piping, sheetpiles, a concrete headwall, rip rap, soft costs and City related costs. The City and its engineering consultant have determined that the cost of the ROS should be equally allocated to three development areas in the City that will benefit from this facility – namely SLSP, LGBPSP, and the McKinley Corridor development. SLSP’s 33% share of the total cost is \$1,177,971.

**FEE SUMMARY**

Tables E-2 below and E-3 on the following page summarize the fees calculated in this report. Table E-2 includes the Transportation Fees; these fees will be levied based on building square footage. Table E-3 includes the Water Line, Sewer, Storm Drainage and ROS Fees; these fees will be levied only on the specific parcels identified in Table E-3. A 3.0% City administration fee will be added to these fees to pay for the City administrative duties associated with the fee program.

**Table E-2**  
**Fee Summary**

| <b>Land Use</b>          | <b>Unit</b>     | <b>Transportation<br/>Fee</b> |
|--------------------------|-----------------|-------------------------------|
| <b>Commercial Office</b> | <b>1,000 sf</b> | <b>\$20,277</b>               |
| <b>Light Industrial</b>  | <b>1,000 sf</b> | <b>\$1,323</b>                |
| <b>Warehouse</b>         | <b>1,000 sf</b> | <b>\$1,323</b>                |



**Table E-3**  
**Fee Summary**<sup>1</sup>

| <u>Assessor Parcel #</u> | <u>Water Line Fees</u> | <u>Sewer Fees</u>  | <u>Storm Drainage Fees</u> | <u>ROS Fees</u>    |
|--------------------------|------------------------|--------------------|----------------------------|--------------------|
| 241-030-150-000          | \$276,332              | \$470,151          | \$1,407,862                | \$123,568          |
| 241-030-160-000          | \$525,751              | \$894,513          | \$2,678,609                | \$235,101          |
| 241-030-170-000          | \$545,247              | \$927,684          | \$2,777,937                | \$243,819          |
| 241-030-180-000          | \$473,833              | \$806,180          | \$2,414,095                | \$211,885          |
| 241-030-190-000          | \$161,052              | \$274,015          | \$820,533                  | \$72,018           |
| 241-030-200-000          | \$132,444              | \$225,341          | \$674,781                  | \$59,225           |
| 241-030-210-000          | \$100,022              | \$170,177          | \$509,594                  | \$44,727           |
| 241-030-220-000          | \$73,109               | \$124,388          | \$372,479                  | \$32,692           |
| 241-030-230-000          | \$98,433               | \$167,473          | \$501,497                  | \$44,016           |
| 241-030-310-000          | \$12,715               | \$21,633           | \$64,779                   | \$5,686            |
| 241-030-320-000          | \$1,060                | \$1,803            | \$5,398                    | \$474              |
| 241-030-330-000          | \$52,978               | \$90,136           | \$269,912                  | \$23,690           |
| 241-030-340-000          | \$67,388               | \$114,653          | \$343,328                  | \$30,134           |
| 241-030-350-000          | \$31,787               | \$54,082           | \$161,947                  | \$14,214           |
| 241-030-360-000          | \$31,045               | \$52,820           | \$158,169                  | \$13,882           |
| 241-030-290-000          | \$51,071               | \$86,891           | \$260,195                  | \$22,837           |
|                          | <b>\$2,634,266</b>     | <b>\$4,481,941</b> | <b>\$13,421,118</b>        | <b>\$1,177,971</b> |

1. The SLCC Developer constructed the water, sewer, and storm drainage facilities that are the basis for these fees. The SLCC Parcels will therefore not be subject to these fees but will be provided a credit in the amount of the fees due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to these fees, and once collected, the fees will be provided to the SLCC Developer as reimbursement.

**LATHROP CITYWIDE AND SAN JOAQUIN COUNTYWIDE FEES**

The SLSP Fees calculated in this Fee Study, if adopted by the City Council, will be added to the City’s Capital Facilities Fee (CFF) program; the Transportation Fee and the ROS Fee will replace the existing Transportation and Storm Drainage SLSP CFFs. In addition to the SLSP Fees shown in this Fee Study, the SLSP area will also be subject to other Lathrop citywide impact fees in the CFF program such as the Municipal Service Facilities CFF and the Mossdale Tract Regional Levee Impact Fee.

SLSP will also be subject to San Joaquin County fees, such as the San Joaquin County Regional Transportation Impact Fee (RTIF) and the County Capital Facilities Fee. SLSP shall participate in the City’s agriculture mitigation program and the San Joaquin Multi-Species Habitat

Conservation and Open Space Plan by paying the per-acre fees for the loss of farmland as well as to mitigate for habitat impacts to covered special status species.

#### **WATER AND SEWER CONNECTION FEES – SLCC PARCELS**

With approval of Parcel Map 17-01, per the Development Agreement, the SLCC developer allocated to all SLCC Parcels ground water from Well No. 9 at the rate of 500 gal/day/acre. This volume will allow dry warehouse development. With each building permit, the developer will purchase SSJID surface water (SSJID Buy-in Fee per 2018 SLSP Study) for 2/3 of the total demand for the parcel being developed. With approval of Parcel Map 17-01, per the Development Agreement, the SLCC Developer allocated to all SLCC Parcels wastewater treatment capacity at the Combined Treatment Facility on Christopher Way, plus storage and disposal capacity at the current industrial rate of 355 gal/day/acre. Additional existing sewer fees that will be charged to the SLCC Parcels include the “Recycled Water Outfall” fee for a future river discharge of recycled water. This is an existing fee listed for Mossdale Village.

#### **WATER AND SEWER CONNECTION FEES – NON-SLCC PARCELS**

In addition to the SLSP Fees shown in the 2019 Fee Study, the Non-SLCC Parcels will also be subject to other Lathrop citywide fees in the CFF program for water and sewer connection fees. Water connection fees for the Non-SLCC Parcels will include the “Surface Water Supply Full Cost” fee existing for Mossdale Village. Because no capital cost for surface water has been funded for the Non-SLCC Parcels in the past, the full cost is due. This fee represents two-thirds of the water required to come from surface water. Water connection fees for the Non-SLCC Parcels will also include the “Water System Buy-in” fee charged for the East Lathrop Area, which represents one-third of the water required from ground water, plus the “Water System Well Improvement” fee existing for the Mossdale Village area. This fee covers the cost of arsenic removal in the City wells.

For Non-SLCC Parcels, sewer connection fees will include the cost of wastewater treatment capacity at the Combined Treatment Facility on Christopher Way plus the cost of designing, building, permitting and land acquisition to build storage ponds and disposal sprayfields for recycled water. Treatment capacity may be purchased through the City from developers with excess capacity. Ponds and sprayfields may be constructed by the developer, purchased through the City from a developer with excess capacity, or purchase may be negotiated with the City. Additional existing sewer fees that will be charged to the Non-SLCC Parcels include the “Recycled Water Outfall” fee for a future river discharge of recycled water, and the “Sewer/Recycled Water System” fee to reimburse the cost of constructing recycled water mains west of Interstate 5. Both of these are existing fees for Mossdale Village and are applicable to Non-SLCC Parcels.

Table E-4 on the following pages summarizes the fees calculated in this 2019 Fee Study and other City and County fees applicable to the SLSP area.

**FEE ADJUSTMENTS**

The SLSP Fees may be adjusted in the future years to reflect revised costs or changes in the land use plan. In addition to such adjustments, the SLSP Fees will be inflated each year by the Engineering News Record (ENR) 20-City Construction Cost Index. The last inflation adjustment conducted by the City in January 2019 was based on the December 2018 ENR 20-City Index of 11,185.51. The current ENR 20-City Construction Cost Index for September 2019 is 11,311.24. Future annual inflation adjustments for the facilities costs and fees included in this 2019 Fee Study will be based on this number.

**Table E-4 - Capital Facilities Fee Schedule**

| Fee Component                                                                | Unit         | Service Area               |                                |
|------------------------------------------------------------------------------|--------------|----------------------------|--------------------------------|
|                                                                              |              | South                      | South                          |
|                                                                              |              | Lathrop SP<br>SLCC Parcels | Lathrop SP<br>NON-SLCC Parcels |
| <b>Municipal Service Facilities CFF <sup>1</sup></b>                         |              |                            |                                |
| Service/Retail                                                               | 1,000 sf     | \$2,543                    | \$2,543                        |
| Other Non-Residential                                                        | 1,000 sf     | \$1,539                    | \$1,539                        |
| <b>Surface Water Supply CFF <sup>2</sup></b>                                 |              |                            |                                |
|                                                                              | 5/8" meter   | \$2,635                    | \$4,261                        |
|                                                                              | 1" Fire Svc. | \$2,635                    | \$4,261                        |
|                                                                              | 3/4" meter   | \$3,953                    | \$6,392                        |
|                                                                              | 1" meter     | \$6,588                    | \$10,653                       |
|                                                                              | 1 1/2" meter | \$13,177                   | \$21,305                       |
|                                                                              | 2" meter     | \$21,083                   | \$34,088                       |
|                                                                              | 3" meter     | \$39,531                   | \$63,915                       |
|                                                                              | 4" meter     | \$65,885                   | \$106,525                      |
|                                                                              | 6" meter     | \$131,770                  | \$213,050                      |
|                                                                              | 8" meter     | \$210,832                  | \$340,880                      |
|                                                                              | 10" meter    | \$382,132                  | \$617,845                      |
| <b>Water System - Buy-In CFF <sup>3</sup></b>                                |              |                            |                                |
|                                                                              | 5/8" meter   | -                          | \$1,266                        |
|                                                                              | 1" Fire Svc. | -                          | \$1,266                        |
|                                                                              | 3/4" meter   | -                          | \$1,900                        |
|                                                                              | 1" meter     | -                          | \$3,167                        |
|                                                                              | 1 1/2" meter | -                          | \$6,332                        |
|                                                                              | 2" meter     | -                          | \$10,131                       |
|                                                                              | 3" meter     | -                          | \$18,998                       |
|                                                                              | 4" meter     | -                          | \$31,662                       |
|                                                                              | 6" meter     | -                          | \$63,324                       |
|                                                                              | 8" meter     | -                          | \$101,318                      |
|                                                                              | 10" meter    | -                          | \$183,639                      |
| <b>Water System - West/Central Lathrop Well Improvement CFF <sup>4</sup></b> |              |                            |                                |
|                                                                              | 5/8" meter   | -                          | \$778                          |
|                                                                              | 1" Fire Svc. | -                          | \$778                          |
|                                                                              | 3/4" meter   | -                          | \$1,167                        |
|                                                                              | 1" meter     | -                          | \$1,946                        |
|                                                                              | 1 1/2" meter | -                          | \$3,890                        |
|                                                                              | 2" meter     | -                          | \$6,224                        |
|                                                                              | 3" meter     | -                          | \$11,671                       |
|                                                                              | 4" meter     | -                          | \$19,453                       |
|                                                                              | 6" meter     | -                          | \$38,905                       |
|                                                                              | 8" meter     | -                          | \$62,249                       |
|                                                                              | 10" meter    | -                          | \$112,826                      |

**Table E-4 - Capital Facilities Fee Schedule (Continued)**

| Fee                                                              | Component          | Unit         | Service Area |                  |
|------------------------------------------------------------------|--------------------|--------------|--------------|------------------|
|                                                                  |                    |              | South        | South            |
|                                                                  |                    |              | Lathrop SP   | Lathrop SP       |
|                                                                  |                    |              | SLCC Parcels | NON-SLCC Parcels |
| <b>Water System - Water Storage CFF</b>                          |                    |              |              |                  |
|                                                                  | Office Commercial  | 1,000 sf     | \$989        | \$989            |
|                                                                  | Limited Industrial | 1,000 sf     | \$468        | \$468            |
|                                                                  | Warehouse          | 1,000 sf     | \$134        | \$134            |
| <b>Water Line CFF <sup>5</sup></b>                               |                    |              |              |                  |
|                                                                  | Office Commercial  | Gross Acres  | -            | \$10,596         |
|                                                                  | Limited Industrial | Gross Acres  | -            | \$10,596         |
|                                                                  | Warehouse          | Gross Acres  | -            | \$10,596         |
| <b>Sewer/Recycled Water System CFF <sup>6</sup></b>              |                    |              |              |                  |
|                                                                  |                    | 5/8" meter   | -            | \$1,114          |
|                                                                  |                    | 1" Fire Svc. | -            | \$1,114          |
|                                                                  |                    | 3/4" meter   | -            | \$1,670          |
|                                                                  |                    | 1" meter     | -            | \$2,784          |
|                                                                  |                    | 1 1/2" meter | -            | \$5,566          |
|                                                                  |                    | 2" meter     | -            | \$8,906          |
|                                                                  |                    | 3" meter     | -            | \$16,699         |
|                                                                  |                    | 4" meter     | -            | \$27,831         |
|                                                                  |                    | 6" meter     | -            | \$55,662         |
|                                                                  |                    | 8" meter     | -            | \$89,058         |
|                                                                  |                    | 10" meter    | -            | \$161,419        |
| <b>Sewer Collection System CFF <sup>7</sup></b>                  |                    |              |              |                  |
|                                                                  | Office Commercial  | Gross Acres  | -            | \$18,027         |
|                                                                  | Limited Industrial | Gross Acres  | -            | \$18,027         |
|                                                                  | Warehouse          | Gross Acres  | -            | \$18,027         |
| <b>Sewer Treatment, Storage, and Collection CFF <sup>8</sup></b> |                    |              |              | TBD              |
| <b>Recycled Water Outfall CFF <sup>9</sup></b>                   |                    |              |              |                  |
|                                                                  |                    | 5/8" meter   | \$47         | \$47             |
|                                                                  |                    | 1" Fire Svc. | \$47         | \$47             |
|                                                                  |                    | 3/4" meter   | \$71         | \$71             |
|                                                                  |                    | 1" meter     | \$118        | \$118            |
|                                                                  |                    | 1 1/2" meter | \$234        | \$234            |
|                                                                  |                    | 2" meter     | \$374        | \$374            |
|                                                                  |                    | 3" meter     | \$702        | \$702            |
|                                                                  |                    | 4" meter     | \$1,171      | \$1,171          |
|                                                                  |                    | 6" meter     | \$2,341      | \$2,341          |
|                                                                  |                    | 8" meter     | \$3,745      | \$3,745          |
|                                                                  |                    | 10" meter    | \$6,788      | \$6,788          |

**Table E-4 - Capital Facilities Fee Schedule (Continued)**

| Fee Component                                                         | Unit        | Service Area               |                                |
|-----------------------------------------------------------------------|-------------|----------------------------|--------------------------------|
|                                                                       |             | South                      | South                          |
|                                                                       |             | Lathrop SP<br>SLCC Parcels | Lathrop SP<br>NON-SLCC Parcels |
| <b>Storm Drainage CFF <sup>10</sup></b>                               |             |                            |                                |
| Office Commercial                                                     | Gross Acres | -                          | \$53,982                       |
| Limited Industrial                                                    | Gross Acres | -                          | \$53,982                       |
| Warehouse                                                             | Gross Acres | -                          | \$53,982                       |
| <b>Regional Storm Drain-Outfall Structure (ROS) CFF <sup>11</sup></b> |             |                            |                                |
| Office Commercial                                                     | Gross Acres | -                          | \$4,738                        |
| Limited Industrial                                                    | Gross Acres | -                          | \$4,738                        |
| Warehouse                                                             | Gross Acres | -                          | \$4,738                        |
| <b>Local Transportation CFF</b>                                       |             |                            |                                |
| Office Commercial                                                     | 1,000 sf    | \$20,277                   | \$20,277                       |
| Limited Industrial                                                    | 1,000 sf    | \$1,323                    | \$1,323                        |
| Warehouse                                                             | 1,000 sf    | \$1,323                    | \$1,323                        |
| <b>San Joaquin County RTIF CFF</b>                                    |             |                            |                                |
| Office Commercial                                                     | 1,000 sf    | \$1,760                    | \$1,760                        |
| Retail Commercial                                                     | 1,000 sf    | \$1,400                    | \$1,400                        |
| Industrial                                                            | 1,000 sf    | \$1,060                    | \$1,060                        |
| Warehouse                                                             | 1,000 sf    | \$440                      | \$440                          |
| <b>County Facilities CFF</b>                                          |             |                            |                                |
| Service/Office Commercial                                             | 1,000 sf    | \$640                      | \$640                          |
| Retail Commercial                                                     | 1,000 sf    | \$430                      | \$430                          |
| Industrial                                                            | 1,000 sf    | \$110                      | \$110                          |
| Warehouse                                                             | 1,000 sf    | \$110                      | \$110                          |
| <b>AG Mitigation CFF</b>                                              |             |                            |                                |
|                                                                       | Acre        | \$2,895                    | \$2,895                        |
| <b>Mossdale Tract Regional Levee Impact Fee <sup>12</sup></b>         |             |                            |                                |
| Single Family Residential                                             | Acre        | \$18,148                   | \$18,148                       |
| Multi-Family Residential                                              | Acre        | \$16,525                   | \$16,525                       |
| Commercial                                                            | Acre        | \$17,187                   | \$17,187                       |
| Industrial                                                            | Acre        | \$14,300                   | \$14,300                       |
| <b>Levee Impact Admin Fee</b>                                         |             |                            |                                |
| Single Family Residential                                             | Acre        | \$544                      | \$544                          |
| Multi-Family Residential                                              | Acre        | \$496                      | \$496                          |
| Commercial                                                            | Acre        | \$516                      | \$516                          |
| Industrial                                                            | Acre        | \$429                      | \$429                          |

**Table E-4 - Capital Facilities Fee Schedule (Continued)**

| <b>Footnotes</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                | Includes police, animal control, city hall, corporation yard, performing arts center, and wireless network facilities. Applies to the entire City. Wireless network costs are excluded from the Mossdale Landings                                                                                                                                                                                                                                                                                                                     |
| 2                | Surface Water Supply CFF for infill areas (East Lathrop) assumes customers will also pay SCSWSP facilities charge in monthly water bills. This was allowed for SLCC Parcels due to a development agreement. Surface Water Supply CFF for Non-SLCC Parcels reflects the full cost of the surface water supply project.                                                                                                                                                                                                                 |
| 3                | The Water System CFF for Non-SLCC Parcels is a buy-in fee reflecting the value of existing water system assets. SLCC Parcels are allocated water from Well No. 9 so are not charged a Water System Buy-in CFF.                                                                                                                                                                                                                                                                                                                        |
| 4                | The Water System Well Improvement CFF, which Non-SLCC Parcels will pay, is for well improvements and reflects the cost of future arsenic treatment and a share of standby well capacity.                                                                                                                                                                                                                                                                                                                                              |
| 5                | Water Line CFF for SLSP parcels is based on the gross acres of specific parcels in SLSP; the fee per parcel will vary depending on the gross acres of the original parcels, as identified in the Fee Study. SLCC Parcels will receive a fee credit and Non-SLCC Parcels will pay this fee.                                                                                                                                                                                                                                            |
| 6                | SLCC Parcels are allocated the disposal in the percolation pond adjacent to CTF so they do not use and are not charged for the Sewer/Recycled Water System CFF.                                                                                                                                                                                                                                                                                                                                                                       |
| 7                | Sewer Collection System CFF for SLSP is based on the gross acres of specific parcels in SLSP; the fee per parcel will vary depending on the gross acres of the original parcels, as identified in this Fee Study. SLCC Parcels will receive a fee credit and Non-SLCC Parcels will pay this fee.                                                                                                                                                                                                                                      |
| 8                | Sewer connection fees will include the cost of wastewater treatment capacity at the Combined Treatment Facility on Christopher Way plus the cost of designing, building, permitting and land to build storage ponds and disposal sprayfields for recycled water. Treatment capacity may be purchased through the City from developers with excess capacity. Ponds and sprayfields may be constructed by the developer, purchased through the City from a developer with excess capacity, or purchase may be negotiated with the City. |
| 9                | Recycled Water Outfall CFF will be applied to SLSP and is based on the estimated cost of a recycled water outfall to San Joaquin River.                                                                                                                                                                                                                                                                                                                                                                                               |
| 10               | Storm Drainage CFF for SLSP is based on the gross acres of specific parcels in SLSP; the fee per parcel will vary depending on the gross acres of the original parcels, as identified in this Fee Study. SLCC Parcels will receive a fee credit and Non-SLCC Parcels will pay this fee.                                                                                                                                                                                                                                               |
| 11               | The ROS CFF for SLSP parcels is based on the gross acres of specific parcels in SLSP; the fee per parcel will vary depending on the gross acres of the original parcels, as identified in this Fee Study. SLCC Parcels will receive a fee credit and Non-SLCC Parcels will pay this fee.                                                                                                                                                                                                                                              |
| 12               | The Mossdale Tract Regional Levee Impact Fee became effective on 01/8/19.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                  | Source: City of Lathrop; Goodwin Consulting Group                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

## ***1. INTRODUCTION***

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### **BACKGROUND**

The South Lathrop Specific Plan area is a 315 acre development in the southeast portion of the City. Specifically, the project is located south of State Route 120, north and west of the Union Pacific Railroad, and east of the San Joaquin River. Exhibit 1 on the following page identifies the location of the project within the City. The SLSP consists of mainly employment-generating land uses. Approximately 246.4 acres are zoned for Light Industrial and Warehouse development and 10 acres are zoned Commercial Office. The remaining 59 acres includes open space, public and quasi-public lands, the San Joaquin River, and roadways.

### **FEEES INCLUDED IN 2019 SLSP CAPITAL FACILITIES FEE STUDY**

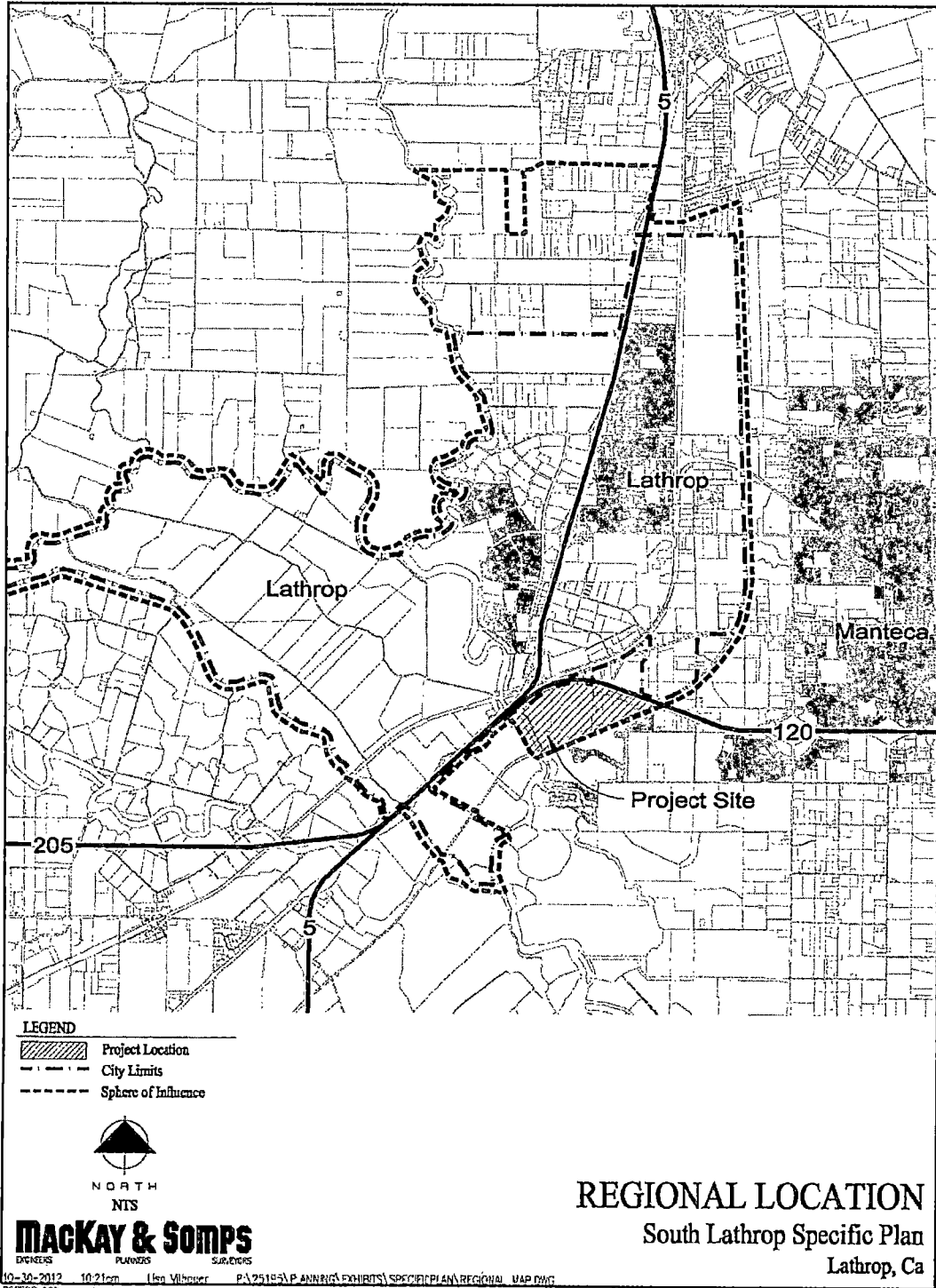
The current SLSP CFF Fee Study was adopted by the City Council in March of 2018. Not including Lathrop citywide or county fees, the current SLSP fee program includes three fees, namely, the Transportation CFF, the Water Storage CFF, and the Storm Drainage (Outfall) CFF. This 2019 Fee Study updates the existing Transportation and Storm Drainage (Outfall) CFFs and adds three new fees – the Water Line CFF, the Sewer System CFF, and the Storm Drainage CFF (Storm Drainage System). The existing 2018 SLSP Water Storage CFF will remain, unchanged. This 2019 Fee Study includes the following fee categories:

- Transportation Fee (updated fee)
- Water Line Fee (new fee)
- Sewer System Fee (new fee)
- Storm Drainage Fee (new fee)
- Regional Outfall Structure Fee (updated fee)
- City Administration Fee (3.0% of other fee rates)

These fees will be referred to in this 2019 Fee Study as the “2019 SLSP Fees”. In addition to the 2019 SLSP Fees listed above, the SLSP development will also be subject to certain Lathrop citywide CFF fees and San Joaquin County countywide fees.



**Exhibit 1 – SLSP Project Site**



## **MITIGATION FEE ACT (AB 1600)**

The Mitigation Fee Act, commonly known as Assembly Bill (AB) 1600, was enacted by the State of California in 1987 and created Section 66000 et. seq. of the Government Code. AB 1600 requires that all public agencies satisfy the following requirements when establishing, increasing, or imposing a fee as a condition of approval for a development project:

1. Identify the purpose of the fee
2. Identify the use to which the fee will be put
3. Determine how there is a reasonable relationship between:
  - A. The fee's use and the type of development project on which the fee is imposed
  - B. The need for the public facility and the type of development project on which the fee is imposed
  - C. The amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed

The purpose of this Fee Study is to demonstrate that the fees calculated herein comply with the Mitigation Fee Act. The assumptions, methodologies, facility standards, costs, and cost allocation factors that were used to establish the nexus between the fees and the development on which the fees will be levied are summarized in subsequent chapters of this report.

## **ORGANIZATION OF REPORT**

The remainder of this report has been organized into the following chapters:

|                |                                                                                                                                            |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Chapter 2      | Identifies the land uses, acres, and square footage assumptions included in the Fee Study                                                  |
| Chapter 3      | Provides an explanation of the fee methodology used to calculate the fees in the this Fee Study                                            |
| Chapter 4      | Summarizes the capital facilities and costs in the fee program                                                                             |
| Chapters 5 - 9 | Provides the details of the fee calculations for transportation, water lines, sewer system, storm drainage, and regional outfall structure |
| Chapter 10     | Provides a summary of the SLSP Fees calculated in this Fee Study                                                                           |
| Chapter 11     | Discusses the nexus findings for the SLSP Fees                                                                                             |
| Chapter 12     | Addresses implementation of the fee program, future fee adjustments, and administrative duties required by the fee law                     |

## 2. LAND USES

The SLSP area includes approximately 315 acres. The majority of the acreage, about 244.1 acres, is planned for Limited Industrial land uses. This land use category will allow for a large range of development types, including warehouse/distribution, light industrial, manufacturing, office, retail sales and services, R&D, recreation vehicle sales, and equipment and machinery sales and repair services, to name just a few. The Limited Industrial zoning category allows for floor area ratios (FAR) ranging from 0.15 to 0.65. The maximum estimated building square footage for the Limited Industrial land in the SLCC portion of SLSP is 4,775,000. However, Site Plan Review No. SPR-18-47 allows Clean Light Industrial uses within the Commercial Office land use area, increasing the potential industrial uses to a maximum of 4,850,000 sf.

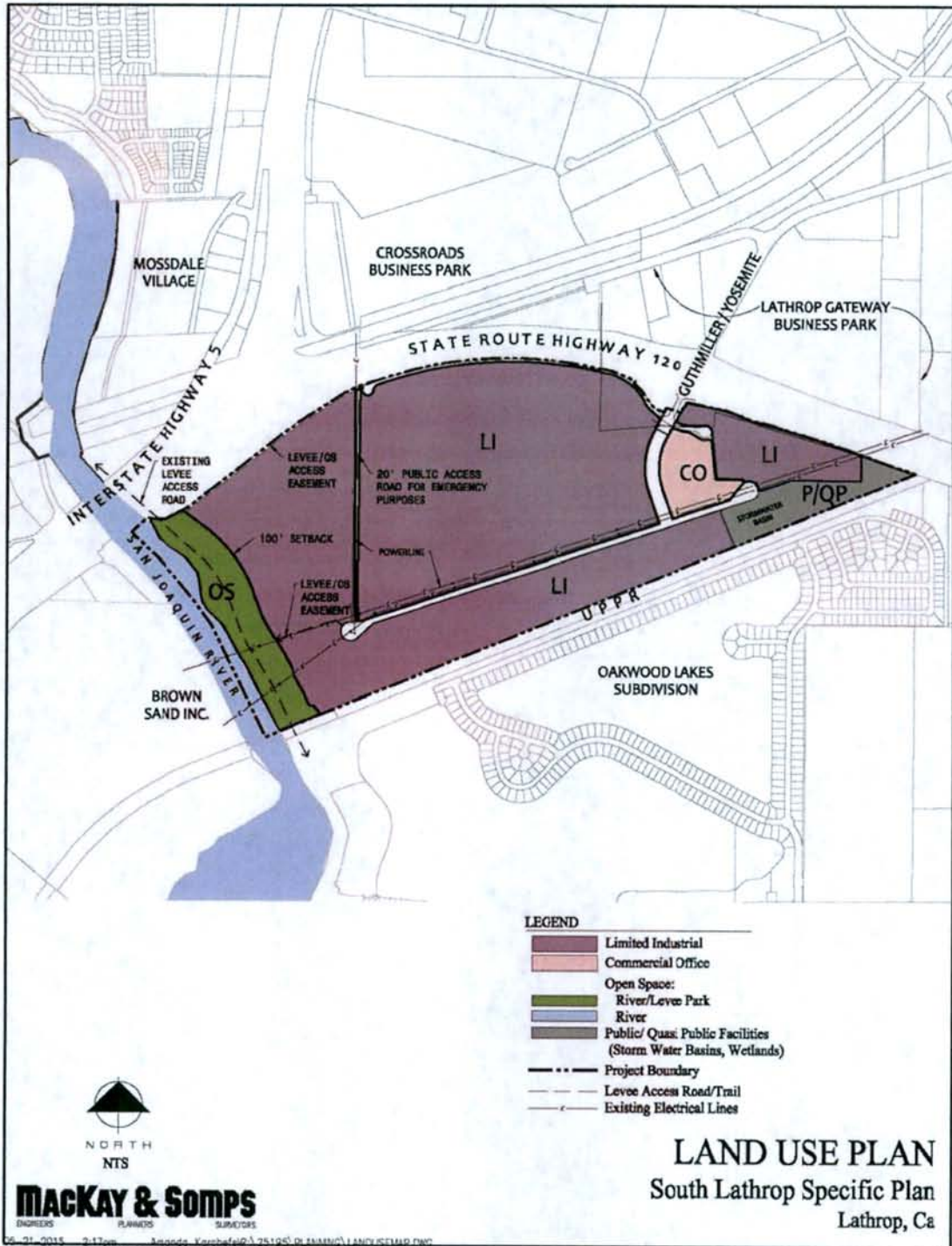
The SLCC also includes 4.5 acres of Commercial Office property situated close to the SR 120 corridor and will provide for local and regional serving office and commercial uses, including financial institutions, administrative support centers, restaurants, hotel/motels, or Clean Light Industrial uses. Although the 0.30 FAR could allow for 130,000 square feet, the EIR anticipated that a more likely size would be 75,000 square feet of building space, and so that is the building space used in this Fee Study.

The Open Space land use designation includes about 31.5 acres of San Joaquin River frontage that extends to the centerline of the river. This area includes trails that will connect to the City's trail system. The Public/Quasi-Public Facilities land use consists of 11.6 acres of land that is planned for storm water and recycled water basins. Lastly, 23.3 acres are set aside for existing and future roads. Table 2-1 summarizes the land uses, acres, and building square feet and Exhibit 2 on the following pages identifies the land uses in the SLSP area.

**Table 2-1 – Land Use Summary**

| <u>Land Use</u>                 | <u>Average</u> |                     |                  |
|---------------------------------|----------------|---------------------|------------------|
|                                 | <u>FAR</u>     | <u>Acres</u>        | <u>Sq. Ft.</u>   |
| Commercial Office               | 0.38           | 4.5                 | 75,000           |
| Light Industrial                | 0.39           | 66.1                | 1,120,000        |
| Warehouse                       | 0.47           | 177.9               | 3,655,000        |
| <b>Subtotal<sup>1</sup></b>     |                | <b>248.6</b>        | <b>4,850,000</b> |
| <b><u>Open Space</u></b>        |                | <b><u>Acres</u></b> |                  |
| River/Levee Park                |                | 21.0                |                  |
| River                           |                | 10.5                |                  |
| Public/Quasi Public             |                | 11.6                |                  |
| Existing and Future Major Roads |                | 23.3                |                  |
| <b>Subtotal</b>                 |                | <b>66.4</b>         |                  |
| <b>Total</b>                    |                | <b>315.0</b>        |                  |

**Exhibit 2 – SLSP Land Uses**



### 3. *FEE METHODOLOGY*

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When impact fees are calculated, an analysis must be presented in enough detail to demonstrate that a logical and thorough consideration was applied in the process of determining how the fees relate to the impacts from new development. Various findings pursuant to the impact fee statute must be made to ensure that a reasonable relationship exists between the fee amount and the impact caused by development on which the fee will be levied. Following is a discussion of the method used in this 2019 Fee Study to allocate facilities costs to development and determine the fees in the fee program.

#### **FEE METHODOLOGY**

The plan-based fee methodology is used in this 2019 Fee Study. This methodology is used for facilities that must be designed based on future demand projections within a geographic location. Typically, a formal plan such as a specific plan, facilities needs assessment, or master plan identifies and supports the level of facilities required to serve the plan area. This plan would typically consider the existing facilities already in place and determine what additional facilities would be necessary to accommodate new development. For example, the need for transportation-related improvements depends specifically on the projected number of trips that must be accommodated on specific roadways. An analysis of existing facilities, geographic constraints, and current levels of service must be completed in order to identify the future facility needs. This information is analyzed in conjunction with a projection of the amount and location of future development in the plan area to determine the adequacy of existing facilities and the demand for new improvements that will be required. Depending on the level of existing facilities, the plan-based fee methodology may allocate planned facilities costs to either future development only or to future and existing development. The steps to calculate a fee under the plan-based fee methodology include the following:

- Step 1* Identify existing facilities and estimate future demand for facilities at build out of the plan area
- Step 2* Determine facilities needed to serve anticipated growth in the plan area
- Step 3* Estimate the gross cost of facilities needed to serve the future development in the plan area

- Step 4** Subtract the gross cost of any facilities included in the facilities plan that will cure an existing deficiency in service or will serve other development areas
- Step 5** Subtract revenues available from alternative funding sources, if any, to identify a net facilities cost that will be allocated to future development.
- Step 6** Select cost allocation factors (e.g., trips generated, gallons per day, C-values, acres) that will be used to allocate facility costs on a proportional impact basis; apply cost allocation factors to each of the land use categories based on their relative service demand or impact on each type of facility
- Step 7** Estimate the total impact from future development by multiplying the total number of units/acres/square feet for each respective land use by its cost allocation factor. Sum the total cost allocation factors for each land use category
- Step 8** Determine the percentage distribution of the cost allocation factors for each land use category by dividing the total of the cost allocation factors for each land use category by the total of all cost allocation factors for all land use categories
- Step 9** Multiply the percent distribution for each land use category, as determined in Step 8, by the total facilities cost to determine the portion of the facility cost that is allocated to each land use category
- Step 10** Divide the facilities cost that is allocated to each land use category, as determined in Step 9, by the number of units, in the case of SLSP Fees, per 1,000 square feet of building space, to determine the facilities fees

## **COST ALLOCATION FACTORS**

Cost allocation factors are used to allocate facilities costs to different land uses based on each land use's specific impact on that facility. These factors establish the nexus in the Fee Mitigation Act that requires that the amount of the fee and the cost of the public facility attributable to the development on which the fee is imposed is reasonably related. Cost allocation factors, if chosen correctly, will produce fees that represent a reasonable relationship and are relatively proportionate to the impact created by different land uses on a facility type.

For example, trip generation rates are typically used as cost allocation factors for transportation facilities because they accurately measure the impact of different types of development on a transportation system. A fast food restaurant, for example, attracts many customers throughout a normal day. On the other hand, a laundry mat will attract much fewer customers in a day than a fast food restaurant. Therefore the trip generation rate of a fast food restaurant is much higher than a laundry mat’s trip generation rate. As a result, the fast food restaurant’s transportation fee will be much higher than the laundry mat’s fee. Table 3-1 below shows the cost allocation factors used in this 2019 Fee Study to allocate costs and calculate the 2019 SLSP Fees.

**Table 3-1 – Cost Allocation Factors**

| <b>Land Use</b>   | <b>Transportation<br/>(per KSF)</b>  | <b>Water<br/>Line</b> | <b>Sewer</b> | <b>Storm<br/>Drainage</b> | <b>Regional<br/>Outfall<br/>Structure</b> |
|-------------------|--------------------------------------|-----------------------|--------------|---------------------------|-------------------------------------------|
|                   | <i>Adjusted<br/>PM Peak Hr Trips</i> |                       |              |                           |                                           |
| Commercial Office | 2.46                                 | Acre                  | Acre         | Acre                      | Acre                                      |
| Light Industrial  | 0.17                                 | Acre                  | Acre         | Acre                      | Acre                                      |
| Warehouse         | 0.17                                 | Acre                  | Acre         | Acre                      | Acre                                      |

Source: Fehr and Peers; City of Lathrop; Goodwin Consulting Group

**REIMBURSEMENT AGREEMENTS**

In March 2019, the SLCC Developer entered into several reimbursement agreements (the “Agreements”) with the City of Lathrop to construct backbone infrastructure facilities. The infrastructure in the Agreements includes the water lines, sewer system, storm drainage, and the ROS facilities that are included in this 2019 Fee Study. Because the facilities will be oversized, the Developer will receive credits for its fair share of the facilities costs and a reimbursement for any oversizing of the facilities. The City has consented in the Agreements to reimburse the SLCC Developer for facility oversizing with fees collected from other developers in SLSP (i.e., Non-SLCC Parcels). A provision in the Agreements requires the costs of the water line, sewer system, ROS, and storm drainage facilities to be allocated to benefiting properties based on gross acres. The City’s engineering consultant has identified in the Agreements those properties that benefit from the facilities and this 2019 Fee Study utilizes that information to calculate the water line, sewer system, ROS, and storm drainage fees.

#### 4. CAPITAL FACILITIES AND COSTS

Table 4-1 below summarizes the facilities costs for transportation, water line, sewer system, storm drainage, and ROS planned for SLSP. The total cost of these facilities is \$82.5 million, with transportation facilities being the largest cost component at \$56.7 million. SLSP, McKinley Corridor, Crossroads, and other local developments will provide the majority of the funding for the transportation improvements, leaving SLSP with a \$7.8 million share. For water line facilities costs, LGBPSP will contribute \$1.7 million, leaving SLSP with its fair share obligation of \$2.6 million. The planned sewer system, \$4.5 million, and storm drainage facilities, \$13.4 million, will primarily serve the SLSP area and therefore there will be no contributions from other developments. For the ROS facility, SLSP will contribute \$1.2 million and LGBPSP and others will contribute \$2.4 million. The total funding contribution from the SLSP Fee program will be \$29.5 million.

**Table 4-1 – Facilities Costs**

| <b>Facility Type</b>       | <b>Total Estimated Cost</b> | <b>Funding From Other Developments<sup>1</sup></b> | <b>SLSP CFF Program</b> |
|----------------------------|-----------------------------|----------------------------------------------------|-------------------------|
| Transportation             | \$56,686,324                | \$48,848,107                                       | \$7,838,217             |
| Water Line                 | \$4,363,639                 | \$1,729,373                                        | \$2,634,266             |
| Sewer System               | \$4,481,941                 | \$0                                                | \$4,481,941             |
| Storm Drainage             | \$13,421,118                | \$0                                                | \$13,421,118            |
| Regional Outfall Structure | \$3,533,913                 | \$2,355,942                                        | \$1,177,971             |
| <b>Total</b>               | <b>\$82,486,935</b>         | <b>\$52,933,422</b>                                | <b>\$29,553,514</b>     |

1. Other developments may include Lathrop Gateway Specific Plan, McKinley Corridor, Crossroads, and others.

Source: Fehr and Peers; MacKay & Soms; Siegfried; H2O Urban Solutions; Teichert; City of Lathrop



## **5. TRANSPORTATION FEE**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the transportation facilities in the SLSP area.

### **FACILITIES AND COSTS**

Transportation facilities for SLSP include construction of interchanges at SR 120 and Yosemite Avenue and at I-5 and Lathrop Road, roadway sections, intersections, railroad crossing improvements, and ramp improvements on Yosemite, Louise, McKinley Avenues, and Airport Way. The total cost of the facilities is \$56.7 million. Based on its traffic model, the City's traffic consultant, Fehr and Peers, determined that SLSP's share of the total cost is \$7.8 million.

The remainder, \$48.8 million, is allocated to LGBPSP, McKinley Corridor, Crossroads, and other Lathrop developments. Table A-1 in Appendix A of this report identifies the detailed transportation facilities costs as well as the allocation of the costs to SLSP and other developments in the general area surrounding SLSP.

For SLSP a large percentage, about 94%, of its \$7.8 million allocated cost will be to fund the SR 120/ Yosemite interchange improvements. Improvements number 18, 19 and 20 on Table A-1 were measured by the cost to mitigate the noted locations in Manteca. Per an agreement between Lathrop and Manteca, Lathrop will not provide these funds to Manteca. Instead, they will be spent on improvements at the SR 120/Yosemite Interchange. Also, all funds collected for use at the SR 120/Yosemite Interchange will be kept in a separate account and used only for improvements at that interchange.

In the 2018 Fee Study, a future SLSP Community Facilities District was planned to fund a portion of SLSP's allocated cost; however, this is no longer planned and instead the Transportation Fee will fully fund SLSP's fair share of the cost.

### **COST ALLOCATION FACTORS**

The \$7.8 million in transportation facilities costs is allocated to the Commercial Office, Light Industrial, and Warehouse land uses in SLSP. Table A-2 in Appendix A shows this allocation is based on the PM Peak Hour trip generation factors shown in Table 5-1. These allocation factors, that measure the amount of trips generated for a given land use, establish a reasonable relationship, or nexus, between the cost of the transportation facilities that is attributable to each of the land uses and the amount of the Transportation Fees, as determined in this Fee Study.

**Table 5-1**  
**Transportation Cost Allocation Factors**

| <b>Land Use</b>          | <b>Unit</b> | <b>Transportation</b>                |
|--------------------------|-------------|--------------------------------------|
|                          |             | <i>Adjusted<br/>PM Peak Hr Trips</i> |
| <b>Commercial Office</b> | <b>KSF</b>  | <b>2.46</b>                          |
| <b>Light Industrial</b>  | <b>KSF</b>  | <b>0.17</b>                          |
| <b>Warehouse</b>         | <b>KSF</b>  | <b>0.17</b>                          |

**TRANSPORTATION FEE**

Table A-2 in Appendix A shows the calculation of Transportation Fee and Table 5-2 below summarizes the fee rates for the land use categories in SLSP. If adopted by the City Council, the Transportation Fees in this Fee Study will replace the City's current Transportation CFF for SLSP.

**Table 5-2**  
**Transportation CFF**

| <b>Land Use</b>          | <b>Unit</b>     | <b>Transportation Fee</b> |
|--------------------------|-----------------|---------------------------|
| <b>Commercial Office</b> | <b>1,000 sf</b> | <b>\$20,277</b>           |
| <b>Light Industrial</b>  | <b>1,000 sf</b> | <b>\$1,323</b>            |
| <b>Warehouse</b>         | <b>1,000 sf</b> | <b>\$1,323</b>            |

## **6. WATER LINE FEE**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the water line facilities in the SLSP area.

### **FACILITIES AND COSTS**

Water line facilities referred to as the Water Loop include mains crossing SR 120 from the POC at Harlan Road to the POC on Glacier Street, on Glacier Street to the Yosemite Avenue, and on Yosemite Avenue from Glacier Street to the point at the north edge of the SR 120 right-of-way. The total cost of the Water Loop improvements is \$2,620,088. The City's engineering consultants determined that approximately 66% of this cost should be allocated to SLSP and 34% should be allocated to LGBPSP. SLSP's share of the Water Loop cost is \$1,728,210.

Other Non-Water Loop water line facilities include improvements on Glacier Street, Jefferson Way, and Yosemite Avenue. Improvements include all water lines, pipes, mains, valves, and fire hydrants as well as soft costs and City related costs. Because these facilities benefit SLSP exclusively, the total cost of these improvements, \$906,056, is allocated to SLSP.

The total water line cost allocated to SLSP is \$2.6 million and includes the Water Loop and Non-Water Loop facilities. Table A-3 and A-4 in Appendix A identify the detailed water line costs and Exhibits 1 and 2 in Appendix B show the location of the pipe lines for the Water Loop and Non-Water Loop facilities.

### **COST ALLOCATION FACTORS**

The total \$2.6 million water line facilities cost is allocated to 16 specific parcels in SLSP that the City's consultant engineers have identified as benefitting from these facilities. Costs are allocated based on the acreage of each parcel. Table A-5 in Appendix A shows cost allocation to the 16 parcels based on the acreage of the parcel.

**WATER LINE FEES**

Table 6-1 shows the fees for the benefitting parcels in SLSP. The Water Line Fees collected by the City will be used to reimburse the SLCC Developer.

**Table 6-1**  
**Water Line Fees**

|                                                           |                       |                                      |
|-----------------------------------------------------------|-----------------------|--------------------------------------|
| <b>Water Line Cost - Incl. Water Loop &amp; Non-Water</b> |                       | <b>\$2,634,266</b>                   |
| <b>Total Acres</b>                                        |                       | <b>248.62</b>                        |
| <b>Cost Per Acre</b>                                      |                       | <b>\$10,596</b>                      |
| <b><u>Current APN</u></b>                                 | <b><u>Acreage</u></b> | <b><u>Percent of Total Acres</u></b> |
| <b><u>Water Line Fee</u></b>                              |                       |                                      |
| 241-030-150-000                                           | 26.08                 | 10.49%                               |
| 241-030-160-000                                           | 49.62                 | 19.96%                               |
| 241-030-170-000                                           | 51.46                 | 20.70%                               |
| 241-030-180-000                                           | 44.72                 | 17.99%                               |
| 241-030-190-000                                           | 15.20                 | 6.11%                                |
| 241-030-200-000                                           | 12.50                 | 5.03%                                |
| 241-030-210-000                                           | 9.44                  | 3.80%                                |
| 241-030-220-000                                           | 6.90                  | 2.78%                                |
| 241-030-230-000                                           | 9.29                  | 3.74%                                |
| 241-030-310-000                                           | 1.20                  | 0.48%                                |
| 241-030-320-000                                           | 0.10                  | 0.04%                                |
| 241-030-330-000                                           | 5.00                  | 2.01%                                |
| 241-030-340-000                                           | 6.36                  | 2.56%                                |
| 241-030-350-000                                           | 3.00                  | 1.21%                                |
| 241-030-360-000                                           | 2.93                  | 1.18%                                |
| 241-030-290-000                                           | 4.82                  | 1.94%                                |
|                                                           | <b>248.62</b>         | <b>100%</b>                          |
|                                                           |                       | <b>\$2,634,266</b>                   |

## **7. SEWER SYSTEM FEE**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the sewer system in the SLSP area.

### **FACILITIES AND COSTS**

Sewer system improvements include collection mains and sewer force mains that connect to the Lathrop Consolidated Treatment Facility, manholes, and clean outs, sewer pump station, including the pumps, dewatering, electronic controls, fencing, City conduit with fiber included, lighting, monitoring equipment, security during construction, backup generator, entry gates, and landscaping. The total cost of the sewer system improvements is \$4.5 million and because these facilities will serve only SLSP, the entire cost is allocated to SLSP. Table A-6 in Appendix A identifies the detailed facilities costs

### **COST ALLOCATION FACTORS**

The total \$4.5 million sewer system facilities cost is allocated to 16 specific parcels in SLSP that the City's consultant engineers have identified as benefitting from these facilities. Costs are allocated based on the acreage of each parcel. Table A-7 in Appendix A shows cost allocation to the 16 parcels based on the acreage of the parcel.

**SEWER SYSTEM FEES**

Table 7-1 shows the fees for the benefitting parcels in SLSP. The Sewer System Fees collected by the City will be used to reimburse the SLCC Developer.

**Table 7-1**  
**Sewer System Fees**

|                              |                       |                                      |                         |
|------------------------------|-----------------------|--------------------------------------|-------------------------|
| <b>Sewer Facilities Cost</b> |                       | <b>\$4,481,941</b>                   |                         |
| <b>Total Acres</b>           |                       | <b>248.62</b>                        |                         |
| <b>Cost Per Acre</b>         |                       | <b>\$18,027</b>                      |                         |
| <b><u>Current APN</u></b>    | <b><u>Acreage</u></b> | <b><u>Percent of Total Acres</u></b> | <b><u>Sewer Fee</u></b> |
| 241-030-150-000              | 26.08                 | 10.49%                               | \$470,151               |
| 241-030-160-000              | 49.62                 | 19.96%                               | \$894,513               |
| 241-030-170-000              | 51.46                 | 20.70%                               | \$927,684               |
| 241-030-180-000              | 44.72                 | 17.99%                               | \$806,180               |
| 241-030-190-000              | 15.20                 | 6.11%                                | \$274,015               |
| 241-030-200-000              | 12.50                 | 5.03%                                | \$225,341               |
| 241-030-210-000              | 9.44                  | 3.80%                                | \$170,177               |
| 241-030-220-000              | 6.90                  | 2.78%                                | \$124,388               |
| 241-030-230-000              | 9.29                  | 3.74%                                | \$167,473               |
| 241-030-310-000              | 1.20                  | 0.48%                                | \$21,633                |
| 241-030-320-000              | 0.10                  | 0.04%                                | \$1,803                 |
| 241-030-330-000              | 5.00                  | 2.01%                                | \$90,136                |
| 241-030-340-000              | 6.36                  | 2.56%                                | \$114,653               |
| 241-030-350-000              | 3.00                  | 1.21%                                | \$54,082                |
| 241-030-360-000              | 2.93                  | 1.18%                                | \$52,820                |
| 241-030-290-000              | 4.82                  | 1.94%                                | \$86,891                |
|                              | <b>248.62</b>         | <b>100%</b>                          | <b>\$4,481,941</b>      |

## **8. STORM DRAINAGE FEE**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the storm drainage facilities in the SLSP area.

### **FACILITIES AND COSTS**

Storm drainage facilities include the drainage collection system, including pipelines, manholes, public laterals and storm drain inlets, a detention basin and storm water quality basin, levee toe drain, storm drain pump station and force main, as well as soft costs and City related costs. The total cost of the storm drainage improvements is \$13.4 million and because these facilities will serve SLSP exclusively, the entire cost is allocated to SLSP. The detailed storm drainage facilities and costs are shown in Table A-8 in Appendix A.

### **COST ALLOCATION FACTORS**

The total \$13.4 million storm drainage facilities cost is allocated to 16 specific parcels in SLSP that the City's consultant engineers have identified as benefitting from these facilities. Costs are allocated based on the acreage of each parcel. Table A-9 in Appendix A shows cost allocation to the 16 parcels based on the acreage of the parcel.

**STORM DRAINAGE FEES**

Table 8-1 shows the fees for the benefitting parcels in SLSP. The Storm Drainage Fees collected by the City will be used to reimburse the SLCC Developer.

**Table 8-1**  
**Storm Drainage Fees**

|                                       |                       |                                      |                                  |
|---------------------------------------|-----------------------|--------------------------------------|----------------------------------|
| <b>Storm Drainage Facilities Cost</b> |                       | <b>\$13,421,118</b>                  |                                  |
| <b>Total Acres</b>                    |                       | <b>248.62</b>                        |                                  |
| <b>Cost Per Acre</b>                  |                       | <b>\$53,982</b>                      |                                  |
| <b><u>Current APN</u></b>             | <b><u>Acreage</u></b> | <b><u>Percent of Total Acres</u></b> | <b><u>Storm Drainage Fee</u></b> |
| 241-030-150-000                       | 26.08                 | 10.49%                               | \$1,407,862                      |
| 241-030-160-000                       | 49.62                 | 19.96%                               | \$2,678,609                      |
| 241-030-170-000                       | 51.46                 | 20.70%                               | \$2,777,937                      |
| 241-030-180-000                       | 44.72                 | 17.99%                               | \$2,414,095                      |
| 241-030-190-000                       | 15.20                 | 6.11%                                | \$820,533                        |
| 241-030-200-000                       | 12.50                 | 5.03%                                | \$674,781                        |
| 241-030-210-000                       | 9.44                  | 3.80%                                | \$509,594                        |
| 241-030-220-000                       | 6.90                  | 2.78%                                | \$372,479                        |
| 241-030-230-000                       | 9.29                  | 3.74%                                | \$501,497                        |
| 241-030-310-000                       | 1.20                  | 0.48%                                | \$64,779                         |
| 241-030-320-000                       | 0.10                  | 0.04%                                | \$5,398                          |
| 241-030-330-000                       | 5.00                  | 2.01%                                | \$269,912                        |
| 241-030-340-000                       | 6.36                  | 2.56%                                | \$343,328                        |
| 241-030-350-000                       | 3.00                  | 1.21%                                | \$161,947                        |
| 241-030-360-000                       | 2.93                  | 1.18%                                | \$158,169                        |
| 241-030-290-000                       | 4.82                  | 1.94%                                | \$260,195                        |
|                                       | <b>248.62</b>         | <b>100%</b>                          | <b>\$13,421,118</b>              |



## **9. REGIONAL OUTFALL STRUCTURE FEE**

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This section of the report identifies the facilities, costs, and the fee rates required to fund the Regional Outfall Structure in the SLSP area.

### **FACILITIES AND COSTS**

The South Lathrop Specific Plan states that storm runoff from the SLSP area is anticipated to discharge to the San Joaquin River through a new outfall located near the southwest corner of the SLSP area. The proposed South Lathrop outfall facility will be a regional facility that will also serve the LGBPSP and McKinley Corridor developments in addition to the SLSP area.

The total cost of the ROS is \$3.5 million. Facilities include grading, dewatering, piping, sheetpile, a concrete headwall, rip rap, soft costs and City related costs. The City and its engineering consultant have determined that the cost of the ROS should be equally allocated to three development areas in the City that will benefit from this facility – namely SLSP, LGBPSP, and the McKinley Corridor development. SLSP's 33% share of the total cost equals \$1,177,971. The detailed ROS facilities and costs are shown in Table A-10 in Appendix A.

### **COST ALLOCATION FACTORS**

The \$1.2 million ROS facilities is allocated to 16 specific parcels in SLSP that the City's consultant engineers have identified as benefitting from these facilities. Costs are allocated based on the acreage of each parcel. Table A-11 in Appendix A shows cost allocation to the 16 parcels based on the acreage of the parcel.

**REGIONAL OUTFALL STRUCTURE FEES**

Table 9-1 shows the fees for the benefitting parcels in SLSP. The ROS Fees collected by the City will be used to reimburse the SLCC Developer.

**Table 9-1**  
**Regional Outfall Structure Fee<sup>1</sup>**

|                                                         |                       |                                      |                       |
|---------------------------------------------------------|-----------------------|--------------------------------------|-----------------------|
| <b>Regional Outfall Structure (ROS) Facilities Cost</b> |                       | <b>\$1,177,971</b>                   |                       |
| <b>Total Acres</b>                                      |                       | <b>248.62</b>                        |                       |
| <b>Cost Per Acre</b>                                    |                       | <b>\$4,738</b>                       |                       |
| <b><u>Current APN</u></b>                               | <b><u>Acreage</u></b> | <b><u>Percent of Total Acres</u></b> | <b><u>ROS Fee</u></b> |
| 241-030-150-000                                         | 26.08                 | 10.49%                               | \$123,568             |
| 241-030-160-000                                         | 49.62                 | 19.96%                               | \$235,101             |
| 241-030-170-000                                         | 51.46                 | 20.70%                               | \$243,819             |
| 241-030-180-000                                         | 44.72                 | 17.99%                               | \$211,885             |
| 241-030-190-000                                         | 15.20                 | 6.11%                                | \$72,018              |
| 241-030-200-000                                         | 12.50                 | 5.03%                                | \$59,225              |
| 241-030-210-000                                         | 9.44                  | 3.80%                                | \$44,727              |
| 241-030-220-000                                         | 6.90                  | 2.78%                                | \$32,692              |
| 241-030-230-000                                         | 9.29                  | 3.74%                                | \$44,016              |
| 241-030-310-000                                         | 1.20                  | 0.48%                                | \$5,686               |
| 241-030-320-000                                         | 0.10                  | 0.04%                                | \$474                 |
| 241-030-330-000                                         | 5.00                  | 2.01%                                | \$23,690              |
| 241-030-340-000                                         | 6.36                  | 2.56%                                | \$30,134              |
| 241-030-350-000                                         | 3.00                  | 1.21%                                | \$14,214              |
| 241-030-360-000                                         | 2.93                  | 1.18%                                | \$13,882              |
| 241-030-290-000                                         | 4.82                  | 1.94%                                | \$22,837              |
| <b>248.62</b>                                           |                       | <b>100%</b>                          | <b>\$1,177,971</b>    |

1. The SLCC Developer constructed the ROS. Their properties, the SLCC Parcels, will therefore not be subject to this fee, but will be provided a credit in the amount of the ROS fee due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to the fee, and once collected, the fees will be provided to the SLCC Developer as reimbursement.

## ***10. FEE SUMMARY***

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Tables 10-1 below and 10-2 on the following page summarize the fees calculated in this report. Table 10-1 includes the Transportation Fee.

Table 10-2 includes the Water Line, Sewer, Storm Drainage, and ROS Fees; these fees will be levied only on the specific parcels identified in Table 10-2. A 3.0% City administration fee will be added to these fees to pay for the City administrative duties associated with the fee program.

**Table 10-1**  
**Fee Summary**

| <b>Land Use</b>          | <b>Unit</b>     | <b>Transportation<br/>Fee</b> |
|--------------------------|-----------------|-------------------------------|
| <b>Commercial Office</b> | <b>1,000 sf</b> | <b>\$20,277</b>               |
| <b>Light Industrial</b>  | <b>1,000 sf</b> | <b>\$1,323</b>                |
| <b>Warehouse</b>         | <b>1,000 sf</b> | <b>\$1,323</b>                |

**Table 10-2**  
**Fee Summary**<sup>1</sup>

| <u>Assessor Parcel #</u> | <u>Water Line Fees</u> | <u>Sewer Fees</u>  | <u>Storm Drainage Fees</u> | <u>ROS Fees</u>    |
|--------------------------|------------------------|--------------------|----------------------------|--------------------|
| 241-030-150-000          | \$276,332              | \$470,151          | \$1,407,862                | \$123,568          |
| 241-030-160-000          | \$525,751              | \$894,513          | \$2,678,609                | \$235,101          |
| 241-030-170-000          | \$545,247              | \$927,684          | \$2,777,937                | \$243,819          |
| 241-030-180-000          | \$473,833              | \$806,180          | \$2,414,095                | \$211,885          |
| 241-030-190-000          | \$161,052              | \$274,015          | \$820,533                  | \$72,018           |
| 241-030-200-000          | \$132,444              | \$225,341          | \$674,781                  | \$59,225           |
| 241-030-210-000          | \$100,022              | \$170,177          | \$509,594                  | \$44,727           |
| 241-030-220-000          | \$73,109               | \$124,388          | \$372,479                  | \$32,692           |
| 241-030-230-000          | \$98,433               | \$167,473          | \$501,497                  | \$44,016           |
| 241-030-310-000          | \$12,715               | \$21,633           | \$64,779                   | \$5,686            |
| 241-030-320-000          | \$1,060                | \$1,803            | \$5,398                    | \$474              |
| 241-030-330-000          | \$52,978               | \$90,136           | \$269,912                  | \$23,690           |
| 241-030-340-000          | \$67,388               | \$114,653          | \$343,328                  | \$30,134           |
| 241-030-350-000          | \$31,787               | \$54,082           | \$161,947                  | \$14,214           |
| 241-030-360-000          | \$31,045               | \$52,820           | \$158,169                  | \$13,882           |
| 241-030-290-000          | \$51,071               | \$86,891           | \$260,195                  | \$22,837           |
|                          | <b>\$2,634,266</b>     | <b>\$4,481,941</b> | <b>\$13,421,118</b>        | <b>\$1,177,971</b> |

1. The SLCC Developer constructed the water, sewer, and storm drainage facilities that are the basis for these fees. The SLCC Parcels will therefore not be subject to these fees but will be provided a credit in the amount of the fees due for each building. Parcels within SLSP that are not owned by the SLCC Developer will be subject to these fees, and once collected, the fees will be provided to the SLCC Developer as reimbursement.

**LATHROP CITYWIDE AND SAN JOAQUIN COUNTYWIDE FEES**

The SLSP Fees calculated in this Fee Study, if adopted by the City Council, will be added to the City’s Capital Facilities Fee program; the Transportation Fee and the ROS Fee will replace the existing Transportation and Storm Drainage SLSP CFFs. In addition to the SLSP Fees shown in this Fee Study, the SLSP area will also be subject to other Lathrop citywide impact fees in the CFF program such as the Municipal Service Facilities CFF and the Mossdale Tract Regional Levee Impact Fee.

SLSP will also be subject to San Joaquin County fees, such as the San Joaquin County Regional Transportation Impact Fee (RTIF) and the County Capital Facilities Fee. SLSP shall participate

in the City’s agriculture mitigation program and the San Joaquin Multi-Species Habitat Conservation and Open Space Plan by paying the per-acre fees for the loss of farmland as well as to mitigate for habitat impacts to covered special status species.

#### **WATER AND SEWER CONNECTION FEES – SLCC PARCELS**

With approval of Parcel Map 17-01, per the Development Agreement, the SLCC Developer allocated to all SLCC Parcels ground water from Well No. 9 at the rate of 500 gal/day/acre. This volume will allow dry warehouse development. With each building permit, the developer will purchase SSJID surface water (SSJID Buy-in Fee per 2018 SLSP Study) for 2/3 of the total demand for the parcel being developed. With approval of Parcel Map 17-01, per the Development Agreement, the SLCC Developer allocated to all SLCC Parcels wastewater treatment capacity at the Combined Treatment Facility on Christopher Way, plus storage and disposal capacity at the current industrial rate of 355 gal/day/acre. Additional existing sewer fees that will be charged to the SLCC Parcels include the “Recycled Water Outfall” fee for a future river discharge of recycled water. This is an existing fee listed for Mossdale Village.

#### **WATER AND SEWER CONNECTION FEES – NON-SLCC PARCELS**

In addition to the SLSP Fees shown in the 2019 Fee Study, the Non-SLCC Parcels will also be subject to other Lathrop citywide fees in the CFF program for water and sewer connection fees. Water connection fees for the Non-SLCC Parcels will include the ‘Surface Water Supply Full Cost’ fee existing for Mossdale Village. Because no capital cost for surface water has been funded for the Non-SLCC Parcels in the past, the full cost is due. This fee represents two-thirds of the water required to come from surface water. Water connection fees for the Non-SLCC Parcels will also include the “Water System Buy-in” fee charged for the East Lathrop Area, which represents one-third of the water required from ground water, plus the “Water System Well Improvement” fee existing for the Mossdale Village area. This fee covers the cost of arsenic removal in the City wells.

For Non-SLCC Parcels, sewer connection fees will include the cost of wastewater treatment capacity at the Combined Treatment Facility on Christopher Way plus the cost of designing, building, permitting and land acquisition to build storage ponds and disposal spray fields for recycled water. Treatment capacity may be purchased through the City from developers with excess capacity. Ponds and spray fields may be constructed by the developer, purchased through the City from a developer with excess capacity, or purchase may be negotiated with the City. Additional existing sewer fees that will be charged to the Non-SLCC Parcels include the “Recycled Water Outfall” fee for a future river discharge of recycled water, and the “Sewer/Recycled Water System” fee to reimburse the cost of constructing recycled water mains

west of Interstate 5. Both of these are existing fees for Mossdale Village and are applicable to Non-SLCC Parcels.

#### **FEE ADJUSTMENTS**

The SLSP Fees may be adjusted in future years to reflect revised costs or changes in the land use plan. In addition to such adjustments, the SLSP Fees will be inflated each year by the Engineering News Record (ENR) 20-City Construction Cost Index. The last inflation adjustment conducted by the City in January 2019 was based on the December 2018 ENR 20-City Index of 11,185.51. The current ENR 20-City Construction Cost Index for September 2019 is 11,311.24. Future annual inflation adjustments for the facilities costs and fees included in this 2019 Fee Study will be based on this number.

## ***11. NEXUS FINDINGS***

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Development in the City will create a need for additional public facilities as well as expansion of existing facilities to serve future residents and employees. The SLSP CFF program will provide funding for public facilities in accordance with the policies and goals set forth by the City. As required pursuant to the Mitigation Fee Act, the SLSP Fees calculated in this Fee Study meets the nexus requirements of the law, as outlined below.

### **NEXUS TEST**

#### **Purpose of the Fees**

The purpose of the SLSP Fees is to provide funding for the infrastructure and facilities identified in this Fee Study.

#### **Use of Fee**

SLSP Fee revenue will be used to fund future development's fair share of the cost of infrastructure and facilities that have been identified by the City as necessary to serve new development in the SLSP area.

#### **Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is imposed.**

New non-residential development will generate additional demand for the infrastructure and facilities identified in this Fee Study. The facilities, infrastructure improvements, and capacity enhancements included in this Fee Study will ensure that the City will maintain the desired level of service standards that are identified for the facility categories included in this Fee Study.

#### **Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.**

Fee revenue collected from the SLSP area will fund the facilities included in this Fee Study. These facilities will serve development in the SLSP area and the estimated fees are a fair-share cost allocation based on the impact that future development will have on these facilities and improvements. Fee accounts for the SLSP area will be established to ensure that fee revenue is applied to the infrastructure and facilities for which it is collected.

**Determine how there is a reasonable relationship between the amount of the fee and the cost of the public facility or portion of the public facility attributable to the development on which the fee is imposed.**

A reasonable relationship between the amount of each SLSP Fee and the cost of the public facility, or portion thereof, is established in this Fee Study through the use of cost allocation factors to estimate the demand for a facility or, the impact that a land use will have on a facility. For example, the cost allocation for the Transportation Fee is based on the number trips generated for each specific land use. The trip generation rates, which differ between land use categories, measure each land use's impact on facilities and infrastructure. As a result, each land use category or development type is allocated its fair share of the cost based on its impact, as identified by its cost allocation factor.

By assigning the demand for infrastructure and facilities based on the cost allocation factors for each land use and quantifying that demand in the calculation of the SLSP Fees, a reasonable relationship is established between the amount of the fee and the cost of the facilities attributable to the different types of non-residential development in the SLSP area.



## **12. FEE PROGRAM ADMINISTRATION**

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### **FEE IMPLEMENTATION**

According to the California Government Code, prior to levying a new fee or increasing an existing fee, a public agency must hold at least one open and public meeting. At least 10 days prior to this meeting, the agency must make data on facility costs and funding sources available to the public. Notice of the time and place of the meeting, and a general explanation of the matter, are to be published in accordance with Section 6062a of the Government Code, which states that publication of notice shall be posted over a 10-day period in a newspaper regularly published once a week or more. Two publications, with at least five days intervening between the dates of the first and last publication, not counting such publication dates, are sufficient. The Fee Study and fees established herein will be adopted through a City ordinance and resolution. Once the fee program is adopted by the Lathrop City Council, it shall become effective no sooner than sixty days after the final legislative action.

### **FEE ADJUSTMENTS**

The SLSP Fees will be adjusted in future years to reflect revised facility standards, receipt of funding from alternative sources (i.e., state or federal grants), revised costs, or changes in land use. In addition to such adjustments, each year the SLSP Fees will be adjusted by the change in the ENR 20-City construction cost index over the prior calendar year. The last inflation adjustment conducted by the City in January 2019 was based on the December 2018 ENR 20-City Index of 11,185.51. The current ENR 20-City Construction Cost Index for September 2019 is 11,311.24. Future annual inflation adjustments for the facilities costs and fees included in this 2019 Fee Study will be based on this number.

### **ANNUAL ADMINISTRATIVE DUTIES**

The Government Code requires a public agency to report, every year and every fifth year, certain financial information regarding their impact fees. Within 180 days after the last day of each fiscal year the public agency must make the following information available for the past fiscal year:

- (a) A brief description of the type of fee in the account or fund
- (b) The amount of fee revenue
- (c) The beginning and ending balance of the account or fund

- (d) The amount of fee revenue collected and interest earned
- (e) An identification of each public improvement on which fees were expended and the amount of expenditures on each improvement, including the total percentage of the cost of public improvement that was funded with fees
- (f) An identification of an approximate date by which time construction on the improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement
- (g) A description of each interfund transfer or loan made from the account or fund, when it will be repaid and at what interest rate
- (h) The amount of any refunds made once it is determined that sufficient monies have been collected to fund all projects

The public agency must make this information available for public review and must also present it at the next regularly scheduled public meeting not less than 15 days after this information is made available to the public.

#### **FIFTH-YEAR ADMINISTRATIVE DUTIES**

For the fifth year following the first deposit into the fee account and every five years thereafter, the public agency must make the following findings with respect to any remaining funds in the fee accounts:

- (a) Identify the purpose to which the fee is to be put
- (b) Demonstrate a reasonable relationship between the fee and the purpose for which it is charged
- (c) Identify all sources and amounts of funding anticipated to complete financing incomplete improvements
- (d) Designate the approximate dates on which funding is expected to be deposited into the appropriate accounts or funds

As with the annual report, the five-year report must be made public within 180 days after the end of the public agency's fiscal year and must be reviewed at the next regularly scheduled public meeting. The public agency must make these findings; otherwise the law states that the City must refund the fee revenue to the then current owners of the development project.

## ***APPENDIX A***

### ***Capital Facilities Cost and Allocations***

**Table A-1  
Transportation Facilities Costs Allocated to Developments in Lathrop**

| Improvement                                                                                                                     | Cost Estimate        | SLSP                | LGBPSP               | MC                | Crossroads          | Other Lathrop        | Through Trips       |
|---------------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------|----------------------|-------------------|---------------------|----------------------|---------------------|
| Ph 1 SR 120 / Yosemite                                                                                                          |                      | 42.95%              | 42.95%               | 1.00%             | 12.40%              | 0.70%                |                     |
| Encroachment Permit Project                                                                                                     | \$ 2,168,974         | \$ 931,574          | \$ 931,574           | \$ 21,690         | \$ 268,953          | \$ 15,183            |                     |
| Ph 2 SR 120 / Yosemite                                                                                                          |                      | 42.95%              | 42.95%               | 1.00%             | 12.40%              | 0.70%                |                     |
| Interim Phase                                                                                                                   | \$ 15,004,000        | \$ 6,444,218        | \$ 6,444,218         | \$ 150,040        | \$ 1,860,496        | \$ 105,028           |                     |
| Full Interchange                                                                                                                |                      |                     |                      |                   |                     |                      |                     |
| 2 (100% of relocate all WB ramps)                                                                                               | \$ -                 | \$ -                | \$ -                 | \$ -              | \$ -                | \$ -                 |                     |
| 3 I-5 / Lathrop Road                                                                                                            |                      | 1.50%               | 2.20%                | 0.36%             | 1.50%               | 94.44%               |                     |
| Full Interchange<br>(61% of \$33,000,000 = \$20,000,000)                                                                        | \$ 20,000,000        | \$ 300,000          | \$ 440,000           | \$ 72,000         | \$ 300,000          | \$ 18,888,000        |                     |
| 4 Yosemite Avenue - Segment 1<br>SR 120 to Yosemite Court<br>Improvement Cost (100%)                                            | \$ 663,000           | \$ 14,586           | \$ 84,788            | \$ 11,735         | \$ 7,700            | \$ 51,051            | \$ 23,537           |
| 5 Yosemite Avenue - Segment 2<br>Yosemite Court to D'Arcy Parkway<br>Improvement Cost (100%)                                    | \$ 756,000           | \$ 16,632           | \$ 84,788            | \$ 13,381         | \$ 7,700            | \$ 58,212            | \$ 26,838           |
| 6 Yosemite Avenue - Segment 3<br>D'Arcy Parkway to McKinley Avenue<br>Improvement Cost (100%)                                   | \$ 430,000           | \$ 8,084            | \$ 71,522            | \$ 33,970         | \$ 9,900            | \$ 42,570            | \$ 37,840           |
| 7 Yosemite Avenue - Segment 4<br>McKinley Avenue to UPRR Tracks<br>Improvement Cost (100%)                                      | \$ 380,000           | \$ 7,144            | \$ 71,522            | \$ 30,020         | \$ 9,900            | \$ 37,620            | \$ 33,440           |
| 8 Yosemite Avenue - Segment 5<br>SR 120 to SLSP Street A<br>Improvement Cost (\$530,000)<br>Developer Constructed               | \$ -                 | \$ -                | \$ -                 | \$ -              | \$ -                | \$ -                 | \$ -                |
| 9 Yosemite Avenue - Intersection 1<br>Yosemite Avenue / Yosemite Court<br>Improvement Cost (100%)                               | \$ 630,000           | \$ 13,860           | \$ 84,788            | \$ 11,151         | \$ 7,700            | \$ 48,510            | \$ 22,365           |
| 10 Yosemite Avenue - Intersection 2<br>Yosemite Avenue / D'Arcy Parkway<br>Improvement Cost (100%)                              | \$ 420,000           | \$ 7,896            | \$ 71,522            | \$ 33,180         | \$ 9,900            | \$ 41,580            | \$ 36,960           |
| 11 Yosemite Avenue - Intersection 3<br>Yosemite Avenue / McKinley Avenue<br>Improvement Cost (100%)                             | \$ 770,000           | \$ 14,476           | \$ 71,522            | \$ 60,830         | \$ 9,900            | \$ 76,230            | \$ 67,760           |
| 12 Yosemite Avenue - Intersection 4<br>Yosemite Avenue / SLSP Street A<br>Improvement Cost (\$375,000)<br>Developer Constructed | \$ -                 | \$ -                | \$ -                 | \$ -              | \$ -                | \$ -                 | \$ -                |
| 13 Yosemite Avenue<br>At-Grade UPRR Crossing<br>Improvement Cost (100%)                                                         | \$ 600,000           | \$ 11,280           | \$ 71,522            | \$ 47,400         | \$ 9,900            | \$ 59,400            | \$ 52,800           |
| 14 McKinley Avenue - Segment 1<br>Yosemite Avenue to UPRR Crossing<br>Improvement Cost (100%)                                   | \$ 432,000           | \$ 173              | \$ 78,888            | \$ 65,750         | \$ 2,788            | \$ 12,010            | \$ 13,306           |
| 15 McKinley Avenue<br>At-Grade UPRR Crossing<br>Improvement Cost (100%)                                                         | \$ 600,000           | \$ 240              | \$ 78,888            | \$ 91,320         | \$ 16,680           | \$ 18,480            |                     |
| 16 Lathrop Road / McKinley Avenue<br>Improvement Cost (100%)                                                                    | \$ 500,000           | \$ 250              | \$ 1,400             | \$ 1,200          | \$ 1,900            | \$ 495,250           |                     |
| 17 Louise Avenue / McKinley Avenue<br>Improvement Cost (100%)                                                                   | \$ 600,000           | \$ 2,580            | \$ 6,500             | \$ 90,600         | \$ 5,400            | \$ 462,420           |                     |
| 18 <sup>1</sup> Airport Way / Daniels Street<br>Improvement Cost (100%)                                                         | \$ 620,000           | \$ 3,844            | \$ 9,300             | \$ 2,480          | \$ 1,364            | \$ 20,150            | \$ 582,862.00       |
| 19 <sup>1</sup> Airport Way / WB SR 120 Ramps<br>Improvement Cost (30%)                                                         | \$ 4,950,000         | \$ 30,690           | \$ 74,250            | \$ 19,800         | \$ 10,890           | \$ 160,875           | \$ 4,653,495.00     |
| 20 <sup>1</sup> Airport Way / EB SR 120 Ramps<br>Improvement Cost (30%)                                                         | \$ 4,950,000         | \$ 30,690           | \$ 74,250            | \$ 19,800         | \$ 10,890           | \$ 160,875           | \$ 4,653,495.00     |
| <b>Subtotals</b>                                                                                                                | <b>\$ 54,473,974</b> | <b>\$ 7,838,217</b> | <b>\$ 12,424,697</b> | <b>\$ 776,347</b> | <b>\$ 2,903,754</b> | <b>\$ 20,641,106</b> | <b>\$ 9,889,852</b> |
|                                                                                                                                 |                      | <b>14.39%</b>       | <b>22.81%</b>        | <b>1.43%</b>      | <b>5.33%</b>        | <b>37.89%</b>        | <b>18.16%</b>       |
| 21 <sup>2</sup> Harlan Road / Lathrop Road Inter.                                                                               | \$ 27,300            |                     | \$ 27,300            |                   |                     |                      |                     |
| 22 <sup>2</sup> 5th Street / Lathrop Road Inter.                                                                                | \$ 22,100            |                     | \$ 22,100            |                   |                     |                      |                     |
| 23 <sup>2</sup> I-5 / Louise Avenue Interchange                                                                                 | \$ 2,116,800         |                     | \$ 2,116,800         |                   |                     |                      |                     |
| 24 <sup>2</sup> Howland Road / Louise Avenue                                                                                    | \$ 46,150            |                     | \$ 46,150            |                   |                     |                      |                     |
| <b>Total</b>                                                                                                                    | <b>\$ 56,686,324</b> | <b>\$ 7,838,217</b> | <b>\$ 14,637,047</b> | <b>\$ 776,347</b> | <b>\$ 2,903,754</b> | <b>\$ 20,641,106</b> | <b>\$ 9,889,852</b> |

1. Although mitigation funds will be measured by the cost to mitigate the intersections listed above, the City may use those funds to improve intersections in Lathrop alone.  
2. Cost shown is only the portion allocated to LGBPSP and not the total construction cost.

Source: Fehr & Peers

**Table A-2**  
**Transportation Facilities Cost Allocation**

|                   | Bldg SF               | PM Peak Hour Trip Rate | Percent Adjustment For Trips <sup>1</sup> | Adjusted PM Peak Trips Per KSF | Total New Trips | Percent Allocation | Cost Allocation    | Transportation Fee    |
|-------------------|-----------------------|------------------------|-------------------------------------------|--------------------------------|-----------------|--------------------|--------------------|-----------------------|
| <b>Cost:</b>      | <b>\$7,838,217</b> /1 |                        |                                           |                                |                 |                    |                    |                       |
| <b>Land Use</b>   | <b><i>Bldg SF</i></b> | <b><i>Per KSF</i></b>  |                                           | <b><i>Per KSF</i></b>          |                 |                    |                    | <b><i>Per KSF</i></b> |
| Commercial Office | 75,000                | 3.73                   | 66.1%                                     | 2.46                           | 185             | 19.4%              | \$1,520,738        | \$20,277              |
| Light Industrial  | 1,120,000             | 0.17                   | 94.4%                                     | 0.16                           | 180             | 18.9%              | \$1,481,796        | \$1,323               |
| Warehouse         | 3,655,000             | 0.17                   | 94.4%                                     | 0.16                           | 588             | 61.7%              | \$4,835,683        | \$1,323               |
| <b>Total</b>      | <b>4,850,000</b>      |                        |                                           |                                | <b>953</b>      | <b>100.0%</b>      | <b>\$7,838,217</b> |                       |

1. Adjustment made for internal and pass-by trips.

Source: Fehr and Peers; Goodwin Consulting Group; City of Lathrop

**Table A-3**  
**Water Line Costs - Water Loop Facilities**

| <b>HARD COSTS</b>                                                                        | <b>Unit</b> | <b>Unit Cost</b> | <b>QTY</b> | <b>Subtotal</b> | <b>Running Total</b> | <b>Source of Cost Information</b> |
|------------------------------------------------------------------------------------------|-------------|------------------|------------|-----------------|----------------------|-----------------------------------|
| 12" Waterline from Harlan Road POC to D'arcy Pkwy POC                                    | LF          | \$131            | 9434       | \$1,237,046     |                      | Teichert                          |
| Bore & Jack for 12" Water (includes Dewatering)                                          | LF          | \$1,485          | 580        | \$861,300       |                      | Teichert                          |
| Additional Dewatering Transport Pipe                                                     | LF          | \$80             | 1865       | \$149,704       |                      | Teichert                          |
| Removal of Debris, Fencing, Irrigation Pipe, Wells, Etc.                                 | LS          | \$513,253        | 0.03       | \$17,509        |                      | Noceti Farms                      |
| <b>HARD COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <b>\$2,265,559</b>   |                                   |
| <b>SOFT COSTS</b>                                                                        |             |                  |            |                 |                      |                                   |
| Geotechnical Design, SWPPP & Inspections                                                 | LS          | \$774,000        | 0.03       | \$26,405        |                      | Engeo                             |
| Legal                                                                                    | LS          | \$68,705         | 0.03       | \$2,344         |                      | Miller Starr                      |
| Performance & Material Bond (includes One-Year Warranty Bond)                            | LS          | \$441,523        | 0.11       | \$46,682        |                      | Willis Towers Watson              |
| Civil Engineering & Governmental Agency Coordination, Staking                            | LS          | \$652,000        | 0.03       | \$22,243        |                      | Mackay & Soms                     |
| <b>SOFT COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <b>\$97,674</b>      |                                   |
| <b>CITY RELATED COSTS</b>                                                                |             |                  |            |                 |                      |                                   |
| City Plan Check, Inspection, & Storage Fees (Civil Improvement Plans 36.1% Reimbursable) |             | \$343,170        | 0.05       | \$17,344        |                      | City                              |
| Encroachment Permit                                                                      |             | \$0              | 0.00       | \$0             |                      | City                              |
| City Staff Time for Meetings                                                             |             | \$0              | 0.00       | \$0             |                      | City                              |
| Reimbursement Agreement (2/3 of \$7,931)                                                 |             | \$5,287          | 0.25       | \$1,322         |                      | City                              |
| <b>CITY RELATED COST SUBTOTAL:</b>                                                       |             |                  |            |                 | <b>\$18,666</b>      |                                   |
| <b>SUBTOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:</b>                                 |             |                  |            |                 | <b>\$2,381,898</b>   |                                   |
| Contingency                                                                              |             |                  |            | 10%             | \$238,190            |                                   |
| (34.04% Applied to Areas Outside SLSP. 65.96% Applied to Areas Within SLSP.)             |             |                  |            | 65.96%          |                      |                                   |
| <b>GRAND TOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:</b>                              |             |                  |            |                 | <b>\$1,728,210</b>   |                                   |

Source: MacKay & Soms

**Table A-4**  
**Water Line Costs - Excluding Water Loop Facilities**

| <b>HARD COSTS</b>                                                                        | <b>Unit</b> | <b>Unit Cost</b> | <b>QTY</b> | <b>Subtotal</b> | <b>Running Total</b> | <b>Source of Cost Information</b> |
|------------------------------------------------------------------------------------------|-------------|------------------|------------|-----------------|----------------------|-----------------------------------|
| 12" Waterline Excluding Loop from Harlan Road POC to D'arcy Pkwy POC                     | LF          | \$52             | 7927       | \$412,204       |                      | Teichert                          |
| 6" Water                                                                                 | LF          | \$30             | 891        | \$26,730        |                      | Teichert                          |
| 12" Gate Valves                                                                          | EA          | \$2,200          | 25         | \$55,000        |                      | Teichert                          |
| Fire Hydrants                                                                            | EA          | \$6,169          | 35         | \$215,910       |                      | Teichert                          |
| Removal of Debris, Fencing, Irrigation Pipe, Wells, Etc.                                 | LS          | \$513,253        | 0.04       | \$20,759        |                      | Noceti Farms                      |
| <b>HARD COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <u>\$730,603</u>     |                                   |
| <b>SOFT COSTS</b>                                                                        |             |                  |            |                 |                      |                                   |
| Geotechnical Design, SWPPP & Inspections                                                 | LS          | \$774,000        | 0.04       | \$31,304        |                      | Engeo                             |
| Legal                                                                                    | LS          | \$68,705         | 0.04       | \$2,779         |                      | Miller Starr                      |
| Performance & Material Bond (Includes One-Year Warranty Bond)                            | LS          | \$441,523        | 0.03       | \$14,626        |                      | Willis Towers Watson              |
| Civil Engineering & Governmental Agency Coordination, Staking                            | LS          | \$652,000        | 0.04       | \$26,370        |                      | Mackay & Soms                     |
| <b>SOFT COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <u>\$75,080</u>      |                                   |
| <b>CITY RELATED COSTS</b>                                                                |             |                  |            |                 |                      |                                   |
| City Legal and Staff Costs                                                               |             |                  |            |                 |                      | City                              |
| City Plan Check, Inspection, & Storage Fees (Civil Improvement Plans 36.1% Reimbursable) |             | \$343,170        | 0.05       | \$17,344        |                      | City                              |
| Encroachment Permit                                                                      |             | \$0              | 0.00       | \$0             |                      | City                              |
| City Staff Time for Meetings                                                             |             | \$0              | 0.00       | \$0             |                      | City                              |
| Reimbursement Agreement (1/3 of \$7931)                                                  |             | \$2,644          | 0.25       | \$661           |                      | City                              |
| <b>CITY RELATED COST SUBTOTAL:</b>                                                       |             |                  |            |                 | <u>\$18,005</u>      |                                   |
| <b>SUBTOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:</b>                                 |             |                  |            |                 | <b>\$823,687</b>     |                                   |
| Contingency                                                                              |             |                  | 10%        |                 | <u>\$82,369</u>      |                                   |
| <b>GRAND TOTAL WATER SYSTEM IMPROVEMENT (ONSITE) COSTS:</b>                              |             |                  |            |                 | <b>\$906,056</b>     |                                   |

Source: MacKay & Soms

**Table A-5  
Water Line Fee**

|                                                                           |                    |                |                                   |                           |
|---------------------------------------------------------------------------|--------------------|----------------|-----------------------------------|---------------------------|
| <b>Water Line Cost - Incl. Water Loop &amp; Non-Water Loop Facilities</b> |                    |                |                                   | <b>\$2,634,266</b>        |
| <b>Total Acres</b>                                                        |                    |                |                                   | <b>248.62</b>             |
| <b>Cost Per Acre</b>                                                      |                    |                |                                   | <b>\$10,596</b>           |
| <u>Prior APN</u>                                                          | <u>Current APN</u> | <u>Acreage</u> | <u>Percent of<br/>Total Acres</u> | <u>Water Line<br/>Fee</u> |
| -                                                                         | 241-030-150-000    | 26.08          | 10.49%                            | \$276,332                 |
| -                                                                         | 241-030-160-000    | 49.62          | 19.96%                            | \$525,751                 |
| -                                                                         | 241-030-170-000    | 51.46          | 20.70%                            | \$545,247                 |
| -                                                                         | 241-030-180-000    | 44.72          | 17.99%                            | \$473,833                 |
| -                                                                         | 241-030-190-000    | 15.20          | 6.11%                             | \$161,052                 |
| -                                                                         | 241-030-200-000    | 12.50          | 5.03%                             | \$132,444                 |
| -                                                                         | 241-030-210-000    | 9.44           | 3.80%                             | \$100,022                 |
| -                                                                         | 241-030-220-000    | 6.90           | 2.78%                             | \$73,109                  |
| -                                                                         | 241-030-230-000    | 9.29           | 3.74%                             | \$98,433                  |
| 241-410-020-000                                                           | 241-030-310-000    | 1.20           | 0.48%                             | \$12,715                  |
| 241-410-050-000                                                           | 241-030-320-000    | 0.10           | 0.04%                             | \$1,060                   |
| 241-410-370-000                                                           | 241-030-330-000    | 5.00           | 2.01%                             | \$52,978                  |
| 241-410-410-000                                                           | 241-030-340-000    | 6.36           | 2.56%                             | \$67,388                  |
| 241-410-420-000                                                           | 241-030-350-000    | 3.00           | 1.21%                             | \$31,787                  |
| 241-410-430-000                                                           | 241-030-360-000    | 2.93           | 1.18%                             | \$31,045                  |
| 241-410-440-000                                                           | 241-030-290-000    | 4.82           | 1.94%                             | \$51,071                  |
| <b>Totals:</b>                                                            |                    | <b>248.62</b>  | <b>100%</b>                       | <b>\$2,634,266</b>        |

Source: Reimbursement Agreement Relating to SLCC for Public Infrastructure Benefitting Properties  
Within SLSP Area; Goodwin Consulting Group



**Table A-6  
Sewer System Facilities Costs**

| <b>HARD COSTS</b>                                                                        | <b>Unit</b> | <b>Unit Cost</b> | <b>QTY</b> | <b>Subtotal</b> | <b>Running Total</b> | <b>Source</b>        |
|------------------------------------------------------------------------------------------|-------------|------------------|------------|-----------------|----------------------|----------------------|
| Dual 6" SSFM's Including Bore & Jack                                                     | LF          | \$298            | 2790       | \$832,201       |                      | Teichert             |
| Sanitary Sewer Pump Station Construction (includes Dewatering)                           | LS          | \$1,670,000      | 1          | \$1,670,000     |                      | Teichert             |
| 8" Sanitary Sewer Pipe                                                                   | LF          | \$100            | 3325       | \$332,500       |                      | Teichert             |
| 10" Sanitary Sewer Pipe                                                                  | LF          | \$91             | 599        | \$54,509        |                      | Teichert             |
| 12" Sanitary Sewer Pipe                                                                  | LF          | \$111            | 1620       | \$179,010       |                      | Teichert             |
| 15" Sanitary Sewer Pipe                                                                  | LF          | \$138            | 846        | \$116,748       |                      | Teichert             |
| Manholes                                                                                 | EA          | \$13,200         | 20         | \$264,000       |                      | Teichert             |
| Removal of Debris, Fencing, Irrigation Pipe, Wells, Etc.                                 | LS          | \$513,253        | 0.20       | \$100,861       |                      | Noceti Farms         |
| <b>HARD COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <b>\$3,549,829</b>   |                      |
| <b>SOFT COSTS</b>                                                                        |             |                  |            |                 |                      |                      |
| Wetland Replacement Purchase                                                             | LS          | \$43,400         | 0.16       | \$6,944         |                      | Consumnes Floodplain |
| Sanitary Sewer Pump Station Design                                                       | LS          | \$112,717        | 1.00       | \$112,717       |                      | PACE                 |
| SJMSCP Incidental Take Minimization Measures                                             | LS          | \$8,818          | 0.68       | \$5,979         |                      | SJCOG                |
| Geotechnical Design, SWPPP & Inspections                                                 | LS          | \$774,000        | 0.20       | \$152,101       |                      | ENGEO                |
| Legal                                                                                    | LS          | \$68,705         | 0.20       | \$13,501        |                      | Miller Starr         |
| Performance & Material Bond (includes One-Year Warranty Bond)                            | LS          | \$441,523        |            | \$71,067        |                      | Willis Towers Watson |
| Civil Engineering & Governmental Agency Coordination, Staking                            | LS          | \$652,000        | 0.20       | \$128,127       |                      | Mackay & Somps       |
| O&M Manual Preparation (1/3 of Total O&M Manual Cost)                                    | LS          | \$11,430         | 0.33       | \$3,772         |                      | PACE                 |
| <b>SOFT COST SUBTOTAL:</b>                                                               |             |                  |            |                 | <b>\$494,207</b>     |                      |
| <b>CITY RELATED COSTS</b>                                                                |             |                  |            |                 |                      |                      |
| City Legal and Staff Costs                                                               |             | \$0.00           | 0.00       | \$0             |                      | City                 |
| City Plan Check, Inspection, & Storage Fees (Civil Improvement Plans 36.1% Reimbursable) | LS          | \$343,170        | 0.06       | \$19,822        |                      | City                 |
| City Plan Check, Inspection, & Storage Fees (SS Pump Station)                            | LS          | \$62,333         | 0.16       | \$9,973         |                      | City                 |
| Encroachment Permit                                                                      |             | \$0              | 0.00       | \$0             |                      | City                 |
| City Staff Time For Meetings                                                             |             | \$0              | 0.00       | \$0             |                      | City                 |
| Reimbursement Agreement (1/3 of \$7931)                                                  | LS          | \$2,644          | 0.25       | \$661           |                      | City                 |
| <b>CITY RELATED COST SUBTOTAL:</b>                                                       |             |                  |            |                 | <b>\$30,456</b>      |                      |
| <b>SUBTOTAL SANITARY SEWER SYSTEM COSTS:</b>                                             |             |                  |            |                 | <b>\$4,074,492</b>   |                      |
| Contingency                                                                              |             |                  |            | 10%             | <b>\$407,449</b>     |                      |
| <b>GRAND TOTAL SANITARY SEWER SYSTEM COSTS:</b>                                          |             |                  |            |                 | <b>\$4,481,941</b>   |                      |

Source: MacKay & Somps

**Table A-7  
Sewer System Fee**

|                              |                    |                |                    |                    |
|------------------------------|--------------------|----------------|--------------------|--------------------|
| <b>Sewer Facilities Cost</b> |                    |                |                    | <b>\$4,481,941</b> |
| <b>Total Acres</b>           |                    |                |                    | <b>248.62</b>      |
| <b>Cost Per Acre</b>         |                    |                |                    | <b>\$18,027</b>    |
|                              |                    |                | <b>Percent of</b>  |                    |
| <u>Prior APN</u>             | <u>Current APN</u> | <u>Acreage</u> | <u>Total Acres</u> | <u>Sewer Fee</u>   |
| -                            | 241-030-150-000    | 26.08          | 10.49%             | \$470,151          |
| -                            | 241-030-160-000    | 49.62          | 19.96%             | \$894,513          |
| -                            | 241-030-170-000    | 51.46          | 20.70%             | \$927,684          |
| -                            | 241-030-180-000    | 44.72          | 17.99%             | \$806,180          |
| -                            | 241-030-190-000    | 15.20          | 6.11%              | \$274,015          |
| -                            | 241-030-200-000    | 12.50          | 5.03%              | \$225,341          |
| -                            | 241-030-210-000    | 9.44           | 3.80%              | \$170,177          |
| -                            | 241-030-220-000    | 6.90           | 2.78%              | \$124,388          |
| -                            | 241-030-230-000    | 9.29           | 3.74%              | \$167,473          |
| 241-410-020-000              | 241-030-310-000    | 1.20           | 0.48%              | \$21,633           |
| 241-410-050-000              | 241-030-320-000    | 0.10           | 0.04%              | \$1,803            |
| 241-410-370-000              | 241-030-330-000    | 5.00           | 2.01%              | \$90,136           |
| 241-410-410-000              | 241-030-340-000    | 6.36           | 2.56%              | \$114,653          |
| 241-410-420-000              | 241-030-350-000    | 3.00           | 1.21%              | \$54,082           |
| 241-410-430-000              | 241-030-360-000    | 2.93           | 1.18%              | \$52,820           |
| 241-410-440-000              | 241-030-290-000    | 4.82           | 1.94%              | \$86,891           |
| <b>Totals:</b>               |                    | <b>248.62</b>  | <b>100%</b>        | <b>\$4,481,941</b> |

Source: Reimbursement Agreement Relating to SLCC for Public Infrastructure Benefitting Properties  
Within SLSP Area; Goodwin Consulting Group

**Table A-8  
Storm Drainage Facilities Costs**

| <b>HARD COSTS</b>                                                                              | <b>Unit</b> | <b>Unit Cost</b> | <b>QTY</b> | <b>Subtotal</b> | <b>Running Total</b> | <b>Source</b>        |
|------------------------------------------------------------------------------------------------|-------------|------------------|------------|-----------------|----------------------|----------------------|
| Gravity Storm Drain - from SR-120 to SD Pump Station (includes Dewatering)                     | LS          | \$866,420        | 1.00       | \$866,420       |                      | Teichert             |
| Gravity Storm Drain - from SD Pump Station to Regional Outfall Structure (includes Dewatering) | LS          | \$2,776,997      | 1.00       | \$2,776,997     |                      | Teichert             |
| 48" SDFM - from SD Pump Station to Regional Outfall Structure                                  | LF          | \$4,279          | 270        | \$1,155,330     |                      | Teichert             |
| Detention Basin Construction                                                                   | LS          | \$913,495        | 1.00       | \$913,495       |                      | Teichert             |
| Storm Drain Pump Station Construction (includes Dewatering)                                    | LS          | \$4,272,200      | 1.00       | \$4,272,200     |                      | Teichert             |
| Conduit for Fiber Line from Harlan Road to Pump Stations                                       | LS          | \$75,000         | 1.00       | \$75,000        |                      | Tennyson             |
| Removal of Debris, Fencing, Irrigation Pipe, Wells, etc.                                       | LS          | \$513,253        | 0.73       | \$374,124       |                      | Noceti Farms         |
| <b>HARD COST SUBTOTAL:</b>                                                                     |             |                  |            |                 | <b>\$10,433,566</b>  |                      |
| <b>SOFT COSTS</b>                                                                              |             |                  |            |                 |                      |                      |
| Wetland Replacement Purchase                                                                   | LS          | \$43,400         | 0.67       | \$29,078        |                      | Consumnes Floodplain |
| Storm Drain Pump Stations Design                                                               | LS          | \$186,561        | 1.00       | \$186,561       |                      | PACE                 |
| SJMSCP Incidental Take Minimization Measures                                                   | LS          | \$8,818          | 0.68       | \$5,979         |                      | SJCOG                |
| Geotechnical Design, SWPPP & Inspections                                                       | LS          | \$774,000        | 0.73       | \$564,190       |                      | ENGEO                |
| Legal                                                                                          | LS          | \$68,705         | 0.73       | \$50,081        |                      | Miller Starr         |
| Performance & Material Bond (includes One-Year Warranty Bond)                                  | LS          | \$441,523        | 0.58       | \$263,608       |                      | Willis Towers Watson |
| Civil Engineering & Governmental Agency Coordination, Staking                                  | LS          | \$652,000        | 0.73       | \$475,260       |                      | Mackay & Soms        |
| O&M Manual Preparation (1/3 of Total O&M Manual Cost)                                          | LS          | \$11,430         | 0.33       | \$3,772         |                      | PACE                 |
| <b>SOFT COST SUBTOTAL:</b>                                                                     |             |                  |            |                 | <b>\$1,578,528</b>   |                      |
| <b>CITY RELATED COSTS</b>                                                                      |             |                  |            |                 |                      |                      |
| City Plan Check, Inspection, & Storage Fees (Civil Improvement Plans 36.1% Reimbursable)       |             | \$343,170        | 0.24       | \$83,003        |                      | City                 |
| City Plan Check, Inspection, & Storage Fees (SD Pump Station)                                  |             | \$157,103        | 0.67       | \$105,259       |                      | City                 |
| Encroachment Permit                                                                            |             | \$0              | 0.00       | \$0             |                      | City                 |
| City Staff Time for Meetings                                                                   |             | \$0              | 0.00       | \$0             |                      | City                 |
| Reimbursement Agreement (1/3 of \$7931)                                                        |             | \$2,644          | 0.25       | \$661           |                      | City                 |
| <b>CITY RELATED COST SUBTOTAL:</b>                                                             |             |                  |            |                 | <b>\$188,922</b>     |                      |
| <b>SUBTOTAL STORM DRAIN IMPROVEMENT (ONSITE) COSTS:</b>                                        |             |                  |            |                 | <b>\$12,201,017</b>  |                      |
| Contingency                                                                                    |             |                  | 0.10       |                 | <b>\$1,220,102</b>   |                      |
| <b>GRAND STORM DRAIN IMPROVEMENT (ONSITE) COSTS:</b>                                           |             |                  |            |                 | <b>\$13,421,118</b>  |                      |

Source: MacKay & Soms

**Table A-9  
Storm Drainage Fee**

|                                       |                           |                       |                           |                            |
|---------------------------------------|---------------------------|-----------------------|---------------------------|----------------------------|
| <b>Storm Drainage Facilities Cost</b> |                           |                       |                           | <b>\$13,421,118</b>        |
| <b>Total Acres</b>                    |                           |                       |                           | <b>248.62</b>              |
| <b>Cost Per Acre</b>                  |                           |                       |                           | <b>\$53,982</b>            |
|                                       |                           |                       | <b>Percent of</b>         | <b>Storm</b>               |
| <b><u>Prior APN</u></b>               | <b><u>Current APN</u></b> | <b><u>Acreage</u></b> | <b><u>Total Acres</u></b> | <b><u>Drainage Fee</u></b> |
| -                                     | 241-030-150-000           | 26.08                 | 10.49%                    | \$1,407,862                |
| -                                     | 241-030-160-000           | 49.62                 | 19.96%                    | \$2,678,609                |
| -                                     | 241-030-170-000           | 51.46                 | 20.70%                    | \$2,777,937                |
| -                                     | 241-030-180-000           | 44.72                 | 17.99%                    | \$2,414,095                |
| -                                     | 241-030-190-000           | 15.20                 | 6.11%                     | \$820,533                  |
| -                                     | 241-030-200-000           | 12.50                 | 5.03%                     | \$674,781                  |
| -                                     | 241-030-210-000           | 9.44                  | 3.80%                     | \$509,594                  |
| -                                     | 241-030-220-000           | 6.90                  | 2.78%                     | \$372,479                  |
| -                                     | 241-030-230-000           | 9.29                  | 3.74%                     | \$501,497                  |
| 241-410-020-000                       | 241-030-310-000           | 1.20                  | 0.48%                     | \$64,779                   |
| 241-410-050-000                       | 241-030-320-000           | 0.10                  | 0.04%                     | \$5,398                    |
| 241-410-370-000                       | 241-030-330-000           | 5.00                  | 2.01%                     | \$269,912                  |
| 241-410-410-000                       | 241-030-340-000           | 6.36                  | 2.56%                     | \$343,328                  |
| 241-410-420-000                       | 241-030-350-000           | 3.00                  | 1.21%                     | \$161,947                  |
| 241-410-430-000                       | 241-030-360-000           | 2.93                  | 1.18%                     | \$158,169                  |
| 241-410-440-000                       | 241-030-290-000           | 4.82                  | 1.94%                     | \$260,195                  |
| <b>Totals:</b>                        |                           | <b>248.62</b>         | <b>100%</b>               | <b>\$13,421,118</b>        |

Source: Reimbursement Agreement Relating to SLCC for Public Infrastructure Benefitting Properties  
Within SLSP Area; Goodwin Consulting Group

**Table A-10**  
**Regional Outfall Structure Cost**

| Description                               | Total                  |
|-------------------------------------------|------------------------|
| <b>Grading, Dewatering &amp; Cleanup</b>  |                        |
| Labor                                     | \$ 23,875.00           |
| Equipment                                 | \$ 17,865.00           |
| Material                                  | \$ 7,650.00            |
| <b>Piping (6 Wall Spools)</b>             |                        |
| Labor                                     | \$ 10,500.00           |
| Equipment                                 | \$ 5,625.00            |
| Material                                  | \$ 35,625.00           |
| <b>Sheetpile</b>                          |                        |
| Labor                                     | \$ 5,250.00            |
| Subcontract                               | \$ 914,100.00          |
| <b>Concrete Headwall</b>                  |                        |
| Labor                                     | \$ 155,250.00          |
| Equipment                                 | \$ 29,785.00           |
| Material                                  | \$ 135,653.27          |
| Subcontract                               | \$ 21,500.00           |
| <b>Armorflex</b>                          |                        |
| Labor                                     | \$ 17,150.00           |
| Equipment                                 | \$ 16,160.00           |
| Material                                  | \$ 71,025.00           |
| <b>Rip Rap</b>                            |                        |
| Labor                                     | \$ 36,850.00           |
| Equipment                                 | \$ 17,653.00           |
| Material                                  | \$ 132,000.00          |
| <b>Subtotal:</b>                          | <b>\$ 1,653,516.27</b> |
| <b>Changing Orders:</b>                   |                        |
| Additional Shoring WA #28                 | \$ 524,319.40          |
| RD-17 Requirement for Crane Bridge WA #30 | \$ 26,588.84           |
| <b>Subtotal Change Orders:</b>            | <b>\$ 550,908.24</b>   |
| <b>Allocation of General Conditions</b>   |                        |
| General Conditions 2%                     | \$ 44,088.49           |
| <b>Soft Costs</b>                         | \$ 901,388.00          |
| <b>City-Related Costs</b>                 | \$ 120,670.00          |
| <b>Contingency</b>                        | \$ 263,342.00          |
| <b>Total ROS Construction Costs</b>       | <b>\$ 3,533,913.00</b> |

Source: Teichert; City of Lathrop

**Table A-11**  
**Regional Outfall Structure Fee**

|                                                         |                    |                |                               |                    |
|---------------------------------------------------------|--------------------|----------------|-------------------------------|--------------------|
| <b>Regional Outfall Structure (ROS) Facilities Cost</b> |                    |                |                               | <b>\$1,177,971</b> |
| <b>Total Acres</b>                                      |                    |                |                               | <b>248.62</b>      |
| <b>Cost Per Acre</b>                                    |                    |                |                               | <b>\$4,738</b>     |
| <u>Prior APN</u>                                        | <u>Current APN</u> | <u>Acreage</u> | <u>Percent of Total Acres</u> | <u>ROS Fee</u>     |
| -                                                       | 241-030-150-000    | 26.08          | 10.49%                        | \$123,568          |
| -                                                       | 241-030-160-000    | 49.62          | 19.96%                        | \$235,101          |
| -                                                       | 241-030-170-000    | 51.46          | 20.70%                        | \$243,819          |
| -                                                       | 241-030-180-000    | 44.72          | 17.99%                        | \$211,885          |
| -                                                       | 241-030-190-000    | 15.20          | 6.11%                         | \$72,018           |
| -                                                       | 241-030-200-000    | 12.50          | 5.03%                         | \$59,225           |
| -                                                       | 241-030-210-000    | 9.44           | 3.80%                         | \$44,727           |
| -                                                       | 241-030-220-000    | 6.90           | 2.78%                         | \$32,692           |
| -                                                       | 241-030-230-000    | 9.29           | 3.74%                         | \$44,016           |
| 241-410-020-000                                         | 241-030-310-000    | 1.20           | 0.48%                         | \$5,686            |
| 241-410-050-000                                         | 241-030-320-000    | 0.10           | 0.04%                         | \$474              |
| 241-410-370-000                                         | 241-030-330-000    | 5.00           | 2.01%                         | \$23,690           |
| 241-410-410-000                                         | 241-030-340-000    | 6.36           | 2.56%                         | \$30,134           |
| 241-410-420-000                                         | 241-030-350-000    | 3.00           | 1.21%                         | \$14,214           |
| 241-410-430-000                                         | 241-030-360-000    | 2.93           | 1.18%                         | \$13,882           |
| 241-410-440-000                                         | 241-030-290-000    | 4.82           | 1.94%                         | \$22,837           |
| <b>Totals:</b>                                          |                    | <b>248.62</b>  | <b>100%</b>                   | <b>\$1,177,971</b> |

Source: Reimbursement Agreement Relating to SLCC for Public Infrastructure Benefitting Properties  
Within SLSP Area; Goodwin Consulting Group

## ***APPENDIX B***

### ***Water Line & ROS Improvements and Benefitting Properties***

Exhibit 1

EXHIBIT 4A: UTILITY IMPROVEMENTS - "WATER LOOP"

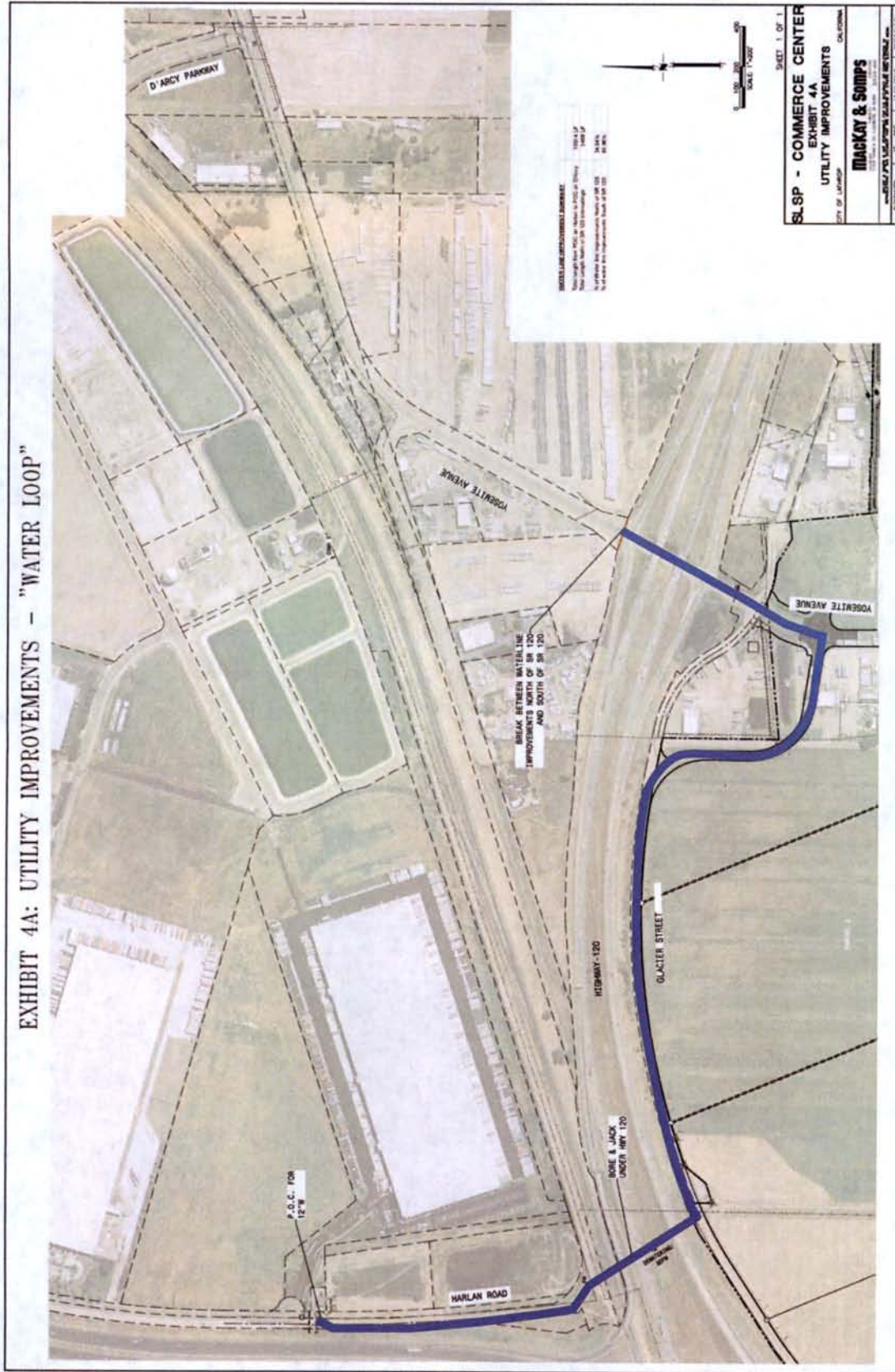
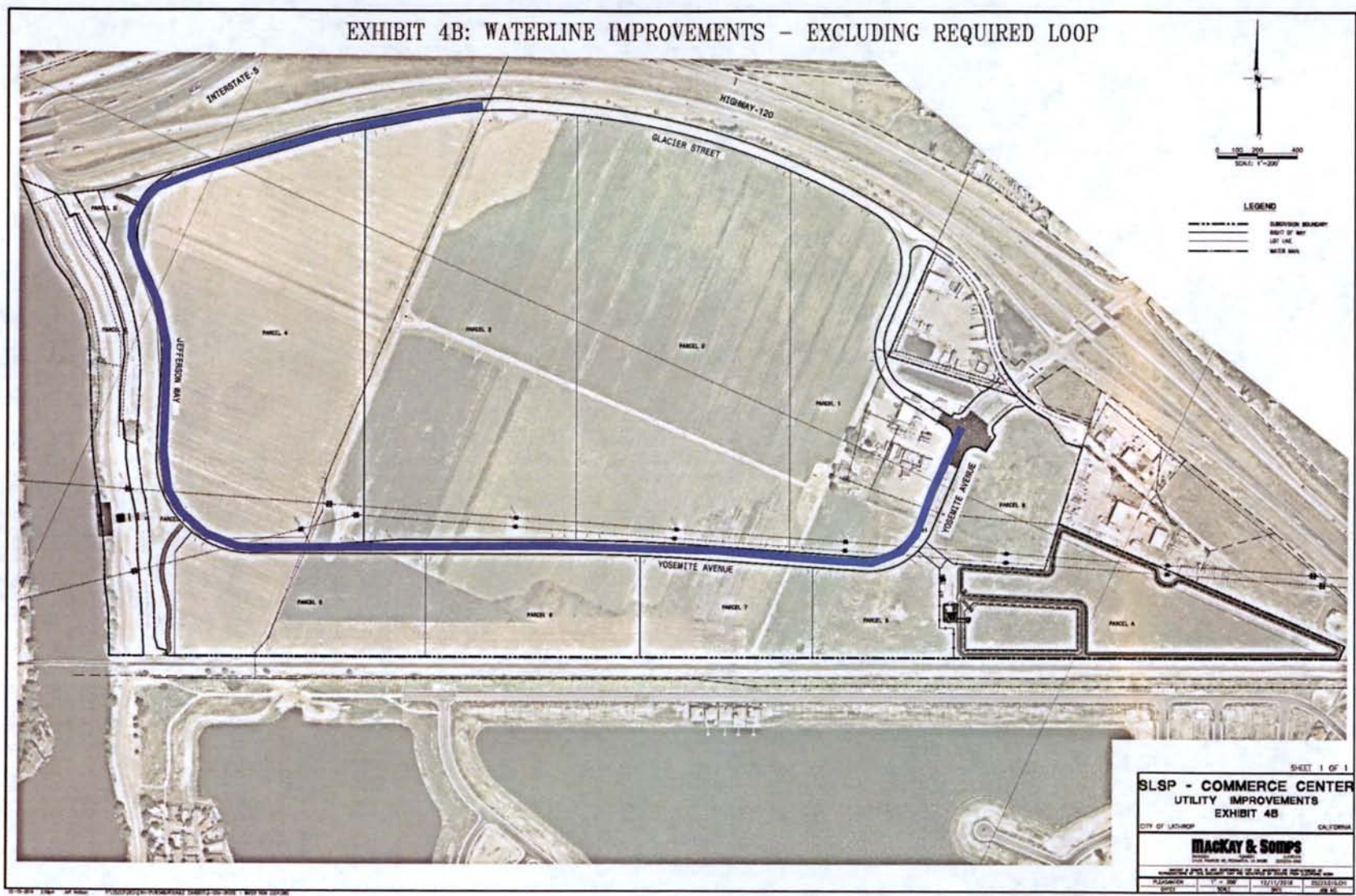


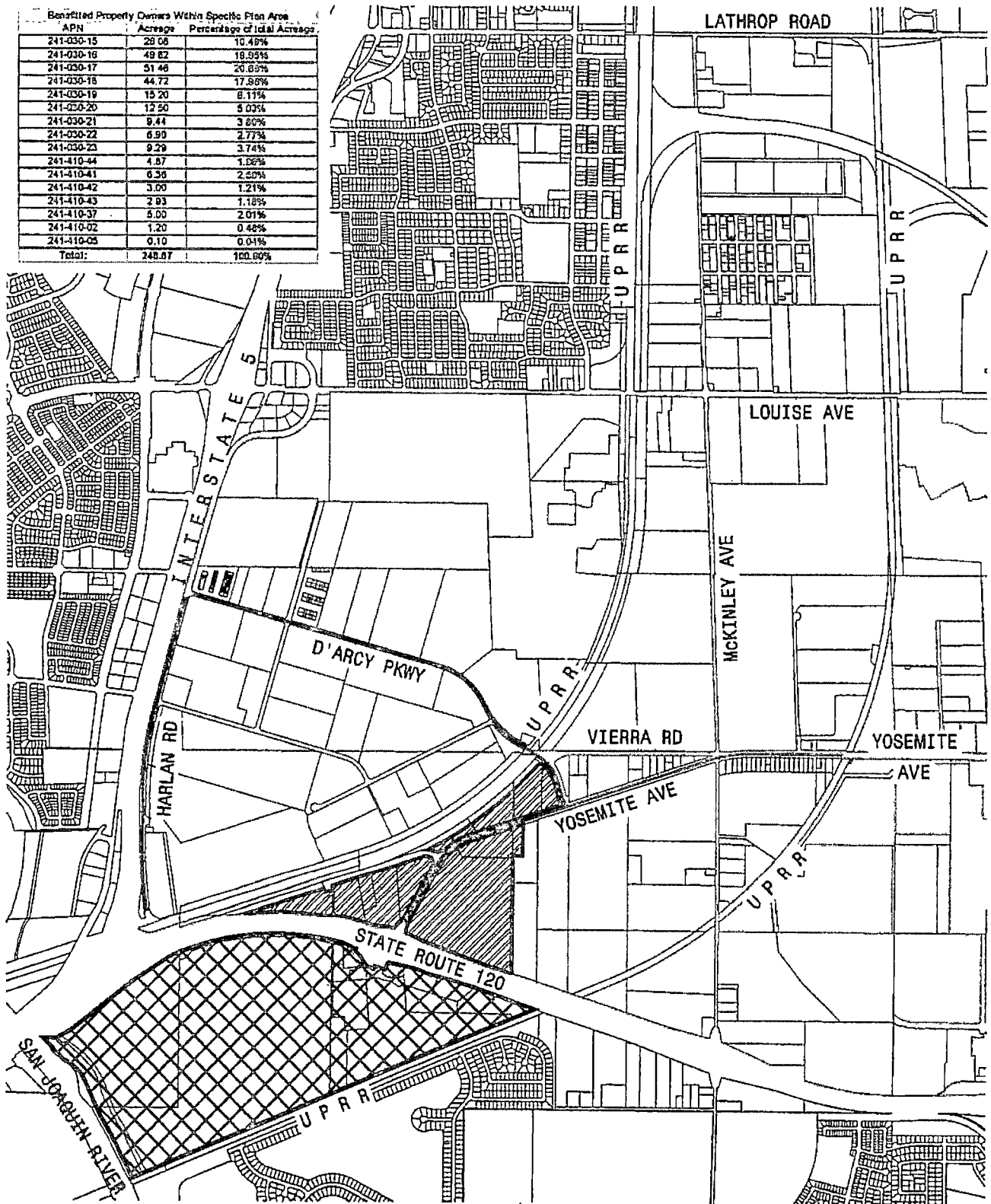




Exhibit 2



REIMBURSEMENT AGREEMENT WITHIN SOUTH LATHROP SPECIFIC PLAN AREA  
 EXHIBIT 5A: BENEFITTED PROPERTY OWNERS - "WATER LOOP"

| Benefitted Property Owners Within Specific Plan Area | APN        | Acreage | Percentage of Total Acreage |
|------------------------------------------------------|------------|---------|-----------------------------|
|                                                      | 241-030-15 | 28.06   | 10.49%                      |
|                                                      | 241-030-16 | 49.82   | 18.55%                      |
|                                                      | 241-030-17 | 51.48   | 20.00%                      |
|                                                      | 241-030-18 | 44.72   | 17.08%                      |
|                                                      | 241-030-19 | 15.20   | 6.11%                       |
|                                                      | 241-030-20 | 12.90   | 5.03%                       |
|                                                      | 241-030-21 | 9.44    | 3.80%                       |
|                                                      | 241-030-22 | 6.90    | 2.77%                       |
|                                                      | 241-030-23 | 9.29    | 3.74%                       |
|                                                      | 241-410-44 | 4.87    | 1.96%                       |
|                                                      | 241-410-41 | 6.36    | 2.50%                       |
|                                                      | 241-410-42 | 3.00    | 1.21%                       |
|                                                      | 241-410-43 | 2.93    | 1.18%                       |
|                                                      | 241-410-37 | 5.03    | 2.01%                       |
|                                                      | 241-410-02 | 1.20    | 0.48%                       |
|                                                      | 241-410-05 | 0.10    | 0.04%                       |
| Total:                                               | 248.67     | 100.00% |                             |



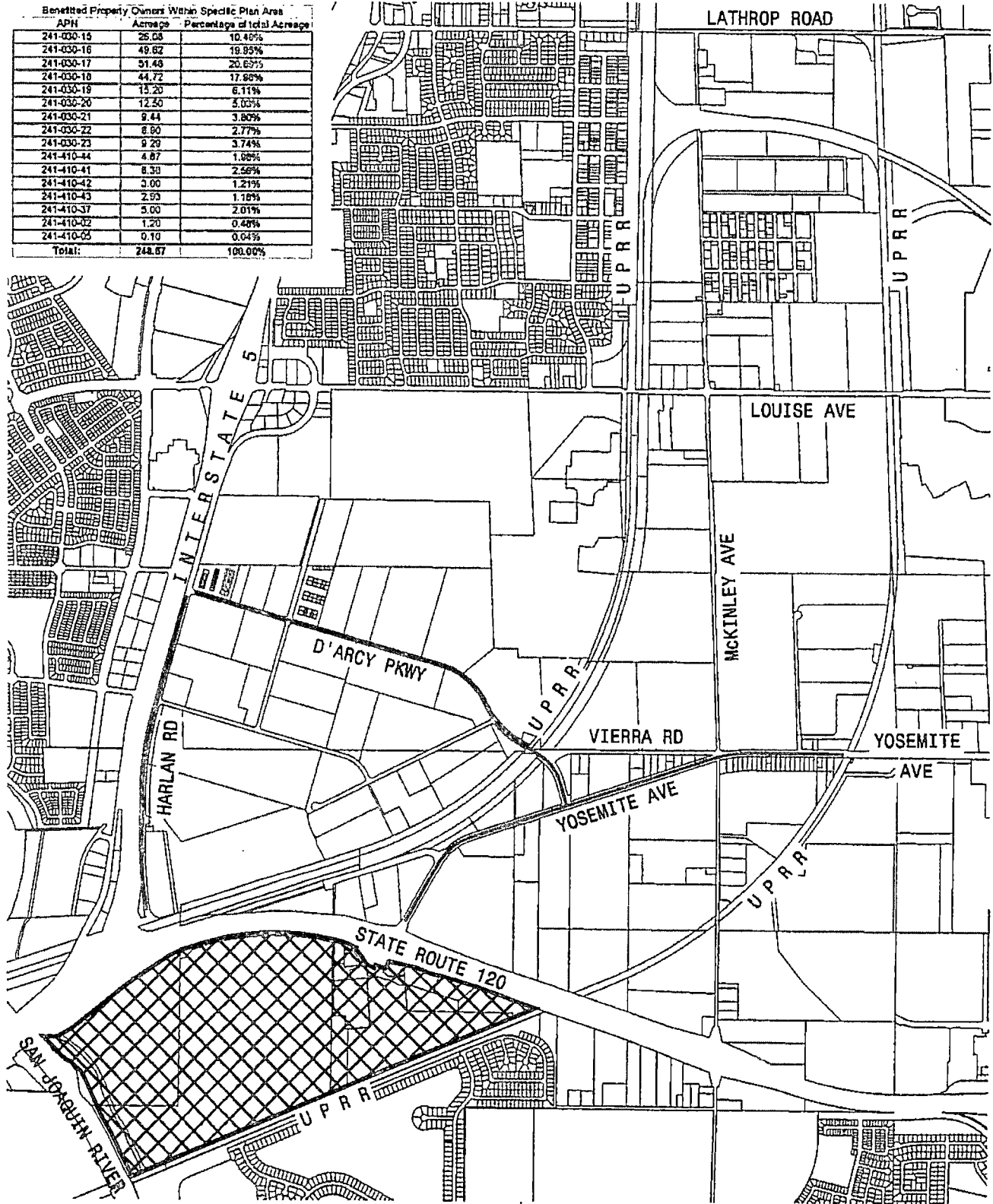
-  SOUTH LATHROP SPECIFIC PLAN
-  LATHROP GATEWAY BUSINESS PARK SPECIFIC PLAN (INCLUDED IN REIMBURSEMENT AGREEMENT FOR PROPERTIES OUTSIDE SLSP)



**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 JOB NO.: 25223.000  
 DATE: 12.06.2018

REIMBURSEMENT AGREEMENT WITHIN SOUTH LATHROP SPECIFIC PLAN AREA  
 EXHIBIT 5B: BENEFITTED PROPERTY OWNERS

| Benefitted Property Owners Within Specific Plan Area |               |                           |
|------------------------------------------------------|---------------|---------------------------|
| APH                                                  | Acres         | Percentage of Total Acres |
| 241-030-15                                           | 25.68         | 10.46%                    |
| 241-030-16                                           | 49.62         | 19.95%                    |
| 241-030-17                                           | 51.46         | 20.67%                    |
| 241-030-18                                           | 44.72         | 17.86%                    |
| 241-030-19                                           | 15.20         | 6.11%                     |
| 241-030-20                                           | 12.50         | 5.03%                     |
| 241-030-21                                           | 9.44          | 3.80%                     |
| 241-030-22                                           | 6.80          | 2.77%                     |
| 241-030-23                                           | 9.29          | 3.74%                     |
| 241-410-44                                           | 4.87          | 1.95%                     |
| 241-410-41                                           | 8.39          | 2.56%                     |
| 241-410-42                                           | 3.00          | 1.21%                     |
| 241-410-43                                           | 2.93          | 1.18%                     |
| 241-410-37                                           | 5.00          | 2.01%                     |
| 241-410-02                                           | 1.20          | 0.48%                     |
| 241-410-05                                           | 0.10          | 0.04%                     |
| <b>Total:</b>                                        | <b>248.87</b> | <b>100.00%</b>            |



 SOUTH LATHROP SPECIFIC PLAN



**MACKAY & SOMPS**  
 ENGINEERS PLANNERS SURVEYORS  
 JOB NO.: 25223.000 DATE: 12.06.2018

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**CITY MANAGER'S REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING**

**ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO  
CONSIDER THE 2020 SJMSCP DEVELOPMENT FEE  
ANNUAL ADJUSTMENT**

**RECOMMENDATION: Council to Consider the Following:**  
**1. Hold a Public Hearing; and**  
**2. Adopt a Resolution Approving an Annual  
Adjustment to the San Joaquin County Multi-  
Species Habitat Conservation and Open Space  
Plan (SJMSCP) Development Fee for 2020.**

---

**SUMMARY:**

On September 26, 2019, the San Joaquin Council of Governments (SJCOG) approved the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees. The development fees were calculated using a formula method which is adjusted annually [Fee = Category A (acquisition) + Category B (assessment & enhancement) + Category C (land management & administration)]. Each component of the formula is adjusted using a specific mechanism which relates to the individual component in the fees. The new fee calculations will become effective on January 1, 2020.

Projects which participate under the SJMSCP benefit from a pre-determined streamlined processing of the project rather than navigating through a very long and cumbersome regulatory process led by local jurisdiction staff outside the habitat plan. By opting for plan participation, the project can choose a number of ways to provide mitigation for the impacts of the project through the plan:

1. Pay a fee;
2. Redesign the project to avoid/minimize impacts;
3. Provide land in lieu of the SJMSCP fee which the project will negotiate the easement/fee title costs; or
4. Any combination of the above options.

Alternatively, the project proponent may choose to not participate in the SJMSCP and fulfill mitigation requirements on their own with state and federal permitting agencies.

Staff recommends adoption of the attached resolution approving an annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fees for 2020.

**CITY MANAGERS REPORT  
 OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
 2020 SJMSCP DEVELOPMENT FEES**

**BACKGROUND:**

On November 6, 2001, the City Council adopted Ordinance No. 01-194, establishing the SJMSCP. The plan established a procedure to mitigate the impacts of new development on undeveloped land within the cities of Lathrop, Escalon, Tracy, Ripon, Manteca, Lodi, Stockton, and San Joaquin County. Each city and the County adopted the SJMSCP and the recommended fee schedule at that time. A Habitat Conservation Map (Attachment 2) identifies those areas within the City of Lathrop that are subject to a specific habitat fee category.

With recommendation from the SJCOG staff, Financial Subcommittee and Habitat Technical Advisory Committee, SJCOG approved the annual adjustment to the development fees on September 26, 2019 and is requesting each participating jurisdiction to adopt the annual adjustment to the SJMSCP development fees. Since its adoption, the developer paid SJMSCP fees have been adjusted annually on January 1<sup>st</sup> of each year. The following table shows the habitat category, the current 2019 fees and proposed 2020 fee adjustments.

The final calculation of the 2020 SJMSCP development fees shows an approximate overall decrease of 4.3% in the Multi-purpose, Agriculture, Natural Habitat, and Vernal Pool classifications from 2019.

Table 1: History of SJMSCP Fees since 2016

| <b>YEAR</b>                 | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020<br/>(Proposed)</b> |
|-----------------------------|-------------|-------------|-------------|-------------|----------------------------|
| Multi-purpose               | \$7,807     | \$8,905     | \$9,701     | \$6,700     | \$6,412                    |
| Agriculture/Natural         | \$15,596    | \$17,808    | \$19,400    | \$13,399    | \$12,822                   |
| Vernal Pool<br>(grasslands) | \$46,869    | \$66,437    | \$72,523    | \$54,576    | \$52,833                   |
| Vernal Pool<br>(wetted)     | \$90,273    | \$109,737   | \$116,871   | \$101,033   | \$100,788                  |

**RECOMMENDATION:**

Staff recommends that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, adopt a resolution approving the annual adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan development fees for 2020.

**CITY MANAGERS REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
2020 SJMSCP DEVELOPMENT FEES**

**PAGE 3**

**FISCAL IMPACT:**


The fee adoption has no fiscal impact to the City. Developers may participate in the SJMSCP plan or opt out and fulfill mitigation requirements with state and federal permitting agencies.

**ATTACHMENT:**

1. Resolution to approve the 2020 San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) development fee.
2. SJMSCP Habitat Conservation Map
3. 2020 Habitat Fee Table

**CITY MANAGERS REPORT  
OCTOBER 14, 2019 CITY COUNCIL REGULAR MEETING  
2020 SJMSCP DEVELOPMENT FEES**


**APPROVALS:**

  
\_\_\_\_\_  
Rick Caguiat  
Principal Planner

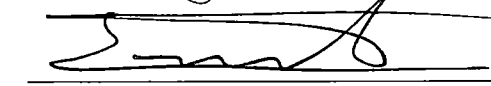
10-3-19  
Date

  
\_\_\_\_\_  
Mark Meissner  
Community Development Director

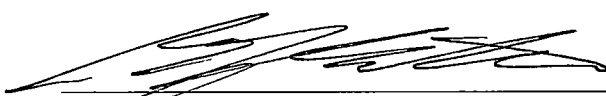
10-3-19  
Date

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

10-4-19  
Date

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

10-7-19  
Date

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

10-7-19  
Date



**RESOLUTION NO. 19 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE THE ANNUAL ADJUSTMENT TO THE SAN JOAQUIN COUNTY MULTI-SPECIES HABITAT CONSERVATION AND OPEN SPACE PLAN (SJMSCP) DEVELOPMENT FEE FOR 2020**

**WHEREAS**, the City Council of the City of Lathrop adopted Ordinance No. 01-194 establishing the authority for collection of a Development Fee for the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) for all new development pursuant to the SJMSCP within the City of Lathrop; and

**WHEREAS**, a "Fee Study" dated July 1, 2001 was prepared which analyzed and identifies the costs, funding, and cost-benefit of the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan; and

**WHEREAS**, the purpose of the SJMSCP development fee is to finance the goals and objectives of the SJMSCP that include, but are not limited to preserve land acquisition, preserve enhancement, land management, and administration that compensate for such lands lost as a result of future development in the City of Lathrop and in San Joaquin County; and

**WHEREAS**, after considering the fee study and the testimony received at the public hearing, the Lathrop City Council approved said report; and further found that the future development in the City of Lathrop will need to compensate cumulative impacts to threatened, endangered, rare and unlisted SJMSCP covered species and other wildlife and compensation for some non-wildlife related impacts to recreation, agriculture, scenic values and other beneficial open space uses; and

**WHEREAS**, an "Updated Fee Study" was prepared in 2006, 2011 and 2016 which analyzed and identified the costs and funding of the SJMSCP; and

**WHEREAS**, the SJMSCP development fees are divided into three categories: Category A - Acquisition; Category B - Enhancement; and Category C - Land Management/Administration; and

**WHEREAS**, the SJMSCP development fees for the different habitat types is shown on Attachment 3 of the staff report; and

**WHEREAS**, to ensure that the SJMSCP development fees keep pace with inflation, annual adjustments are made to the fees based on the method previously adopted by the Lathrop City Council; and

**WHEREAS**, the method of annual adjustments was modified in 2011, in 2016 and again in 2018; and

**WHEREAS**, the 2018 adjustment resulted in a minor change to category "A" with an adjustment to the easement to fee title percentage used in the fee model.

**NOW, THEREFORE, IT IS HEREBY RESOLVED**, by the City Council of the City of Lathrop, as follows:

1. The City Council finds and declares that the purposes and uses of the development fee, and the determination of the reasonable relationship between the fees' uses and the type of development project on which the fees are imposed, are all established in Ordinance No. 01-194, and remain valid, and the City Council therefore adopts such determinations.
2. The 2020 development fee for the three habitat types – natural land and agricultural lands, vernal pool habitat, and multi-purpose open space conversion, shall be as set forth in Attachment 3 of the staff report, incorporated by reference herein.
3. The fee provided in this resolution shall be effective on January 1, 2020, which is at least sixty (60) days after the adoption of this resolution.

The foregoing resolution was passed and adopted this 14<sup>th</sup> day of October 2019, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

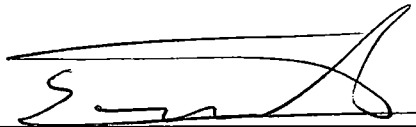
ABSTAIN:

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

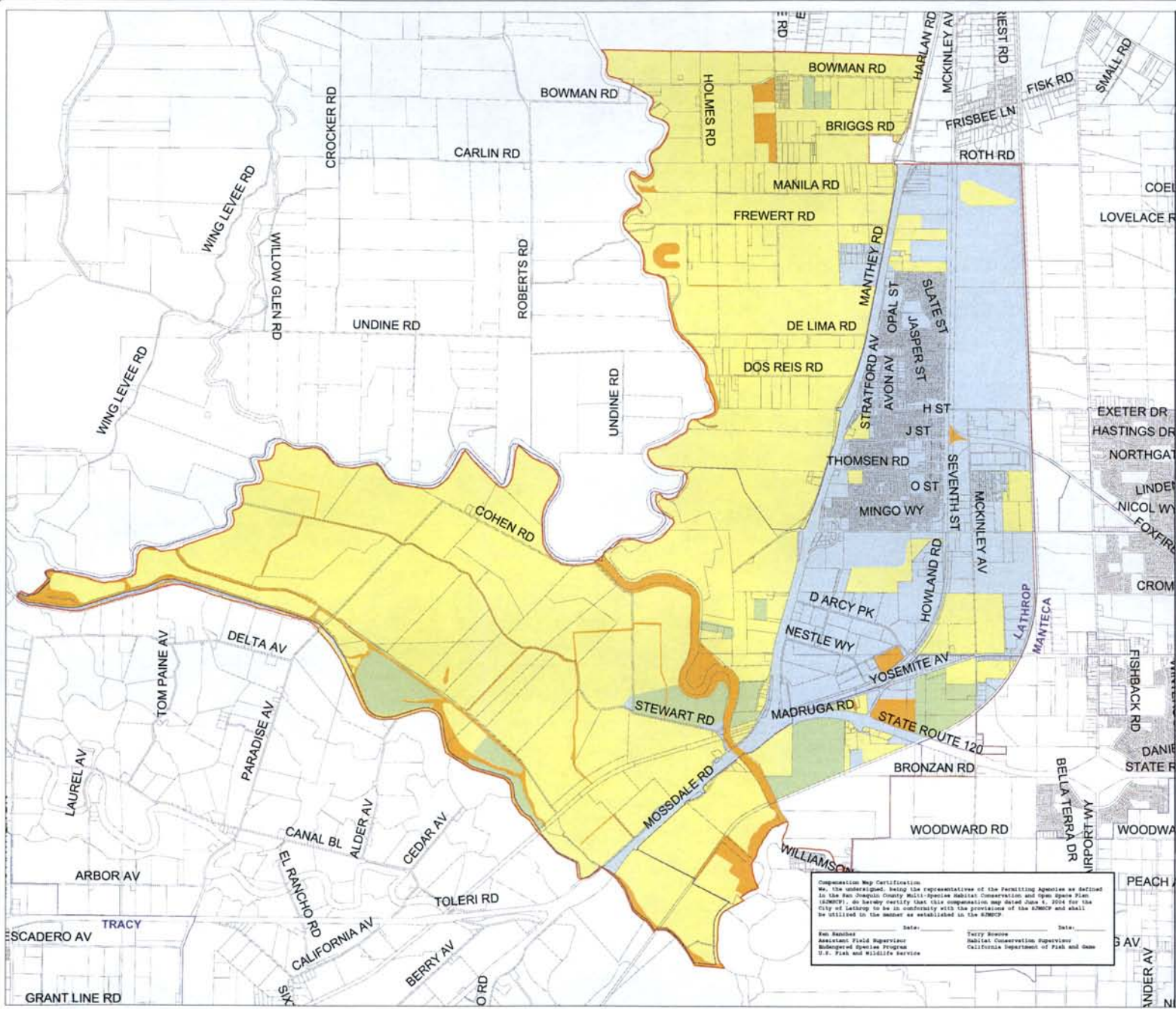
ATTEST:

APPROVED AS TO FORM:

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

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

- LAND CATEGORY / PAY ZONES**
- CATEGORY A  
EXEMPT  
NO PAY ZONE
  - CATEGORY B  
OTHER OPEN SPACES  
PAY ZONE A
  - CATEGORY C  
AG. HABITAT OPEN SPACES  
PAY ZONE B (Agricultural)
  - CATEGORY D  
NATURAL LANDS HABITAT  
PAY ZONE B (Natural)
  - CATEGORY E  
VERNAL POOLS  
PAY ZONE C
  - CATEGORY F  
PRIOR AGREEMENT
- PLANNING AREA BOUNDARY  
URBAN EXPANSION AREA  
CITY LIMITS  
PARCEL LINE



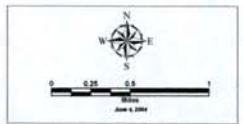
**San Joaquin County Multi-Species Habitat Conservation and Open Space Plan**

Competition Map Certification  
 We, the undersigned, being the representative of the Permitting Agencies as defined in the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SMOCP), do hereby certify that this competition map dated June 1, 2014 for the City of Lathrop to be in conformity with the provisions of the SMOCP and shall be utilized in the manner as established in the SMOCP.

|                                                                                                           |       |                                                                                         |       |
|-----------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------------------|-------|
| San Joaquin<br>Assistant Field Supervisor<br>Endangered Species Program<br>U.S. Fish and Wildlife Service | Date: | Terry Brown<br>Habitat Conservation Supervisor<br>California Department of Park and Rec | Date: |
|-----------------------------------------------------------------------------------------------------------|-------|-----------------------------------------------------------------------------------------|-------|

**CITY OF LATHROP**

San Joaquin Council of Governments  
 292 East Victor Avenue  
 Stockton, CA 95202





SJCOG, Inc.

555 East Weber Avenue • Stockton, CA 95202 • (209) 235-0600 • FAX (209) 235-0438

*San Joaquin County Multi-Species Habitat Conservation & Open Space Plan (SJMSCP)*

Doug Kirdine  
CHAIR

Jesus Andrade  
VICE CHAIR

Andrew T. Chesley  
PRESIDENT

Member Agencies  
CITIES OF  
ESCALON,  
LATHROP,  
LODI,  
MANTECA,  
RIPON,  
STOCKTON,  
TRACY,  
AND  
THE COUNTY OF  
SAN JOAQUIN

**2020 Updated Habitat Fees\***

| Habitat Type             | Fee Per Acre |
|--------------------------|--------------|
| Multi-Purpose Open Space | \$6,412      |
| Natural                  | \$12,822     |
| Agriculture              | \$12,822     |
| Vernal Pool - uplands    | \$52,833     |
| Vernal Pool - wetted     | \$100,788    |

\* Effective January 1, 2020 – December 31, 2020

**2020 Endowment Fees with In-lieu Land\*\***

| Type of Preserve              | Enhancement Cost/acre | Land Management Cost/acre | TOTAL PER ACRE ENDOWMENT |
|-------------------------------|-----------------------|---------------------------|--------------------------|
| Agricultural Habitat Lands    | \$3,831.00            | \$847.22                  | \$4,678.22               |
| Natural Lands                 | \$3,831.00            | \$847.22                  | \$4,678.22               |
| <b>Vernal Pool Habitat</b>    |                       |                           |                          |
| <i>Vernal Pool Grasslands</i> | \$15,274.00           | \$2,580.93                | \$17,854.93              |
| <i>Vernal Pool Wetted</i>     | \$63,915.00           | \$2,533.80                | \$66,448.80              |

\*\* Effective January 1, 2020 – December 31, 2020 in lieu of fees to be used as the endowment for the dedicated land preserves (Category B + C) based on impacted acres.

**VELB Mitigation**

A special fee category shall apply when removal of the Valley Elderberry Long-horned Beetle (VELB) habitat of elderberry shrubs occurs. The fee shall be paid to SJCOG, Inc. or a VELB mitigation bank approved by the Permitting Agencies. The current fee, as established in the VELB Conservation Fund Account managed by the Center for Natural Lands Management, and approved by the USFWS, is \$1,800 per VELB Unit (one unit= one stem over 1" in diameter at ground level which is removed). Fees shall be established by the JPA during preconstruction surveys (i.e., counts of stems to be removed with and without exit holes shall be completed during preconstruction surveys) and shall be paid to the JPA prior to ground disturbance or stem removal, whichever comes first.

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## ITEM 5.3

### CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING

**ITEM:** PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER UNMET TRANSIT NEEDS FOR FY 20-21

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

1. Hold a Public Hearing; and
2. Council to Consider Unmet Transit Needs within the City of Lathrop (Transportation Development Act Requirements for Transit Funds)

---

#### SUMMARY:

State law, as presented in the Transportation Development Act (TDA), requires the San Joaquin Council of Governments (SJCOG) to ensure that reasonable transit needs are met before Local Transportation Funds (LTF) are allocated for non-transit purposes, such as street and roadway projects. If such need exists, a jurisdiction must expend TDA funds to first meet those needs. If no such need exists, the jurisdiction has the option of using these funds for streets and roadway improvements and repairs. Last year's Unmet Transit Needs Report indicated that the City of Lathrop had no unmet transit needs that were reasonable to meet.

In order to continue receiving TDA-derived funds, per TDA requirements the jurisdiction must hold a public hearing to assess its Unmet Transit Needs. The purpose of tonight's public hearing is to solicit comments from the public on the unmet transit needs that may exist within the City and that might be reasonably met.

#### BACKGROUND:

The TDA has two funding components: Local Transportation Funds (LTF) and State Transit Assistance Funds (STA). According to the 1970 census, counties with populations under 500,000 have the option of using some or all of their LTF for roads and streets if an unmet needs process is completed, as long as there are no unmet transit needs that are reasonable to meet. If any such needs are found, the jurisdiction must expend TDA funds to meet those needs before any monies may be spent for road and street purposes. TDA requires the jurisdiction to hold a public hearing on "unmet transit needs" in order to continue receiving TDA derived funds.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**  
**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER UNMET TRANSIT**  
**NEEDS**

The LTF and the STA can be used for three purposes; the funds must be used in the order listed:

- (1) Transit Projects
- (2) Road and Street Projects
- (3) Pedestrian and Bicycle Projects

Examples of projects funded through TDA funds in the City include the Citywide Pavement Maintenance Repair Program, Citywide Traffic Calming, Citywide Sidewalk Repair Program, Lathrop Road Grade Separation, and Thomsen Road Improvements.

The primary use of these funds is for transit related items, and in order to continue receiving TDA funds the City must meet current needs related to transit. Last year, there were no unmet transit needs that were reasonable to meet. Therefore, the City of Lathrop continued with the same level of service currently offered at that time.

The purpose of tonight's public hearing is to solicit comments from the public on the unmet transit needs that may exist within the City and that might be reasonably met. The information obtained will be verified by SJCOG and can be used to direct changes if necessary. For example, in order to meet a reasonable need, a change in stops or schedule times could be made for the existing Regional Transit District systems operated by San Joaquin County.

Any public or Council Member comments that may be offered during the Public Hearing will be forwarded to SJCOG staff to be included, along with comments from throughout the County, in SJCOG's Annual Report entitled, "Analysis and Determination of Unmet Transit Needs for Fiscal Year."

**REASON FOR RECOMMENDATION:**

Per TDA requirements, in order to continue TDA-derived funds, the City must hold a public hearing to assess the City's unmet transit needs.

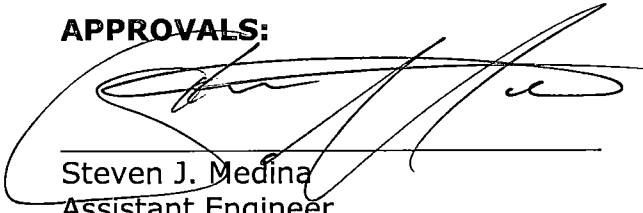
**FISCAL IMPACT:**

None at this time.



**CITY MANAGER'S REPORT  
OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING  
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER UNMET TRANSIT  
NEEDS**

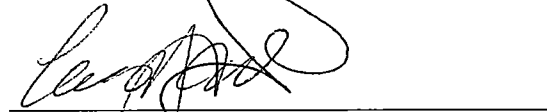
**APPROVALS:**

  
\_\_\_\_\_  
Steven J. Medina  
Assistant Engineer

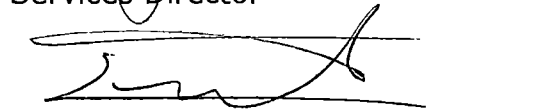
\_\_\_\_\_  
Date 9/25/19

  
\_\_\_\_\_  
Michael King  
Assistant Public Works Director

\_\_\_\_\_  
Date 9-25-19

  
\_\_\_\_\_  
Cari James  
Finance & Administrative  
Services Director

\_\_\_\_\_  
Date 9/25/19

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

\_\_\_\_\_  
Date 9-25-19

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

\_\_\_\_\_  
Date 9.26.19

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## ITEM 5.4

### **CITY MANAGER'S REPORT OCTOBER 14, 2019, CITY COUNCIL REGULAR MEETING**

**ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ORDINANCE REPEAL AND REPLACE LATHROP MUNICIPAL TO TITLE 15 (BUILDING AND CONSTRUCTION) TO INCORPORATE THE 2019 CALIFORNIA BUILDING STANDARDS CODE**

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

- 1. Hold a Public Hearing; and**
- 2. Introduction and First Reading of an Ordinance to Repeal and Replace Lathrop Municipal Code Title 15 (Building and Construction) to Incorporate the 2019 California Building Standards Code**

---

#### **SUMMARY:**

Every three years, the State of California Building Standards Commission (CBSC) adopts new construction regulations substantially based on nationally published model codes. Collectively, these State regulations are known as the California Code of Regulations (CCR), Title 24. On July 1, 2019, the CBSC published the 2019 edition of the California Building Standards Code. The 2019 California Building Standards Code will apply to any building or structure for which an application for a building permit is made on or after January 1, 2020.

The State of California allows local municipalities to modify the state adopted building standards to make them more restrictive (not less), provided findings are made that the proposed modifications are necessary due to special local climatic, geological, or topographical conditions that affect the health, welfare, and safety of residents. The ordinance which is being recommended to the City Council does not include amendments that require local climatic, geological, or topographical findings in the City of Lathrop.

The construction regulations contained in the 2019 California Building Standards Code govern building, electrical, plumbing, mechanical, and other aspects of building construction. These codes are revised every three years to reflect new technologies and enhance life-safety and property protection.

#### **BACKGROUND:**

The California Building Standards Commission (CBSC) publishes editions of the California Code of Regulations (CCR), Title 24, every three years commonly known as the California Building Standards Code. On July 1, 2019, the CBSC published the 2019 edition of the California Building Standards Code.

**CITY MANAGER'S REPORT** **PAGE 2**  
**OCTOBER 14, 2019 CITY COUNCIL MEETING**  
**REPEAL AND REPLACE LMC TITLE 15 (BUILDING AND CONSTRUCTION) TO**  
**INCORPORATE THE 2019 CALIFORNIA BUILDING STANDARDS CODE**

The 2019 California Building Standards Code will apply to any building or structure for which an application for a building permit is made on or after January 1, 2020.

The State of California allows local municipalities to modify the state adopted building standards to make them more restrictive (not less), provided findings are made that the proposed modifications are necessary due to local climatic, geological, or topographical conditions that can affect the health, welfare and safety of residents.

**REASON FOR RECOMMENDATION:**

Approval of the Ordinance will ensure consistency of the City of Lathrop's Building, Electrical, Mechanical, Plumbing, Historical building and Existing Building Codes with state standards and ensure that City codes provide additional protection of the health, welfare, and safety of residents required due to local climatic, geological, and topographical conditions.

**FISCAL IMPACT:**

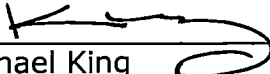
No fiscal impact.

**ATTACHMENTS:**

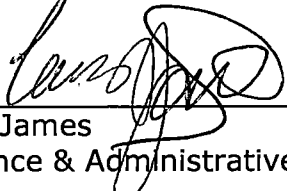
- A. Ordinance of the City Council of the City of Lathrop to Repeal and Replace Title 15 (Building and Construction) to Incorporate the 2019 California Building Standards into the Lathrop Municipal Code

**CITY MANAGER'S REPORT** **PAGE 3**  
**OCTOBER 14, 2019 CITY COUNCIL MEETING**  
**REPEAL AND REPLACE LMC TITLE 15 (BUILDING AND CONSTRUCTION) TO**  
**INCORPORATE 2019 CALIFORNIA BUILDING STANDARDS CODE**


**APPROVALS**

  
\_\_\_\_\_  
Michael King  
Assistant Director of Public Works


10-7-19  
Date

  
\_\_\_\_\_  
Cari James  
Finance & Administrative & Services Director

10/7/19  
Date

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

10-3-19  
Date

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

10.7.19  
Date

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO REPEAL AND REPLACE TITLE 15 ("BUILDING AND CONSTRUCTION") TO INCORPORATE THE 2019 CALIFORNIA BUILDING STANDARDS INTO THE LATHROP MUNICIPAL CODE**

**WHEREAS**, Chapter 4 of Part 2.5 of Division 13 of the California Health and Safety Code, commencing with Section 18935, establishes a process for the California Building Standards Commission to develop, adopt and implement a statewide California Building Standards Code; and

**WHEREAS**, Section 17922 of the California Health and Safety Code provides that such standards shall be adopted by reference except for any additions made by the State Department of Community Development and shall impose substantially the same requirements as uniform codes identified in subdivision (a) of Section 17922; and

**WHEREAS**, subdivision (c) of Section 17922 of the California Health and Safety Code provides that local use zone requirements, local fire zones, building setback, side and rear yard setback requirements and property line requirements are left entirely to local jurisdictions; and

**WHEREAS**, Section 17958 of the California Health and Safety Code provides that any City may change provisions adopted pursuant to Section 17922 if such changes impose the same requirements as those imposed pursuant to Section 17922 after making express findings pursuant to Section 17958.5 and 17958.7 however if a city does not make changes then the California Building Standards Code becomes effective in such city 180 days after publication of the California building Standards Code by the California Building Standards Commission; and

**WHEREAS**, Section 17958.5 of the California Health and Safety Code provides that except for certain noise standards set forth in Section 17922.6, a city may change the requirements of the California Building Standards Code including but not limited to green building standards as it determines are reasonably necessary based on local climatic, geological or topological conditions but only pursuant to Section 17958.7; and

**WHEREAS**, pursuant to Section 17958.7 of the California Health and Safety Code, a city may make such local changes but only if it makes the express findings regarding local climatic, geological and or topographical conditions and files same with the California Building Standards Commission; and

**WHEREAS**, administrative amendments and amendments to provisions not regulating buildings used for human habitation do not require findings; and

**WHEREAS**, this ordinance does not require CEQA review because pursuant to subdivision (b) (3) of Section 15061 of the CEQA Guidelines (14 CCR 15061), CEQA applies only to projects which have the potential for causing a significant effect on the environment; and

**WHEREAS**, because it can be seen with certainty that there is no possibility that the adoption of these codes may have a significant effect on the environment, the adoption of the ordinance is not subject to CEQA.

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

**Section 1:**

Chapters 15.00, 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.16, 15.18, 15.20, 15.22, 15.24, of the City of Lathrop Municipal Code are hereby repealed in their entirety.

**Section 2:**

Chapters 15.00, 15.02, 15.04, 15.06, 15.08, 15.10, 15.12, 15.14, 15.18, 15.20, 15.22 and 15.24 of the City of Lathrop Municipal Code are adopted to read in full as follows:

**Chapter 15.00 SCOPE AND ADMINISTRATION Adopted**

15.00.010 Adoption by reference

15.00.020 Application to City

15.00.030 Local amendments to the 2019 CBC

**15.00.010 Adoption by reference.**

- A. The "2019 California Building Code (CBC)" (Part 2 of the Title 24 of the California Code of Regulations), Chapter 1, Division II-Scope and Administration is adopted by reference and shall apply to all the 2019 California Building Standards Code and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.00.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**15.00.030 Omissions, amendments, and additions to the 2019 CBC**

- A. *Section 113 of the 2019 California Building Standards Code (Board of Appeals) as is adopted by the City of Lathrop be amended to read as follows:*

**"Section 113 BOARD OF APPEALS**

- 113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application or interpretations of City of Lathrop Municipal Code, Title 15, there shall be and is hereby created a Building Life Safety Appeals Board, hereafter known also as the Local Appeals Board, consisting of members qualified by experience and/or training as set forth in 15.00.130(C) to pass upon matters pertaining to building construction, building service equipment, property maintenance, housing standards and fire regulations and who are

not employees of the City. The Building Official shall be an ex officio member and shall act as secretary to the Local Appeals Board relative to appeals for City of Lathrop Municipal Code, Title 15, except as to the Fire Code and the Fire Chief shall be an ex officio member and shall act as secretary to the board relative to appeals for the Fire Code. The Local Appeals Board shall be appointed by the City Manager. The Board may adopt rules of procedure for conducting its business and shall render all decisions in writing to the appellant with a duplicate copy to the Building Official or the Fire Chief as is appropriate. Appeals to the Local Appeals Board shall be processed in accordance with the provisions and procedures contained in Title 15 of this Code.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted there under have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.3 Qualifications. The Local Appeals Board shall consist of five individuals, one from each of the following:

- (1) A retired or currently active registered design professional with architectural or structural engineering experience or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in responsible charge of work.
- (2) A person with experience in dealing with the disabled community or who has been a community advocate for the disabled community or is a disabled person with a minimum of 5 years' experience in the area of disabled access requirements.
- (3) A retired or currently active registered design professional with mechanical and plumbing engineering experience or a mechanical contractor or a plumbing contractor with at least ten years' experience, five of which shall have been in responsible charge of work.
- (4) A retired or currently active registered design professional with electrical engineering experience or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

A retired or currently active registered design professional with fire protection engineering experience or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

113.4 Alternate members. The governing body shall appoint two alternate members who shall be called by the board chairperson to hear appeals during the absence or disqualification of a member. Alternate members shall possess the qualifications required for board membership.

113.5 Chairperson. The board shall annually select one of its members to serve as chairperson.



- 113.6 Disqualification of member. A member shall not hear an appeal in which that member has a personal, professional or financial interest.
- 113.7 Appeals. Any person, firm or corporation may register an appeal with the Local Appeals Board for review of any decision of the Building Official about Title 15, provided that the Appeal is made in writing within 30 days of receipt of notice and is accompanied with the administrative fee specified in the City's fee schedule for an appeal. All appeals where notices declaring structures or equipment "Dangerous" must be submitted within ten (10) days of receipt of notice.
- 113.8 Conditions. Any person shall be permitted to appeal a decision of the Building Official or Fire Chief to the Local Appeals Board when it is claimed that any one more of the following conditions exists.
- (1) The true intent of Title 15, as described in those codes has been incorrectly interpreted.
  - (2) A provision in Title 15 does not apply.
  - (3) A decision is arbitrary as it applies to alternatives, new materials or interpretations of this Title 15.
  - (4) Request for appeals action ratification. For the purposes of this chapter, "Request for Ratification" shall mean actions required under California Building Code Division I Section 1.9.1.5. A written request by the Building Official that the Board approve a proposed solution based upon a finding of "unreasonable hardship" as that term is used in Title 24 of the California Code of Regulations.
  - (5) The Board must have approved a Request for Ratification, prior to the approval of plans or issuance of a permit, which requires a finding of unreasonable hardship from an appeal to the Building Official.
  - (6) The Building Official shall place any appeal consisting of a request for ratification to determine an unreasonable hardship on the Board's Agenda in compliance with provisions contained in *Section 104 of the 2019 California Building Standards Code "Duties and Powers of Building Official"*
- 113.9 Decisions. The Board shall not render any decision allowing a proposed design solution unless, after the hearing, it finds on the basis of substantial evidence that:
- (1) The proposed design is satisfactory and complies with the intent of this chapter; and
  - (2) The proposed design meets the requirements of Title 24.

- (3) Board decisions overruling the Building Official's decisions shall require four votes. Board decisions ratifying the Building Official's requests for ratification shall require three (3) votes.
  - (4) Should the Board render a decision contrary to that of the Building Official, then the decision of Board shall be deemed the decision of the Building Official or Fire Chief.
- 113.10 Decisions Findings and Order.
- (1) The decision of the Board shall be final and conclusive.
  - (2) The findings and order of the Board shall include the following notice:
    - Notice to Parties: The time within which judicial review must be sought to review this decision is governed by the provisions of California Code of Civil Procedure Section 1094.6.

**Chapter 15.02 CALIFORNIA ADMINISTRATIVE CODE ADOPTED**

- 15.02.010 Title
- 15.02.020 Adoption by reference
- 15.02.030 Application to City

**15.02.010 Title**

This title shall be known and may be cited as the "Lathrop Building Standards Code" or "LBSC." The Lathrop Building Standards Code consists of the California Building Standards Code, as codified in Title 24 of the California Code of Regulations.

**15.02.020 Adoption by reference.**

The "2019 California Administrative Code" (Part 1 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.02.030 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.04 CALIFORNIA BUILDING CODE ADOPTED**

- 15.04.010 Adoption by reference
- 15.04.020 Application to City
- 15.04.030 Local amendments to the 2019 CBC Appendix J

**15.04.010 Adoption by reference.**

- B. The "2019 California Building Code (CBC)" (Part 2 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### C. Adoption of certain 2019 CBC Appendix Chapters

The following Chapters and Appendix of the 2019 California Building Code are adopted by the City of Lathrop, as amended by section 15.04.030 of this Chapter:

- Appendix J (Grading)
- Appendix H (Signs)

The remaining Appendix's are not adopted

#### **15.04.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

#### **15.04.030 Omissions, amendments, and additions to the 2019 CBC Appendix J**

##### A. Section J101 (General) shall be amended as follows:

**"J101.1 Scope.** The provisions of this chapter apply to grading, excavation and earthwork construction, including sills and embankments in the City of Lathrop except in Reclamation District 2062. Where conflicts occur between the technical requirements of this chapter and the geotechnical report the geotechnical report shall govern. "

### **Chapter 15.06 CALIFORNIA RESIDENTIAL CODE ADOPTED**

15.06.010 Adoption by reference

15.06.020 Application to City

#### **15.06.010 Adoption by reference**

A. The "2019 California Residential Code (CRC)" (Part 2.5 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

##### B. Adoption of certain 2019 CRC Appendix Chapters

The following Chapters and Appendix of the 2019 California Residential Code are adopted by the City of Lathrop.

- Appendix H (Patio Covers)
- Appendix J (Existing Buildings and Structures)
- Appendix K (Sound Transmission)

The remaining Appendix's are not adopted

#### **15.06.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Building Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **Chapter 15.08 CALIFORNIA ELECTRICAL CODE ADOPTED**

15.08.010 Adoption by reference

15.08.020 Application to City

### **15.08.010 Adoption by reference**

The "2019 California Electrical Code (CEC)" (Part 3 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### **15.08.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Electrical Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **Chapter 15.10 CALIFORNIA MECHANICAL CODE ADOPTED**

15.10.010 Adoption by reference

15.10.020 Application to City

### **15.10.010 Adoption by reference.**

The "2019 California Mechanical Code (CMC)" (Part 4 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### **15.10.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Mechanical Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **Chapter 15.12 CALIFORNIA PLUMBING CODE ADOPTED**

15.12.010 Adoption by reference

15.12.020 Application to City

### **15.12.010 Adoption by reference.**

- A. The "2019 California Plumbing Code (CPC)" (Part 5 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

No Appendix's are adopted

### **15.12.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Plumbing Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **Chapter 15.14 CALIFORNIA ENERGY CODE ADOPTED**

15.14.010 Adoption by reference

15.14.020 Application to City

**15.14.010 Adoption by reference.**

- A. The "2019 California Energy Code (CEC)" (Part 6 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

**15.12.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Energy Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.18 CALIFORNIA FIRE CODE ADOPTED**

15.18.010 Adoption by reference

15.18.020 Application to City

**15.18.010 Adoption by reference.**

- A. The "2019 California Fire Code (CFC)" (Part 9 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.
- B. Adoption of certain 2019 CFC Appendix Chapters

The following Appendix of the 2019 California Fire Code are adopted by the City of Lathrop:

- Appendix B (Fire-Flow Requirements for Buildings)
- Appendix C (Fire Hydrant Locations and Distribution)
- Appendix D (Fire Apparatus Access Roads)

The remaining Appendix's are not adopted

**15.18.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Fire Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

**Chapter 15.20 CALIFORNIA EXISTING BUILDING CODE ADOPTED**

15.20.010 Adoption by reference

15.20.020 Application to City

**15.20.010 Adoption by reference.**

- A. The "2019 California Existing Building Code (CEBC)" which includes "California Historical Code" & "California Reference Standards" (Part 8, 10 and 12 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### **15.20.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Existing Building Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **Chapter 15.22 CALIFORNIA GREEN BUILDING CODE ADOPTED**

15.22.010 Adoption by reference

15.22.020 Application to City

### **15.22.010 Adoption by reference.**

- A. The "2019 California Green Building Code (CGBC)" (Part 11 of the Title 24 of the California Code of Regulations) is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### **15.22.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Green Building Code for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **Chapter 15.24 CALIFORNIA HOUSING CODE ADOPTED**

15.24.010 Adoption by reference

15.24.020 Application to City

15.04.030 Local amendments to the 2018 IPMC

### **15.24.010 Adoption by reference.**

- A. The "2018 International Property Maintenance Code (IPMC)" is adopted by reference and made part of the Municipal Code of the City of Lathrop as if fully set forth herein.

### **15.24.020 Application to City**

The name "City of Lathrop" is inserted in any and all blank spaces provided in the California Fire Code and Appendices for the name of the city adopting such code, and wherever the word "City" as "Jurisdiction" appears in the code or is otherwise used, it shall mean and refer to the City of Lathrop.

## **15.24.030 Omissions, amendments, and additions to the 2018 IPMC**

*Chapter 1 Scope and Administration*

*Add: Section [A] 108.8 (Substandard Building). As defined in Health and Safety Code Section 17922.*

*Chapter 2 Definitions*

*Add: Section 202 Substandard Building. As defined in Health and Safety Code Section 17902.3*

**Section 3.** 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 4. Severability.** If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

**Section 5. Effective Date.** This ordinance shall take effect thirty (30) days after passage thereof.

**Section 6. Publication.** This ordinance shall be published in accordance with the provisions of Government Code Section 36933 of the Government Code.

**THIS ORDINANCE** was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the **14th day of October 2019**, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the \_\_\_\_ day of \_\_\_\_\_ 2019, by the following vote, to wit:

AYES:

NOES:

ABSENT:

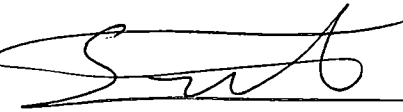
ABSTAIN:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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