

August 8, 2022 – City Council Regular Meeting – 7:00 p.m.



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

City Council

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

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Michael King, Assistant City Manager
Teresa Vargas, Government Services
Director / City Clerk
Brad Taylor, City Engineer
Tony Fernandes, Information Systems Director
Cari James, Finance Director
Theresa Roland, Human Resources Director
Mark Meissner, Community Development
Director
Todd Sebastian, Parks, Recreation and
Maintenance Services Director
Raymond Bechler, Chief of Police

General Order of Business

1. Preliminary
 - Call to Order
 - Closed Session
 - Roll Call
 - Invocation
 - Pledge of Allegiance
 - Announcements by Mayor/City Mgr.
 - Informational Items
 - Declaration of Conflict of Interest
2. Presentations
3. Citizen's Forum
4. Consent Calendar
5. Scheduled Items
 - Public Hearings
 - Appeals
 - Referrals and Reports from Commissions and Committees
 - All Other Staff Reports and/or Action Items
 - Study Sessions
6. Council Communications
7. Adjournment

Order of Discussion

Generally, the order of discussion after introduction of an item by the Mayor will include comments and information by staff followed by City Council questions and inquiries. The applicant, or their authorized representative, or interested residents, may then speak on the item; each speaker may only speak once to each item. At the close of public discussion, the item will be considered by the City Council and action taken.

Consent Calendar

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



AUGUST 8, 2022 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

IMPORTANT NOTICE REGARDING THIS MEETING & COVID-19

Executive Order N-29-20, issued by the Governor on March 17, 2020, set provisions which relaxed the teleconferencing requirements of the Brown Act to facilitate virtual meetings during the COVID-19 declared emergency, said provisions expired after September 30, 2021.

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. COVID-19 and social distancing guidelines will be enforced. As a courtesy, this meeting will be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1602472477?pwd=Vm54dHNOYmFvU3BaY05JQ3E1Rlp3QT09>

- ✦ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please "raise the hand" feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✦ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
 - To request to speak (same as the "raise hand" feature) press *9 / When the City Clerk calls your name, press *6 to unmute.
- ✦ Meeting Webinar ID: 160 247 2477 / Passcode: 076878
- ✦ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✦ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✦ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

Council Meetings are live-streamed (with Closed Captioning) on Comcast Cable Channel 97, and on the City Council Webpage: <https://www.ci.lathrop.ca.us/citycouncil/page/live-stream>

Addressing the Council

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

Citizen's Forum

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

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for Councilmembers simultaneously email: citycouncil@ci.lathrop.ca.us. This City Council Agenda and meeting materials can be accessed by computer or any smart device at: <https://www.ci.lathrop.ca.us/meetings>

General Information

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

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

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

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 8, 2022
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

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

RECONVENE

1.2.2 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 – None

3. CITIZEN'S FORUM

Any person desiring to speak on a matter, which is not scheduled on this agenda, may do so under Citizen's Forum. Please submit a purple speaker card to the City Clerk prior to the commencement of Citizen's Forum. Only those who have submitted speaker cards, or have expressed an interest to speak, prior to the

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

4. CONSENT CALENDAR

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES
Approve Minutes for the Regular Council Meeting of July 11, 2022
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 22-438 OF THE CITY OF LATHROP APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND CENTRAL CALIFORNIA GREENS, INC. (DA-22-81)
Waive Full Reading and Adopt Ordinance 22-438 by Title Only to Approve the Development Agreement between the City of Lathrop and Central California Greens, Inc. (DA-22-81)
- 4.4 COMPLETE ANNUAL PERFORMANCE REVIEW PROCESS FOR CITY MANAGER AND CITY ATTORNEY
Adopt Resolution Approving Amendment Number Three to the City Manager Employment Agreement, Amendment Number Two to the City Attorney Employment Agreement, and Related Budget Amendment
- 4.5 RATIFICATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT CIP GG 21-11
Adopt Resolution Ratifying the City Manager's Action to Execute Amendment No. 1 to the Agreement with Trident K-9 Consulting to Purchase a Third K-9 and Provide Handler's Course to the Additional K-9 Team for the Lathrop Police Department CIP GG 21-11

- 4.6 APPROVE AMENDMENT NO. 1 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES
Adopt Resolution Approving Amendment No. 1 with Robert Half International, Inc. to Provide Professional Services Associated with EnerGov Implementation
- 4.7 APPROVE AMENDMENT NO. 3 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, CONTRACT CHANGE ORDER NO. 4 WITH COMMERCIAL PUMP & MECHANICAL, INC., AND RELATED BUDGET AMENDMENT FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37
Adopt Resolution Approving Amendment No. 3 with Luhdorff & Scalmanini Consulting Engineers, Contract Change Order No. 4 with Commercial Pump & Mechanical, Inc., and Related Budget Amendment for the Well 10 Testing, Analysis and Modifications, Capital Improvement Project PW 22-37
- 4.8 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DARRYL ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND MAPPING SERVICES
Adopt Resolution Approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to Provide On-Call Land Survey and Mapping Services
- 4.9 APPROVE TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO CONTINUE THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT
Adopt Resolution Approving Task Order No. 10 with Crane Transportation Group to Continue the Preparation of the 2022 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment
- 4.10 APPROVE PURCHASE OF STREETLIGHTS FOR INSTALLATION ON LOUISE AVENUE FOR THE LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT GG 21-15
Adopt Resolution Approving the Purchase of Twelve (12) Single Decorative Street Lights and Twenty-Four (24) Twin Decorative Streetlights for the Louise Avenue and Lathrop Road Landscape Improvement Project, Capital Improvement Project, GG 21-15
- 4.11 APPROVE PARCEL MAP 21-03 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT LOCATED AT 1520 LATHROP ROAD
Adopt Resolution Approving Parcel Map 21-03 and Subdivision Improvement Agreement with Scannell Properties #478, LLC for the Scannell Properties Industrial Project Located at 1520 Lathrop Road
- 4.12 ACCEPT PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2020-41

Adopt Resolution Accepting Public Improvements and Sidewalk Easement for the Duke Realty Development Located at 16825 Murphy Parkway and Authorize the Release of Bonds Associated with Encroachment Permit No. 2020-41

- 4.13 AWARD CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. FOR CORPORATION YARD REMODELING - FUEL TANK FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13

Adopt Resolution Awarding a Construction Contract to Sinclair General Engineering Construction Inc. for the Corporation Yard Remodeling – Fuel Tank Footings, Capital Improvement Project GG 21-13

- 4.14 AWARD CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVE RELATED BUDGET AMENDMENT

Adopt Resolution Awarding Construction Contract with George Reed, Inc. for CIP PS 22-45 Fiscal Year 2022/23 Road Maintenance and Rehabilitation Project and Approving Related Budget Amendment

RIVER ISLANDS CONSENT ITEM(S)

- 4.15 CREATE CAPITAL IMPROVEMENT PROJECT RW 23-02 FOR RECYCLED WATER OPERATIONS AND PERMITTING AND APPROVE AMENDMENT NO. 1 WITH WOODARD & CURRAN, INC. AND RELATED BUDGET AMENDMENT

Adopt Resolution Approving the Creation of Capital Improvement Project RW 23-02 for Recycled Water Operations and Permitting and Approving Amendment No. 1 with Woodard & Curran and Related Budget Amendment

- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE FOR THE BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, CIP PK 22-40

Adopt Resolution Accepting Public Improvements Constructed by Westside Landscape & Concrete, Inc. for the Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING TITLE 9 “PUBLIC PEACE AND WELFARE” OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED “PROPERTY AND EVIDENCE”

The City Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduction of an Ordinance Amending Title 9 “Public Peace and Welfare” of the Lathrop Municipal Code by Adding New Chapter 9.24 Titled “Property and Evidence”

- 5.2 APPOINTMENT OF VOTING DELEGATE/ALTERNATE FOR 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
Approve Appointment of the City's Voting Delegate and Alternate for the 2022 League of California Cities Annual Conference, September 7-9, 2022
- 5.3 REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS AT BROOKHURST BLVD AND GOLDEN SPIKE TRAIL
Council to Consider Options for Roundabout Improvements at Brookhurst Blvd and Golden Spike Trail

6. COUNCIL COMMUNICATIONS

- 6.1 COUNCILMEMBER DIALLO REFERRAL – Discuss Distribution of American Rescue Plan Act (ARPA) Funds
- 6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)
- *Central Valley Executive Committee/LOCC (Akinjo/Diallo)*
 - *Council of Governments (Lazard/Diallo)*
 - *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)*
 - *LAFCo (Diallo)*
- 6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director/City Clerk

ITEM 4.2

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 11, 2022
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 5:04 p.m. The Regular Meeting reconvened at 7:06 p.m.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:04 p.m.

1.2 CLOSED SESSION

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

- City Manager
- City Attorney

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

- 2 Potential Case(s)

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:06 p.m.

1.2.3 REPORT FROM CLOSED SESSION

Mayor Dhaliwal directed Government Services Director / City Clerk (City Clerk) Teresa Vargas to provide report from Closed Session regarding Item 1.2.1. Ms. Vargas stated that the City Council met in Closed Session regarding the performance evaluations of the City Manager and City Attorney. The City Council decision was unanimous, direction was provided to appropriate funds for a 6% salary increase for the City Manager and a 5% salary increase for the City Attorney.

City Attorney Salvador Navarrete reported that direction was provided in regards to Item 1.2.2; no other reportable action taken.

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

Absent: None

1.4 INVOCATION – Pastor Don Britton, Grace Community Church, provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Pastor Britton led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Manager Stephen Salvatore provided an overview of current road closures and roadwork activity.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Vice Mayor Lazard declared a conflict of interest with Items 4.11 and 4.12, due to her employment with Dell’Osso Farms. Councilmember Diallo declared a conflict of interest with Items 4.11 and 4.12, due to an agreement with the River Islands Development. Councilmember Torres-O’Callaghan declared a conflict of interest with Item 5.4, due to her place of residence within the Mossdale area.

2. PRESENTATIONS

2.1 RECOGNITION OF THE LATHROP HIGH SCHOOL BOYS VOLLEYBALL TEAM

Mayor Dhaliwal presented a plaque to the Lathrop High School Boys Volleyball Team and a certificate of recognition to Coach Toa Fa’ali’I for the Lathrop High School Boys Volleyball Team’s 15-0 undefeated season in the Boys Varsity Western Athletic Conference Championship.

2.2 FRONTIER COMMUNICATIONS PRESENTATION PROVIDED BY DOUGLAS MCALLISTER, VICE PRESIDENT, EXTERNAL AFFAIRS

Douglas McAllister, Vice President with Frontier Communications provided the presentation, which included an overview of a new fiber optic network to support high-speed internet service for the Lathrop area.

2.3 INTRODUCTION OF NEW EMPLOYEES:

Assistant City Manager Michael King introduced new Public Works Department employees: Management Analyst Carlos Carrillo, Assistant Engineer Steven Hollenbeck, Construction Inspector Jason Reyes, and Chief Building Official Ed Short.

Chief of Police Raymond Bechler introduced new Police Department employees: Police Officers Jonathan Bengard, Michael Bower, Clinton Armstrong, Coleman Elliott, Nathanael Novello, Amador Almanza; Community Services Officers Liliana Espinoza Hernandez and Roberto Franco; and Records Assistant Earleen Chambers.

Police Officer Nicole Valker-Taylor was not available for introduction.

2.4 LATHROP POLICE DEPARTMENT PRESENTATION

Chief of Police Raymond Bechler provided a verbal update on the launch of the new Lathrop Police Department on June 29, 2022. The summary included the following information: averaged approximately 39 service calls per day, average of 82 incidents per day, 38 arrests, and issued 140 police reports since the launch.

2.5 PROCLAMATION RECOGNIZING THE IMPORTANCE OF ACCESS TO LOCAL PARKS, RECREATION, TRAILS, OPEN SPACE, AND FACILITIES FOR THE POSITIVE DEVELOPMENT OF THE LATHROP COMMUNITY AND CITIZENS, AND DECLARING JULY 2022 AS PARKS AND RECREATION MONTH

Councilmember Torres-O'Callaghan provided the proclamation to Parks, Recreation, and Maintenance Services Director Todd Sebastian declaring July 2022 as Parks and Recreation month.

2.6 MAYOR'S COMMITTEE REPORT(S)

- Parks, Recreation & Maintenance Services Update on Committee Events and Programs

Parks, Recreation and Maintenance Services Director Todd Sebastian reported a summary of the following past and upcoming events and programs:

- *Cooling Zone*

Reported that the City of Lathrop will activate a Cooling Zone when the temperature is forecasted to be 103 degrees or higher for more than three consecutive days, or 105 degrees or higher on an individual day. The Cooling Zone will be located at the Lathrop Police Department Community Room located at 940 River Island Parkway. The Cooling Zone will operate from 12:00 p.m. to 7:00 p.m., and will close by 6 p.m. if not in use.

- *Summer Lunch Program*

Reported that Manteca Unified School District offers free summer meals, Monday – Friday, from June 1 thru July 22, at the following locations: Mossdale Park from 11:00 a.m. to 11:30 a.m., Leland & Jane Stanford Park from 11:45 a.m. to 12:15 p.m., and Valverde Park from 12:30 p.m. to 1:00 p.m. Meals are offered to children 2-18 years old; food must be eaten on premises.

- *Past Special Events*

Provided an overview on past recent special events: Community Garage Sale held May 14, 2022; Memorial Day Event held May 30, 2022; Movies in the Park held Friday nights in June; Police Department Grand Opening held June 25, 2022, Police Department

Pinning Ceremonies held May 17 and June 1, 2022; and the Lathrop Anniversary Celebration held July 1, 2022.

- *Upcoming Special Events*

Provided an overview on various upcoming events: Concerts in the Park scheduled for Friday nights in July at 6:30 p.m. at the Generations Center; Family Fun Night scheduled for Friday, August 12, 2022, at 6:00 p.m. at Mossdale Park; Family Campout scheduled for August 20-21, 2022 at Leland & Jane Stanford Park; and Comedy Under the Stars scheduled for September 16, 2022 at the Generations Center, 18 years and over.

3. CITIZEN'S FORUM

James Chessmoon (in person speaker) expressed concern with people driving around in donut patterns at the intersection of Bella Place and Eagle Lane; requested traffic calming measures in the subject area. Lawrence Abbott (zoom speaker) expressed interest in the beautification of the City's storm drain ponds. Maria Zavalza (in person speaker) expressed concern with the traffic improvements at the roundabout located at Brookhurs Blvd and Golden Spike Trail; Ms. Zavalza submitted a signed petition requesting the City Council to stop work in the subject area. Christina Laughlin (zoom speaker) expressed concern with potentially putting the roundabout improvement project on hold.

4. CONSENT CALENDAR

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

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

**Items 4.11 to 4.12 were voted on separately from the Consent Calendar.*

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of June 13, 2022.

4.3 ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2021

Pulled by Councilmembers Diallo and Akinjo. A question and answer period ensued. Deputy Finance Director Thomas Hedegard provided additional information.

Adopted **Resolution 22-5106** accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year ending June 30, 2021.

- 4.4 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY AMERICAN PAVEMENT SYSTEMS, INC. FOR THE MANTHEY ROAD REHABILITATION, CIP PS 21-08

Adopted **Resolution 22-5107** accepting public improvements constructed by American Pavement Systems, Inc. for the Manthey Road rehabilitation, CIP PS 21-08, authorized the filing of a Notice of Completion, released contract retention, and released of Performance and Payment Bonds.

- 4.5 ACCEPT PUBLIC IMPROVEMENTS FOR PHASE 1 OF THE GATEWAY DEVELOPMENT AND AUTHORIZE RELEASE OF BONDS ASSOCIATED WITH THE SUBDIVISION IMPROVEMENT AGREEMENT FOR PARCEL MAP 19-03

Adopted **Resolution 22-5108** accepting public improvements for Phase 1 of the Gateway Development and authorizing the release of bonds associated with the Subdivision Improvement Agreement for Parcel Map 19-03.

- 4.6 ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR TRACT 4062, PHASE 1C, IN THE CENTRAL LATHROP SPECIFIC PLAN FROM LATHROP LAND ACQUISITION, LLC

Adopted **Resolution 22-5109** accepting public improvements with associated conditions for Tract 4062, Phase 1C, in the Central Lathrop Specific Plan from Lathrop Land Acquisition, LLC.

- 4.7 MUNICIPAL SERVICE REVIEW UPDATE AND SPHERE OF INFLUENCE PLAN

Pulled by Councilmember Akinjo. Councilmember Akinjo commented on the item and thanked staff for their work on the matter.

Adopted **Resolution 22-5110** authorizing staff to submit the Municipal Service Review Update and Sphere of Influence Plan to the San Joaquin Local Agency Formation Commission for review and approval.

- 4.8 CREATE CAPITAL IMPROVEMENT PROJECT PS 23-01 CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, AND APPROVE RELATED BUDGET AMENDMENT

Pulled by Vice Mayor Lazard and Councilmember Torres-O'Callaghan. A question and answer period ensued. Assistant City Manager Michael King and City Engineer Brad Taylor provided additional information.

Adopted **Resolution 22-5111** creating CIP PS 23-01 citywide traffic systems and safety upgrades project, approved related budget amendment, and amended scope to include the major arterial streets off Louise Avenue and Harlan Road.

4.9 AMEND THE CITY OF LATHROP'S EMPLOYEE TRAVEL EXPENSE REIMBURSEMENT POLICY AND PROCEDURE

Pulled by Councilmember Diallo. A question and answer period ensued. Finance Director Cari James provided additional information.

Adopted **Resolution 22-5112** amending the City of Lathrop's employee travel expense reimbursement policy and procedures, as amended to include an increase in the meals reimbursement allowance to \$100 per day (with receipts to be provided at the conclusion of the travel); and language designating Councilmembers as non-employees on the policy. Furthermore, the City Council agreed to amend meal allowances at the time of out-of-state travel approval for staff and City Council.

4.10 APPROVE THE RECLASSIFICATION OF ONE (1) PART-TIME SENIOR RECREATION LEADER POSITION TO A FULL TIME SENIOR RECREATION LEADER POSITION IN THE RECREATION DIVISION, AND ONE (1) FULL-TIME MAINTENANCE WORKER POSITION TO A FULL-TIME MAINTENANCE SUPERVISOR POSITION IN THE STREETS AND MAINTENANCE DIVISION OF THE PARKS, RECREATION, AND MAINTENANCE SERVICES DEPARTMENT

Pulled by Councilmember Akinjo. A question and answer period ensued. Parks, Recreation and Maintenance Services Director Todd Sebastian provided additional information.

Adopted **Resolution 22-5113** approving the reclassification of one (1) part-time Senior Recreation Leader Position to a Full-Time Senior Recreation Leader Position in the Recreation Division, and One (1) Full-Time Maintenance Worker to a Maintenance Supervisor in the Streets and Maintenance Division of the Parks, Recreation and Maintenance Services Department

RIVER ISLANDS CONSENT ITEM(S)

Vice Mayor Lazard and Councilmember Diallo recused themselves at 9:18 p.m., following the vote of the consent calendar (Items 4.1 to 4.10), prior to the vote of Item 4.11, due to declared conflict of interest as noted on Item 1.8. There was a brief pause in the meeting, due to a lack of quorum, while Councilmember Akinjo stepped down from the dais at 9:18 p.m. and returned to the dais at 9:20 p.m.

City Attorney Salvador Navarrete announced that Vice Mayor Lazard was stepping down due to receiving \$500 or more, due to her employment with Dell'Oso Farms, and Councilmember Diallo was stepping down due to an agreement with the River Islands Development, and the Fair Political Practices Commission (FPPC) determination/legal opinion on the matter was pending.

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

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

4.11 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS IN TRACT 4131 VILLAGE "KK" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Adopted **Resolution 22-5114** approving Final Map for Tract 4131 Village "KK" within the Old River District, totaling 75 single-family lots, CFD Annexation No. 25, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

4.12 ADOPT 2022 ADEQUATE PROGRESS FINDING TOWARD PROVISION OF 200-YEAR URBAN LEVEL OF FLOOD PROTECTION FOR ISLAND RECLAMATION DISTRICT 2062 (RIVER ISLANDS PHASES 1 AND 2)

Adopted **Resolution 22-5115** adopting 2022 adequate progress findings toward providing a 200-Year Urban Level of Flood Protection in Phases 1 and 2 Levees of Island Reclamation District 2062 by the Year 2025, acting as the Land Use Agency.

Vice Mayor Lazard and Councilmember Diallo returned to the dais at 9:22 p.m.

5. SCHEDULED ITEMS

5.1 PUBLIC HEARING AND APPROVAL OF THE MOSSDALE TRACT ENHANCED INFRASTRUCTURE FINANCING DISTRICT (MOSSDALE TRACT EIFD) INFRASTRUCTURE FINANCING PLAN (IFP)

City Manager Stephen Salvatore introduced the San Joaquin Area Flood Control Agency (SJAFCA) Executive Director Chris Elias, Consultant Seth Wurzel, with Larsen Wurzel & Associates, Inc, and Amy Lapin, with Economic & Planning Systems, Inc., representing SJAFCA. Ms. Lapin and Mr. Wurzel provided the presentation. A question and answer period ensued. City Manager Stephen Salvatore provided additional information.

Mayor Dhaliwal opened the public hearing. Christina Laughlin, zoom speaker, requested additional clarification on the project funding options. Lawrence Abbott, zoom speaker, spoke in support of financing levee improvements and beautifying open space areas. There were no other speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Councilmember Akinjo, seconded by Vice Mayor Lazard, the City Council conducted a public hearing and adopted **Resolution 22-5116** approving the Mossdale Tract Enhanced Infrastructure Financing District (Mossdale Tract EIFD) Infrastructure Financing Plan (IFP)

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

*(*The City of Lathrop City Council Handbook of Rules and Procedures, page 13, Chapter IV, Section 8(5) applies to abstentions without identified legal disqualifications.)*

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTION OF THE WEST/CENTRAL LATHROP REGIONAL TRANSPORTATION AND CENTRAL LATHROP SPECIFIC PLAN CAPITAL FACILITY FEE UPDATE STUDIES AND THE FEES RECOMMENDED THEREIN

City Engineer Brad Taylor provided the presentation. A question and answer period ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 22-5117** approving the West/Central Lathrop Regional Transportation and Central Lathrop Specific Plan Capital Facility Fee Update Studies and the Fees Recommended Therein

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

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVAL OF A CONDITIONAL USE PERMIT AND DEVELOPMENT AGREEMENT FOR THE CENTRAL CALIFORNIA GREENS PROJECT

Community Development Director Mark Meissner and Assistant Community Development Director Rick Caguiat provided the presentation. A question and answer period ensued throughout the presentation. Applicant Cory Travis, with Central California Greens Project, provided additional information related to the matter. Mayor Dhaliwal opened the public hearing. Fabian Ordaz, in person speaker, spoke in support of the matter. Jacqueline Anaya, in person speaker, spoke in support of the matter.

Mayor Dhaliwal closed the public hearing. The question and answer period continued.

On a motion by Vice Mayor Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council considered the following:

1. Held a public hearing; and
2. Adopted **Resolution 22-5118** approving a Conditional Use Permit for the Central California Greens Project to operate a Cannabis Retail Dispensary and delivery facility in an existing multi-tenant building (CUP-22-58), as amended to clarify deliveries within 600 feet of a school will take place one hour before or after school hours, and implement a digital queuing system.
3. Held first reading and introduced an ordinance to approving a Development Agreement between the City of Lathrop and Central California Greens, Inc. (DA-22-81).

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

*(*The City of Lathrop City Council Handbook of Rules and Procedures, page 13, Chapter IV, Section 8(5) applies to abstentions without identified legal disqualifications.)*

5.4 REVIEW AND CONSIDER TRAFFIC CALMING IMPROVEMENTS AT BARBARA TERRY BOULEVARD AND ADOBE WAY, JOHNSON FERRY ROAD AND VICTORIAN TRAIL, AND JOHNSON FERRY ROAD AND FORTY NINER TRAIL

Councilmember Torres-O'Callaghan recused herself at 10:28 p.m., following Item 5.3, due to declared a conflict of interest with Item 5.4, due to her place of residence within the Mossdale area. City Attorney Salvador Navarrete explained that Councilmember Torres-O'Callaghan was stepping down as a precautionary measure, as the proposed improvements could be deemed as an impact to property values in the surrounding properties.

On a motion by Vice Mayor Lazard, seconded by Councilmember Torres-O'Callaghan, the City Council considered options for traffic calming improvements at Barbara Terry Boulevard and Adobe Way, Johnson Ferry Road and Victorian Trail, And Johnson Ferry Road and Forty Niner Trail. City Council consensus directed staff to install stop signs at the intersections of Adobe Way, Barbara Terry Boulevard, Johnson Ferry Road, Forty Niner Trail, and Victorian Trail.

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

Councilmember Torres-O'Callaghan returned to the dais at 10:37 p.m.

5.5 DISCUSS AND APPROVE AN OPTION AND LAND LEASE AGREEMENT FOR THE CONSTRUCTION OF A NEW WIRELESS COMMUNICATIONS TOWER

City Attorney Salvador Navarrete provided the presentation.

On a motion by Councilmember Akinjo, seconded by Vice Mayor Lazard, the City Council adopted **Resolution 22-5119** approving an Option and Land Lease Agreement for the Construction of a New Wireless Communications Tower.

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL - Appointment of Two (2) Members to the Parks and Recreation Commission with Term Ending June 30, 2025

- Two (2) Applications Received

Mayor Dhaliwal made the following appointments:

<u>Parks & Recreation Commission</u>	<u>Term Expires</u>
Ajit Singh Sandhu	June 30, 2025
Jimmy Zien	June 30, 2025

On a motion by Councilmember Akinjo, seconded by Vice Mayor Lazard, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

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

6.2 MAYOR DHALI WAL REFERRAL - Appointment of Two (2) Members to the Planning Commission with Term Ending June 30, 2026

- Two (2) Applications Received

Mayor Dhaliwal made the following appointments:

<u>Planning Commission</u>	<u>Term Expires</u>
Gloryanna Rhodes	June 30, 2026
George Jackson	June 30, 2026

On a motion by Vice Mayor Lazard, seconded by Councilmember Akinjo, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

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

- 6.3 MAYOR DHALI WAL REFERRAL - Appointment of One (1) Member to the Measure C Oversight Committee with Term Ending June 30, 2025
- One (1) Application Received

Measure C Oversight Committee

Michele Anderson

Term Expires

June 30, 2025

On a motion by Councilmember Akinjo, seconded by Vice Mayor Lazard, the City Council approved the appointment made by Mayor Dhaliwal as noted above.

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

- 6.4 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) – None

- 6.5 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo thanked those in attendance and wished everyone a goodnight. Councilmember Torres-O'Callaghan welcomed new Fire Chief David Bramell and Chief of Police Raymond Bechler. Councilmember Diallo requested a referral to discuss distribution of ARPA funds as bonuses for city employees. Mayor Dhaliwal expressed condolences to the Mateo Family.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 10:46 p.m. in memory of former Councilmember Christopher Mateo


Teresa Vargas, MMC
Government Services Director/City Clerk

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ITEM 4.3

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 22-438 BY THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND CENTRAL CALIFORNIA GREENS, INC. (DA-22-81)**

RECOMMENDATION: **Waive Full Reading And Adopt Ordinance 22-438 By Title Only To Approve The Development Agreement Between The City Of Lathrop And Central California Greens, Inc. (DA-22-81)**

RECOMMENDED ACTION:

The City Council to conduct second reading and adopt Ordinance 22-438 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND CENTRAL CALIFORNIA GREENS, INC. (DA-22-81)


SUMMARY:

On July 11, 2022, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:


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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:



Teresa Vargas, City Clerk



Date

ORDINANCE NO. 22-438

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF LATHROP AND CENTRAL CALIFORNIA GREENS, INC. (DA-22-81)

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing to consider the Development Agreement between the City of Lathrop and Central California Greens, Inc. pursuant to the Lathrop Municipal Code; and

WHEREAS, the request is for a Conditional Use Permit and Development Agreement to occupy an approximately 2,000 square foot tenant space for a retail cannabis dispensary and delivery facility within an existing multi-tenant building (High 5 Plaza) on a 0.83-acre parcel on S. Harlan Road; and

WHEREAS, the project is located at 16925 S. Harlan Road, Suite 103 (APN: 198-210-10); and

WHEREAS, Central California Greens, Inc. a California corporation, have applied for approval of a Development Agreement; and

WHEREAS, California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within its jurisdiction; and

WHEREAS, the proposed Development Agreement has been reviewed by City staff and City Attorney, and who have recommended City Council review and approve the Development Agreement as attached and incorporated in the City Council Staff Report as Attachment "6"; and

WHEREAS, the proposed Development Agreement is exempt according to California Environmental Quality Act (CEQA) Article 19 § 15301 Class 1 "Existing Facilities". The proposed project would operate a cannabis dispensary in an existing multi-tenant retail building on S. Harlan Road. The proposed project is located within an existing facility and will involve tenant improvements. Site improvements such as paving, lighting, landscaping, off-street parking and curb, gutter, and sidewalk are fully developed; and

WHEREAS, proper notice of this public meeting was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about June 23, 2022, email notification sent to Public Hearing subscribers on June 23, 2022, and mailed out to property owners located within 300-foot radius from the Central California Greens project site on June 23, 2022. In addition, the meeting agenda was posted at the Council Chambers bulletin board and three (3) other locations accessible to the public and posted to the City's website; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on June 15, 2022, at which they adopted PC Resolution No. 21-5 finding consistency with the Lathrop General Plan and recommending the City Council approve the Development Agreement between the City of Lathrop and Central California Greens, Inc.; and

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop finds that the text of the Development Agreement is consistent with the Lathrop General Plan as amended, since there is no resultant change in zoning, land use standards, or other similar regulations, and that the Development Agreement is exempt according to the California Environmental Quality Act because:

- a. The proposed Development Agreement involves organizational and financial matters that have no potential for direct or indirect physical effect on the environments.
- b. The proposed Development Agreement is exempt according to CEQA Guidelines Article 19 § 15301 Class 1 "Existing Facilities". The proposed project would operate a cannabis dispensary and delivery facility in an existing multi-tenant building on S. Harlan Road. The proposed project is located within an existing facility and will involve tenant improvements. Site improvements such as paving, lighting, landscaping, off-street parking, curb, gutter and sidewalk are fully improved.
- c. The proposed Development Agreement would not alter the physical nature of the Project Site or its potential environmental impacts.

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

Section 1. This Ordinance incorporates, and by this reference makes a part hereof, that certain Development Agreement, as shown in Attachment 6 of the City Council Staff Report, relative to the Central California Greens Project.

Section 2. Based on the findings set forth in this Ordinance, and evidence in the Staff Report, the City Council hereby adopts the Ordinance for the proposed Development Agreement. This document shall be substantially in the form on file with the City Clerk.

Section 3. By Adoption Resolution No. 21-4923 based on substantial evidence in the record, City Council, acting as the land use agency, adopted Adequate Progress Findings toward providing a 200-year Urban Level of Flood Protection in the Mossdale Tract Area by the year 2028, based upon the 2021 Annual Adequate Progress Report Update.

Section 4. 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 to 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 5. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 6. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 7. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was introduced at a meeting of the City Council of the City of Lathrop on the 11th day of July 2022, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of _____ 2022, 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

Recording fees exempt pursuant to
Government Code § 27383

**Revised Developer Agreement between
the City of Lathrop & Central California
Greens, LLC**

Prepared by and after Recording Return to:

City of Lathrop

c/o City Clerk

390 Towne Centre Drive

Lathrop, CA 95330

Space above this line for Recorder's use

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (the "Agreement") is made this ____ day of _____, 2022, between the City of Lathrop, California, a general law city ("City"), and Central California Greens, Inc., a California corporation ("Operator"). City and Operator are individually referred to as "Party" or collectively as "Parties."

RECITALS

- A. WHEREAS, Operator is the tenant of a long-term lease for the real property located at 16925 South Harlan Road 103, Lathrop, CA 95330 (the "Property"); and
- B. WHEREAS, Operator plans to operate a cannabis dispensary (the "Business") on the Property pursuant to Lathrop Municipal Code ("LMC") Chapter 5.26;
- C. WHEREAS, the Parties mutually desire to enter into this Agreement to facilitate the development and expansion of community programs and infrastructure; and
- D. WHEREAS, California Government Code Sections 65864 *et seq.*, authorizes municipalities to enter into development agreements at their discretion to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain land use rights in the Operator, and to meet certain public purposes in local government.

NOW, THEREFORE, in consideration of the above Recitals and mutual promises, conditions and covenants of the Parties in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. AUTHORITY FOR THIS AGREEMENT

- a.** This Agreement is authorized by Section 65865 of the Government Code of the State of California and LMC section 5.26.060.
- b.** Pursuant to this Agreement, City and Operator have taken all actions mandated by and fulfilled all requirements set forth in Section 65865 of the Government Code of the State of California.
- c.** Having duly examined and considered this Agreement and having held a properly noticed public hearing regarding this Agreement before the Planning Commission on [date], 2022 and before the City Council on [date], 2022, the City Council declared this Agreement:
 - i. Is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan;
 - ii. Is compatible with the uses authorized in, and the regulations prescribed for, the land use district in which the real property is located;
 - iii. Is in conformity with public convenience, general welfare and good land use practice;
 - iv. Will not be detrimental to the health, safety and general welfare; and
 - v. Will not adversely affect the orderly development of the property or the preservation of property values.

2. AGREEMENT

- a. TERM.** The term of this Agreement (the “Term”) shall commence upon the Effective Date defined below and continue perpetually, unless terminated earlier under Sections 9 or 10 of this Agreement. “Effective Date” is defined as the first date on which both of the following are true: (i) the ordinance adopting this Agreement is effective, expected to be 30 days after second reading; and (ii) the Operator has obtained City permits and approvals necessary to operate the Business.
- b. OPERATOR OBLIGATIONS.**
 - i. In consideration for the rights granted by this Agreement, the Operator agrees to contribute to community benefits program to be implemented by the City:
 - 1. A one-time, non-refundable payment of \$79,165.50 (“Advance Payment”) within sixty (60) days of the Effective Date of this Agreement; and

2. A monthly fee of five percent (5%) of in-store Gross Receipts and two percent (2%) of delivery Gross Receipts from operation of the retail storefront Business on the Property ("Fee") from and after the Effective Date.
3. Within 30 days of receipt of an invoice, Operator shall reimburse the City's costs to implement this Agreement and to enforce Chapter 5.26 of the City Code, including but not limited to:
 - a. The cost of an independent contractor to enforce this Agreement;
 - b. Any law enforcement responses to the Property or the Business which exceed the level of service provided to other businesses in the City.

Operator may seek review of any such invoice by written request to the Finance Director of the City within the 30 days referenced in this subdivision and, if the Operator remains dissatisfied after such a review, may resort to its remedies under sections 10 and 11 of this Agreement. Failure to seek review within that time shall constitute waiver of the right to object to the invoice, which shall be immediately due and payable.

- ii. Although the funds collected pursuant to the Advance Payment and Fee may be appropriated for any lawful purpose in the discretion of the City Council, the Parties understand that the Advance Payment and Fee may be devoted to: (1) drug awareness programs; (2) recreational programs; (3) public safety programs, and (4) programs to address food insecurity and hunger in the City.
- iii. Gross Receipts Definition. "Gross Receipts" shall be as defined in Lathrop Municipal Code Section 5.04.010. In addition, any portion of the Operator's payments to the City passed through to consumers or other third parties is excluded from "Gross Receipts," provided, however, that no reference in that section to forms of business exchange not lawful as to the Business shall be read to permit such exchanges.
- iv. The Fee shall be abated and shall not be due to and/or collected by the City until such time as the total amount of the accrued Fee calculated in accordance with Section 2(b)(i)(2) after the Effective Date exceeds the amount of the Advance Payment. From and after such time, the Fee shall be due and payable to the City with respect to the amount that exceeds the Advance Payment in accordance with Section 2(b)(i)(2). If the Fee never exceeds the Advance Payment, the City has no obligation to return any portion of the Advance Payment to Operator.
- v. In addition to other reporting requirements described in this Agreement, Operator shall make a monthly return to City in a form specified by the Finance Director of the City ("Finance Director"). The Operator shall, within 20 days following the close of each calendar month, or at the close of any shorter

reporting period which may be established by the Finance Director, make a return to the Finance Director of gross receipts collected in that month and the amount of the Fee due on account of those receipts. When the return is filed, the full amount of the Fee due shall be remitted to the Finance Director. The Finance Director may establish shorter reporting periods for the Operator if he or she deems it necessary to ensure collection of the Fee and he or she may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason. All Fees collected by the Operators from customers shall be held in trust for the City until paid to Finance Director. Operator shall keep complete, accurate and appropriate books and records of all receipts from operations of the Business in accordance with generally accepted accounting principles. For purposes of this Agreement, "books and records" shall mean all bookkeeping or accounting documents Operator typically utilizes in managing its Business operations. Operator shall make available to the City, its auditors, and other authorized representatives all books and records, and other relevant documents as the City may reasonably require, upon reasonable written notice. If the City determines at any time, in its sole discretion, such books and records are inadequate to record the Gross Receipts and to calculate the Fee, Operator shall, upon the written request of the City, procure and maintain books and records adequate for such purpose.

- vi. Operator shall provide the City courtesy copies of every report Operator must provide to the State of California as to sales and use or other taxes when such filings are made.
- vii. At all times during the Term of this Agreement, Operator agrees to comply with all of the requirements of LMC Chapter 5.26 as amended by the City from time to time and to hold and comply permits and other approvals issued by the City for operation of the Business.
- viii. Operator shall not advertise on any Outdoor Advertising Structure (OAS) located within the City limit of Lathrop. The OAS (billboards) is defined in Section 17.04.080 of the Lathrop Municipal Code.

c. CITY OBLIGATIONS.

- i. Provided that Operator maintains current permits and approvals in compliance with LMC Chapter 5.26 and applicable State law, as they now exist or may hereafter be amended, City hereby grants Operator the vested land use right to locate the Business on the Property consistent with the land use entitlements the City issues to Operator, which will include, but not be limited to: a conditional use permit, a business license certificate, building permits for tenant improvements to the Property, and other approvals required pursuant to LMC Chapter 5.26. City shall not promulgate any land use rules, ordinances

or restrictions other than those in effect as of the Effective Date, which would unreasonably restrict, impair or prohibit the location of the Business on the Property, unless: (i) the Parties agree to such land use rules, ordinances or restrictions in writing; or (ii) such land use rules, ordinances or restrictions are proposed by initiative and adopted by voters , or (iii) such land use rules, ordinances or restrictions apply City-wide to any cannabis dispensary. In such an event, Operator will nevertheless be subject to those new land use rules, ordinances or restrictions but Operator may give a notice of default under section 10 of this Agreement and, upon resolution of that notice, shall thereafter be relieved of the obligations of this Agreement.

- ii. During the Term of this Agreement, if the City or voters adopt and impose an alternative revenue mechanism specifically related to cannabis operations (e.g., a cannabis tax), Operator's payments under this Agreement after the effective date of that alternative revenue mechanism shall be credited against the alternative revenue mechanism such that Operator shall only pay the greater of the two; in no circumstance shall Operator be required to pay both. As used in this subsection, "alternative revenue mechanism" does not include taxes, fees, or assessments levied on or collected from both cannabis and non-cannabis businesses in the City or the City's application of regulatory fees under LMC Chapter 5.26. If the City's tax on cannabis commerce should ever exceed that of the City of Stockton for any reason, at Operator's option, it may initiate good faith dialog with the City to explore whether that additional taxation is in the parties mutual interests given the risk of sales leakage to Stockton. City shall participate in those discussions in good faith, but is not obligated to agree to change its tax.
- iii. City shall keep strictly confidential all statements of revenue furnished by Operator related to operation of the Business, except as otherwise required by law. In particular, the City will exercise its right to withhold such documents under Government Code section 6254, subdivisions (i) and (n).

3. GENERAL PLAN CONSISTENCY.

- a. The City Council hereby finds the land use entitlements for Operator's conduct of the Business are consistent with the Lathrop General Plan, including the policies noted below.
- b. On December 17, 1991, the City adopted a comprehensive General Plan that included the Project Site within the City's Sub-Plan Area #1. The General Plan has been amended periodically with the latest amendment on November 8, 2021. The adopted General Plan designated the Project Site for commercial use and provides for the development of this property in a manner that will benefit the City and the

community. Specifically, the Planning Commission and City Council find that approval of this Agreement and the associated land use entitlements will further these General Plan goals.

c. Goal No. 1 – Balancing the Social and Economic Costs and Benefits of Urbanization

- i. General - Policy 1.** The City's ability to stay abreast of its financial and service capabilities will require continuous monitoring. Once a system is in place, it will be relatively easy to identify current conditions and to estimate the probable impacts of new development proposals. Rather than adhering to an arbitrarily fixed percentage of annual growth as a matter of policy, it will be the City's responsibility to manage the growth rate in relation to physical and financial capability of municipal service while being consistent with all applicable policies and proposals of the General Plan.
- ii. Commercial Development - Policy 1.** Areas having early potential for retail and highway commercial development primarily involve lands located at the easterly quadrants of the Lathrop Road and Louise Avenue interchanges with I-5. The largest commercial project being considered in the short term is a Factory Stores center proposed at the southeast quadrant of the Louise Avenue interchange.
- iii. Commercial Development - Policy 4.** Proposals for the classifications of retail activity described in Part IV-A of the Plan are to be considered as offering flexibility for ingenuity and innovation in the selection, promotion, design and development of commercial centers and uses.

d. Goal No. 2 – Equal Opportunity

Policy 1. The City intends that positive benefits accrue to the community as a whole, through programs which maximize the potential of local residents to obtain jobs, assuming adequate training and personal characteristics. Contracts will be sought with employers of commercial and industrial establishments which will ensure the opportunity for employing qualified local residents.

e. Goal No. 4 – Quality in the Form, Design and Functions of the Urban Area:

Commercial and Industrial Areas - Policy 2. The visual interface between commercial/industrial areas and residential areas shall be designed and developed so as to avoid obtrusive visual impacts of commercial or industrial activities on nearby residential areas.

f. Goal No. 8 – Public Safety Hazards:

Policy 1. The City will continue to give high priority to the support of police protection, and to fire suppression and prevention and life safety functions of the Lathrop-Manteca Fire District. Ultimate expansion of the City's fire service

is to include additional stations affording adequate response within a maximum of 3-4 minutes to all parts of the urban area.

4. REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGEMENTS.

- a. INTEREST IN PROPERTY.** Operator represents and warrants that as of the Effective Date, Operator has an enforceable legal interest in the Property and that all persons holding legal or equitable interest in the Property have consented to this Agreement.
- b. AUTHORITY.** The Parties represent and warrant that the persons signing this Agreement are duly authorized to enter into and execute this Agreement on behalf of their respective principals.

5. RELATIONSHIP OF CITY AND OPERATOR. This Agreement is a contract that has been negotiated and voluntarily entered into by City and Operator related to land use. The relationship of Operator and City is and at all times shall remain solely that of City as a regulatory body and Operator as the operator of the Business. It is specifically understood and agreed by and between the Parties that the Business proposed to be conducted on the Property by Operator is a private development and a for-profit business. City and Operator hereby disclaim any form of joint venture or partnership between them, agree that nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Operator joint venture partners.

6. PUBLIC HEARING. City Council approves this Agreement consistent with Government Code section 65867, after the Agreement was duly examined and considered at a properly noticed public hearings by the Planning Commission on [date], 2022 and by the City Council on [date], 2022.

7. APPLICABLE RULES, REGULATIONS AND POLICIES.

- a. LAWS AND REGULATIONS APPLICABLE TO COMMERCIAL CANNABIS ACTIVITIES.** Operator shall comply fully with all existing and future State and local laws, rules and regulations applicable to Operator's Business on the Property, including but not limited to LMC Chapter 5.26, and shall ensure such compliance by all of Operator's employees, contractors, vendors and members of the public invited or allowed access to the Property. Nothing in this Agreement shall be construed as the City authorizing or condoning any actions that violate federal, state or local law with respect to the Business or the Property. It shall be the responsibility of Operator to ensure that the Business operates at all times in compliance with all applicable laws and regulations, including for as long as applicable, all state laws, any subsequently enacted state or local law or regulatory, licensing, or certification standards or requirements, and any specific, additional operating procedures or requirements which may be imposed as conditions of approval of a state license or of required City permits or approvals for the Business.
- b. LICENSURE OF OPERATIONS.** Operator shall obtain and maintain all State and local

licenses and permits required for operation of the Business on the Property. The City understands that a Type 10 State license is required for operation of the Business.

8. **AMENDMENT.** This Agreement may be amended or canceled, in whole or in part, by mutual consent of the Parties in writing, consistent with Government Code section 65868, unless the City Manager or his designee determines that the amendment is insubstantial. If the City Manager or his designee determines an amendment is both insubstantial and consistent with the Agreement and the City's existing land use regulations, then the City Council may approve the proposed amendment without notice and a public hearing. An insubstantial amendment may not relate to the Term; conditions, terms, restrictions, and requirements relating to subsequent modification or termination; monetary contributions; or any conditions or covenants relating to the use of the Property. An insubstantial amendment may include interpretation of terms contained herein, and clarification of ambiguities. An insubstantial amendment may also include logical extensions of terms and provisions of this Agreement which are not inconsistent with its provisions.

9. **ANNUAL REVIEW OF AGREEMENT.**

- a. **IN GENERAL.** City shall annually review performance of this Agreement in accordance with this section and California Government Code section 65865.1. Operator shall provide any information the City requests to facilitate the annual review within 14 days of such request.
- b. **MODIFICATION OR TERMINATION.** If the City Council finds and determines through an annual review, based on substantial evidence, that Operator has not complied in good faith with this Agreement, City may terminate or modify the Agreement pursuant to Section 10 of this Agreement.
- c. **OTHER INVESTIGATIONS AND EVALUATIONS.** City may investigate or evaluate, from time to time and as a part of an annual review or otherwise, any matter properly the subject of an annual review of this Agreement.

10. **TERMINATION.**

A. DEFAULT BY OPERATOR.

- i. **Termination.** If City determines, based on substantial evidence, that Operator has not complied in good faith with the terms and conditions of the Agreement, City may terminate the Agreement as indicated herein.
- ii. **Notice of Proposed Termination.** If Operator fails to address the identified default(s), City may give Operator a written notice specifically identifying those obligations Operator has not performed and providing for a period of not less than 60 business days in which the Operator may cure the alleged breach unless the breach involves a payment to the City, in which case the Operator shall cure the default within five business days. If Operator does not cure the breach in that time or, if the breach is such that more time is needed to

complete it, commence the cure and inform the City of Operator's efforts in the applicable time period, the City may give notice of a hearing on termination of this Agreement. The written notice shall include the time and place of the hearing and any other information that City considers necessary to inform Operator of the nature of the proceeding. Nothing herein shall entitle the City to rescind or adversely affect any land use entitlement held by Operator other than in compliance with the LMC and other applicable law.

- iii. **Public Hearing on Proposed Termination.** City shall give notice of the public hearing under Government Code sections 65090 and 65091. On conclusion of the public hearing, the City Council may, in lieu of termination, impose such conditions on Operator as it considers reasonably necessary to protect City's interests. Such a hearing may, in the City's discretion, be combined with a hearing to revoke land use entitlements under the procedures required by the LMC and other applicable law, including, without limitation, LMC section 17.112.120.
- iv. **Modification of Agreement.** City may, instead of termination, modify the terms of the Agreement if it determines that Operator has not complied in good faith with the terms and conditions of this Agreement. If City modifies this Agreement under this subdivision, it must follow the procedures in sections 10(a)(ii), (a)(iii) of this Agreement.

B. DEFAULT BY CITY. If City defaults under the provisions of this Agreement, Operator shall have only the right to compel specific performance of City's obligations under this Agreement or, as to the imposition of new land use rules, ordinances or restrictions other than those in effect as of the Effective Date, that unreasonably restrict, impair or prohibit the location of a cannabis dispensary on the Property in violation of section 2.C.i of this Agreement, Operator may terminate this Agreement after complying with this section. Operator shall submit to City a written notice of default stating with specificity those obligations the City has not performed. Upon receipt of the notice of default, City may cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure within 90 days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that City shall continuously and diligently pursue such remedy at all times until such default(s) is cured and regularly notify Operator of City's efforts to remedy the default(s). Alternatively, City may dispute that a default exists and inform Operator in writing of the basis for City's conclusion that no default has occurred. If the City disputes the alleged default, the Parties shall seek to resolve their differences by good faith dialog, with or without the assistance of a mediator. If the dispute remains unresolved after 60 days of such dialog, either Party may seek declaratory relief or other appropriate judicial assistance.

- 11. SPECIFIC PERFORMANCE.** Both Parties agree and recognize that Operator has invested considerable time and financial resources in establishment of the Business. For this reason, it may not be possible to determine an amount of monetary damages which would adequately compensate Operator for this work, nor calculate the consideration City would require to enter into this Agreement to justify such exposure. The Parties acknowledge that City would not enter into this Agreement if it might expose its assets and the public to the risk of damages arising from failed expectations in continued operation of the Business. Therefore, the Parties agree that monetary damages shall not be an adequate remedy for Operator if City is in default under this Agreement and City fails to remedy the default(s). The Parties further agree that specific performance (or writ of mandate to compel a required act) shall be the sole available and appropriate remedy for Operator under this Agreement, and Operator shall not seek monetary damages if a default by City occurs under this Agreement or under any otherwise applicable legal basis for monetary damages. Operator agrees that in no event will City or its officers, agents, or employees, be liable for damages for any default under this Agreement; it being expressly understood and agreed by Operator that the sole legal remedy available to Operator for a default under this Agreement by City shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement except that, as to a default under section 2.C.i, Operator may also terminate this Agreement.

12. INSURANCE. Operator shall at all times maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate by the City's Risk Manager.

13. ASSIGNMENT/CHANGE OF LOCATION.

- a. The provisions hereof shall be binding upon, and inure to the benefit of, City and Operator and their successors and permitted assigns, as the case or context may require. This Agreement shall likewise be binding upon and obligate the Property and any successors in interest to the Property. Operator must obtain the City's prior written consent to any assignment and comply with LMC Title 17 as to any transfer of City permits and approvals associated with the Property or the business.
- b. Should Operator request relocation of the Business, Operator will retain all obligations and responsibilities under this Agreement upon the City's amendment, in the manner required by the LMC and other applicable law, of the Operator's land use entitlements to allow operation at the relocation site.

14. INDEMNITY.

- a. Operator agrees to protect, defend (with legal counsel acceptable to City), indemnify and hold harmless City, its council members, officers, agents, independent contractors, attorneys and employees from any and all (1) claims, damages, penalties, losses, costs, expenses (including reasonable attorneys' fees and court costs), injuries and liabilities of every kind arising out of or related to Operator's conduct of the Business whether such conduct is by Operator or anyone directly employed or contracted with by Operator, and (2) claims challenging the City approval, legality, constitutionality, or enforceability of this Agreement or any other City action related to the Business.
- b. City's rights of indemnity, as expressly set forth in this Agreement, shall not depend upon payment of any claim, damage, penalty, loss, cost, expense (including reasonable attorneys' fees and court costs), injury or liability sustained by Operator or its contractors, subcontractors, agents or employees. Operator shall not be entitled to a refund of any sums spent pursuant to this indemnity promise if Operator is adjudicated or determined to have been without fault or liability.
- c. If City tenders the defense and indemnification of a claim to Operator and its contractors, subcontractors, agents or employees under this Section 14, City shall be entitled to actively supervise defense of the claim, and may select and retain separate counsel, at Operator's or its contractors, subcontractors, agents or employees' expense, as necessary, which decision shall be made solely and exclusively by City. City must consent to the disposition of any such claim, including but not limited to, the settlement of any such claim.
- d. Within 10 days of the service of any claim or lawsuit against the City challenging this Agreement or any other City action related to the Business, the Operator shall submit to the City a \$10,000 cash deposit or irrevocable letter of credit in favor of the City in

a form acceptable to the City Attorney, to pay the City's fees and costs in connection with the defense of any such claim or lawsuit and shall thereafter replenish the funds in increments of \$5,000 when requested by the City upon receipt of an accounting, so that the deposit is continuously maintained at \$10,000 or more. Failure to provide funds sufficient to satisfy this indemnification obligation shall constitute grounds for the City to take action to terminate this Agreement and to nullify any City permit or approval as to the Business. If the City holds remaining defense funds after any claim or lawsuit is resolved, the City shall refund them to Operator within 30 days of the resolution of the claim or lawsuit.

- 15. CEQA.** Nothing in this Agreement shall authorize any development without compliance with the Planning and Zoning Law, the LMC, CEQA (to the extent it applies), the CEQA Guidelines, and other applicable law, policies and procedures. Because the Operator proposes only tenant improvements of an existing structure zoned for retail use, the City has determined that approval of this Agreement and the associated land use entitlements are categorically exempt from analysis under the California Environmental Quality Act pursuant to State CEQA Guidelines sections 15061(b)(1) ["common sense" exemption], 15273 [rates, tolls, and charges], 15301 [existing facilities], 15305 [minor alterations in land use limitations], and 15332 [in-fill development].

16. MISCELLANEOUS.

- a. **Notices.** All notices required by this Agreement or by law shall be in writing and personally delivered or sent by certified mail to the following addresses. Notice may be provided by email as well if receipt of that email notice is acknowledged by the recipient. Either Party may change the address stated here by notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address. Notice shall be deemed delivered on the date of personal delivery or email, one (1) day after delivery to an overnight delivery service and three (3) days after deposit in the U.S. Mail as certified mail.

Notice to City shall be addressed:

CITY OF LATHROP
ATTN: City Manager
390 Towne Centre Drive
Lathrop, California 953302

With a copy to
City Attorney
390 Towne Centre Drive
Lathrop, California 953302

Notice to Operator shall be addressed:

Central California Greens, Inc.
16925 So Harlan Road 103
Lathrop, CA 95330

With a Copy to:
Jennifer McGrath, Esq.
9114 Adams Avenue, #264
Huntington Beach, CA 92646

- b. **CONSTRUCTION OF AGREEMENT.** Operator acknowledges that it has been advised to have this Agreement reviewed by counsel, and agrees that Operator and its counsel (and/or such other business and financial advisers as Operator desires) have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement or any amendments or exhibits.
- c. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into for the sole benefit of the Parties and any successors. No other party (other than a permitted assignee under Section 13) shall have any cause of action or the standing to assert any rights under this Agreement.
- d. **ATTORNEY FEES.** If any action at law or in equity is brought by either Party to enforce or interpret provisions of this Agreement against the other Party, then the prevailing Party shall be entitled to reimbursement by the non-prevailing Party for its reasonable and actual attorneys' fees and costs in the action.
- e. **SEVERABILITY.** Should any provision of this Agreement be found invalid or unenforceable by a court of law, the decision shall affect only the provision interpreted and all remaining provisions shall remain enforceable.
- f. **INTEGRATION.** This Agreement constitutes the entire understanding and agreement of the Parties regarding its subject matter and supersedes any previous oral or written agreement. This Agreement may be modified or amended only by a subsequent writing executed by both Parties.
- g. **COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be signed in one or more counterparts and will be effective when the Parties have affixed their signatures to counterparts, at which time the counterparts together shall be deemed one original document. Signatures may be given by emailed pdf or other electronic means with the same force as hard copy signatures.
- h. **INCORPORATION.** The recitals and all defined terms in this Agreement are part of this Agreement.
- i. **COVENANTS.** City and Operator acknowledge that all covenants, obligations, and rights run with title to the Property. Each and every purchaser, assignee, or transferee

of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned, or transferred to it. Any such purchaser, assignee, or transferee shall observe and fully perform all the duties and obligations of Operator in this Agreement, as such duties and obligations pertain to the Property, or such portion thereof, sold, assigned, or transferred to it.

- j. **GOOD FAITH AND FAIR DEALING.** City and Operator agree to execute all documents and instruments and to take all action and shall use commercially reasonable efforts to accomplish the purposes of this Agreement. City and Operator shall each diligently, reasonably and in good faith pursue the satisfaction of any conditions or contingencies subject to their approval. Nothing in this section is intended to waive or contract away the City's governmental authority.
- k. **ENFORCEMENT.** This Agreement shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Parties agree that any action to enforce this Agreement shall be filed and maintained in the San Joaquin County Superior Court and Operator hereby concedes the existence of personal jurisdiction there and consents to the jurisdiction of that Court for this purpose.
- l. **FEDERAL LAW.** The Agreement involves the operation of a business or businesses involving cannabis retail sales. Under federal criminal law, marijuana remains a Schedule I narcotic, manufacture and distribution of which is prohibited, and for which there is no federally approved use. (Controlled Substances Act, 21 U.S.C. Section 801 *et seq.*) The U.S. Department of Justice takes the position that the federal law is valid and enforceable even against individuals and companies engaged in cultivation, transportation, delivery or use of medical or recreational marijuana as permitted under State law. Operator's direct or indirect involvement in cultivation, dispensing, delivery and retail sale of medical or adult use of cannabis could expose Operator to criminal liability for violating federal law. (See the federal Criminal Accessory statute, 18 U.S.C. Section 2, which imposes accessorial liability against a person who intentionally aids or abets another in violating the narcotics law.) City shall not be obligated to defend or indemnify Operator or any person associated with Operator, if any criminal prosecution occurs arising out of activities related to this Agreement. The Parties agree the City's role as to the Operator's operation of the Business is solely that of a regulator.
- m. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and every provision within it.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written:

City of Lathrop

By: _____
Stephen J. Salvatore
City Manager

Date: _____

Attest: _____
Teresa Vargas
City Clerk

Date: _____

Central California Greens, Inc.

By: _____
Donald Jimenez
Chief Executive Officer

Date: _____

By: _____
Printed Name: _____
Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Michael G. Colantuono, Special Counsel

Date: _____

Property Owner Acknowledgement:

Kulwant Sran

By: _____
(Signature)

Date: _____

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)
) ss.
COUNTY OF _____)

On _____, 2022, before me, _____,
personally appeared _____, 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(ies) upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal.

(SEAL)

Notary's Signature

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)
) ss.
COUNTY OF _____)

On _____, 2022, before me, _____,
personally appeared _____, 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(ies) upon behalf of which the person(s) acted, executed the
instrument.

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

WITNESS my hand and official seal.

(SEAL)

Notary's Signature

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ITEM 4.4

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

**ITEM: COMPLETE ANNUAL PERFORMANCE REVIEW
PROCESS FOR CITY MANAGER AND CITY ATTORNEY**

**RECOMMENDATION: ADOPT RESOLUTION APPROVING AMENDMENT
NUMBER THREE TO THE CITY MANAGER
EMPLOYMENT AGREEMENT, AMENDMENT NUMBER
TWO TO THE CITY ATTORNEY EMPLOYMENT
AGREEMENT, AND RELATED BUDGET AMENDMENT**

BACKGROUND:

The City Council reviews the performance of the two Council appointed officials, City Manager and City Attorney, each year in July pursuant to their written procedure. At the July 11, 2022 regular City Council meeting, the parties met in closed session for their performance discussion as required.

The City Council completed the annual performance evaluations for the City Manager and the City Attorney on July 11, 2022, and unanimously approved a 6% salary increase for the City Manager and 5% salary increase for the City Attorney, effective July 11, 2022. Tonight's action formalizes the approval of the City Council action taken on July 11, 2022.

REASON FOR RECOMMENDATION:

As affirmed by the announcement following closed session on July 11, 2022, Amendments to the Employment Agreements for City Manager and City Attorney have been prepared as directed and are recommended for adoption by the City Council.

FISCAL IMPACT:

The budget amendment required covers the salary increase and CalPERS benefits / overhead costs for each employee. Budget increase for FY 22/23, is as follows:

City Manager	1010-1120-410-1100	\$20,000
City Attorney	1010-1120-410-1100	\$15,000

ATTACHMENTS:

- A. Resolution
- B. Amendment No. 3 to City Manager Employment Agreement
- C. Employment Agreement and Amendment No. 1 and 2 for City Manager
- D. Amendment No. 2 to City Attorney Employment Agreement
- E. Employment Agreement and Amendment No. 1 for City Attorney

CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL MEETING
APPROVAL OF AMENDMENT NO. 3 TO CITY MANAGER EMPLOYMENT
AGREEMENT & AMENDMENT NO 2 TO CITY ATTORNEY EMPLOYMENT
AGREEMENT

PAGE 2

APPROVALS:



Teresa Vargas
Government Services Director
City Clerk

8/4/2022

Date



Michael G. Colantuono
Special Counsel

8/4/2022

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NUMBER THREE TO THE CITY MANAGER EMPLOYMENT AGREEMENT, AMENDMENT NUMBER TWO TO THE CITY ATTORNEY EMPLOYMENT AGREEMENT, AND RELATED BUDGET AMENDMENT

WHEREAS, the City Council reviews the performance of the two Council appointed officials, City Manager and City Attorney, each year in July pursuant to their written procedure; and

WHEREAS, at the July 11, 2022 regular City Council meeting, the parties met in closed session for their performance discussion as required; and

WHEREAS, the City Council completed the annual performance evaluations for the City Manager and the City Attorney on July 11, 2022, and unanimously approved a 6% salary increase for the City Manager and 5% salary increase for the City Attorney, effective July 11, 2022; and

WHEREAS, tonight's action formalizes the approval of the City Council action taken on July 11, 2022; and

WHEREAS, as affirmed by the announcement following closed session on July 11, 2022, Amendments to the Employment Agreements for City Manager and City Attorney have been prepared as directed and are recommended for adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment Number Three (3) to the City Manager Employment Agreement, and Amendment Number Two (2) to the City Attorney Employment Agreement; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the corresponding budget amendment required to cover the salary increase and CalPERS benefits / overhead costs for each employee, budget increase for FY 22/23, is as follows:

City Manager	1010-1120-410-1100	\$20,000
City Attorney	1010-1120-410-1100	\$15,000

The foregoing resolution was passed and adopted this 8th day of August 2022, 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

Michael G. Colantuono

Special Counsel

ATTACHMENT B

**Amendment Number Three to Employment Agreement Between the
City of Lathrop and Stephen J. Salvatore
August 8, 2022**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Manager on or about September 17, 2012.

On or about August 17, 2015, the City Council unanimously agreed to renew and extend the Employment Agreement (Amendment Number One) attached and hereto incorporated herein as Exhibit "B".

On or about November 19, 2018 the City Council approved Amendment Number Two, attached and incorporated herein as Exhibit "C".

The City Council hereby approves a performance-based increase in the City Manager's current base salary of 6% , effective July 11, 2022.

Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

EMPLOYEE

CITY OF LATHROP

By: _____
Stephen J. Salvatore

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:

Michael G. Colantuono
Special Counsel

ATTEST:

Teresa Vargas, City Clerk/Government Services Manager

Attachments:

Exhibit "A" – Employment Agreement for Stephen J. Salvatore effective September 17, 2012

Exhibit "B" – Amendment Number One to Employment Agreement dated August 17, 2015
Exhibit "C" – Amendment Number Two to Employment Agreement dated November 19, 2018

ATTACHMENT C

Amendment Number Two to Employment Agreement Between the City of Lathrop and Stephen J. Salvatore November 19, 2018

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Manager on or about September 17, 2012.


On or about August 17, 2015, the City council unanimously agreed to renew and extend the Employment Agreement pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B". In addition, the Employment Agreement automatically renewed for an additional 3 years in September 2018.

The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

1. Increase current base annual salary by 5%;
2. Up to forty (40) hours of sick leave can be cashed out annually; and
3. Employer will contribute \$2,179 per month towards the Employee's health, dental and vision insurance benefits, and any such increases to benefits provided to other management employees.

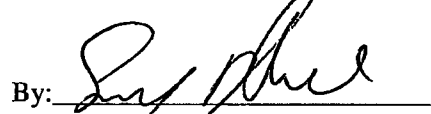
Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE:

By: 
Stephen J. Salvatore


Date: 11-19-18

CITY OF LATHROP

By: 
Sonny Dhaliwal, Mayor

Date: 11/19/18

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

ATTEST:


Teresa Vargas, City Clerk

Attachments:

- Exhibit "A" – Employment Agreement for Stephen J. Salvatore effective September 17, 2012
- Exhibit "B" – Amendment Number One to Employment Agreement dated August 17, 2015

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Contract") is made and entered into this 17 day of September, 2012, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Stephen J. Salvatore, an individual, hereinafter called "Employee," and is effective as of September 17, 2012 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

Employer hereby employs Employee as City Manager to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. TERM.

- A. The term of this Contract shall initially be for three (3) years, commencing as of the Effective Date, and shall be automatically renewed and extended for additional three (3) year periods at the end of each three year period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given.
- B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign as City Manager or as an employee of the City at any time for any reason.
- C. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.
- D. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.
- E. Employee's initial date of hire was January 1, 2008, but this Agreement is effective as the Effective Date specified above.

SECTION 3. SALARY.

Employer agrees to pay Employee, commencing with the Effective Date for his duties, the base annual salary of one hundred and seventy one thousand one hundred thirty one dollars

Exhibit "A"

(\$171,131) payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

On the one (1) year anniversary of the Effective Date, the City Council shall conduct an annual performance evaluation. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. On the subsequent anniversaries, Employer may grant merit increases to the base annual salary and provide other benefits to Employee under this Contract at their discretion.

SECTION 4. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of Employer. To that end, Employee will be granted management leave at a rate of four (4) weeks of management leave per calendar year. Management leave is fully credited on January 1st of each year.

SECTION 5. AUTOMOBILE ALLOWANCE.

Employer shall receive an a automobile allowance of \$450.00 per month for the general business use of his personal vehicle; however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles.

SECTION 6. TERMINATION.

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined herein.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting. Except for non-renewal of contract pursuant to 2A, the Employer however shall not terminate Employee within a "cooling off" period of ninety (90) days either before or after an election for which a City Council Member is elected.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.

- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless any such reduction is pursuant to a City wide furlough program, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, by majority of the City Council of Employer, then the Employee may declare a termination as of the date of the requested resignation.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and /or the punishment for which includes a prohibition of holding public employment.

SECTION 7. CONFIDENTIALITY.

Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee during his service as City Manager shall at all times be conducted in closed session of the City Council and shall be considered confidential to the full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of Employee's evaluation with their respective legal counsel.

SECTION 8. SEVERANCE P AY.

If this Contract is terminated pursuant to Section 6, Paragraph B, D, E, F, G or City breach of Contract, Employer shall pay severance to Employee in the amount of six (6) months' salary. Instead of six of severance pay in accordance with this Section, Employee may elect to treat the non-renewal of the Contract (as described in herein and in Section 2) as a termination that entitles him to three (3) months' severance pay in addition to regular pay during the 90 day notice period of non-renewal referenced in Section 2A.

If this contract is terminated for any reason specified herein, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in one payment within 30 days of termination.

SECTION 9. NOTICE TO RESIGN

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The Employer shall have no further obligation to provide payments and benefits to Employee for his service as City Manager after the effective date of the resignation except for all accrued and unused management leave, sick leave and vacation time. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 10. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 11. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 12. DISABILITY, ADJUSTMENTS, HEALTH AND LIFE INSURANCE, COST-OF-LIVING, VACATION AND SICK LEAVE.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer. An annual cost of living increase adjustment shall be applied to the base annual salary going forward to Employee as established for all other non-represented employees. Additionally, Employee will accrue vacation and sick leave at a rate as outlined in the City's Administrative Policies Manual based on his initial hire date.

SECTION 13. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 14. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- | | |
|--------------|---|
| (1) Employer | Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA |
| (2) Employee | At his address as reflected in his personnel records of the City. |

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 15. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

B. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

EMPLOYEE

By: 

Stephen J. Salvatore

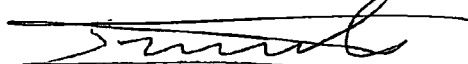
Date: 9/12/12

CITY OF LATHROP

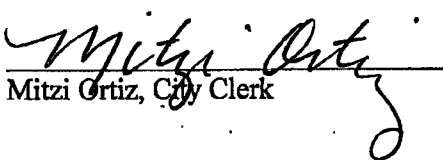

J Chaka Santos, Mayor

Date: 9/17/12

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

ATTEST:


Mitzi Ortiz, City Clerk

**Amendment Number One to Employment Agreement between
The City of Lathrop and Stephen J. Salvatore
August 17, 2015**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for the services of City Manager on or about September 17, 2012.

The City Council has met and unanimously agreed to renew and extend this Employment Agreement pursuant to the conditions as described in Section 2 of the Employment Agreement.

IN WITNESS WHEREOF the City of Lathrop has caused this Amendment No. 1 to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the employee has signed and executed this Amendment both in duplicate.

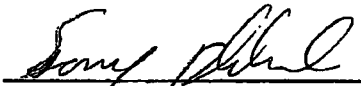
EMPLOYEE

By: 

Stephen J. Salvatore

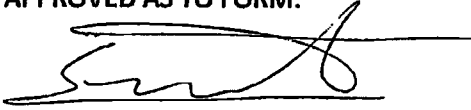
Date: 8.17.15

CITY OF LATHROP


Sonny Dhaliwal, Mayor

Date: 8/17/15

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTEST:


Teresa Vargas, City Clerk

Attachment: Exhibit A – Employment Agreement for Stephen J. Salvatore effective September 17, 2012

ATTACHMENT D

**Amendment Number One to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
November 19, 2018**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

The Employment Agreement has automatically renewed in January of 2013 and January of 2018 pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B".

The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

1. Increase current base salary by 5%; and
2. If Employee resigns his position, he will be paid for all accrued and unused management leave, sick leave and vacation time.

Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE

CITY OF LATHROP

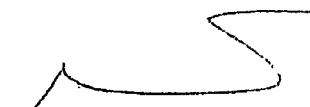
By: _____
Salvador V. Navarrete

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:


11/20/18
Michael G. Colantuono, Special Counsel

ATTEST:

Teresa Vargas, City Clerk

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January 14, 2008.

EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT ("Contract") is made and entered into this 11th day of December, 2007, by and between the City of Lathrop, California, a general law city organized under the laws of the State of California, hereinafter called "Employer," and Salvador V. Navarrete, an individual, hereinafter called "Employee," and is effective as of January 14, 2008 ("Effective Date").

The parties agree as follows:

SECTION 1. DUTIES.

A. General.

Employer hereby employs Employee as City Attorney to perform the functions and duties specified in the laws of the State of California, the Municipal Code of the City of Lathrop, and the Ordinances and Resolutions of the City of Lathrop, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. Description of Duties.

In amplification of Section 1A. of the Contract, Employee shall serve as general counsel and chief legal advisor to employer, and perform all legal duties for Employer, except

(i) When, in the opinion of Employer, it would be more appropriate to hire outside specialist counsel. In such event, Employee shall assist Employer in selecting such outside specialist counsel. Such outside specialist counsel may serve in lieu of Employee on any particular matter, or may assist Employee; or

(ii) When counsel for Employer is otherwise provided, as in the case of counsel provided by insurers in connection with various insurance policies held by Employer, or provided by the Risk Management Authority of which Employer is a member; or

(iii) When a conflict exists such that Employee is prohibited by law or rules of professional conduct from representing or advising Employer.

C. In further amplification of Section 1.A. of this contract, Employee shall, unless excused by Employer, attend all meetings of the City Council and the Planning Commission of the City of Lathrop, and meetings of such other Boards or Commissions of the City as the City Council may, from time to time, direct.

D. In further amplification of Section 1.A of this Contract, it is recognized and agreed that Employee reports to the City Council of Employer, and not to the City Manager of Employer, but Employee will co-ordinate with the City Manager of Employer to ensure the legal needs of Employer are met. Employee shall operationally be considered a department head with all the rights, duties and obligations thereof.

SECTION 2. TERM.

A. The term of this Contract shall initially be for five (5) years, commencing as of the Effective Date, and shall be automatically renewed and extended for an additional five (5) year period at the end of each renewal and extension period, unless either party shall provide written notice of non-renewal at least ninety (90) days prior to the end of the period in which notice is given. In the event Employer declares its intention not to renew and extend this Contract, then Employee, while continuing to perform all of his duties hereunder, may undertake the pursuit of new employment opportunities.

B. Nothing in this Contract shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time for any reason.

C. Notwithstanding any other provision in this Section 2, this Contract may be earlier terminated in accordance with Section 7 of this Contract

D. Employee shall remain in the exclusive employ of Employer, and shall neither accept other employment nor become employed by any other employer except upon written approval of Employer.

E. The term "employed" shall not be construed to include occasional teaching, writing, speaking, or consulting performed during Employee's time off.

SECTION 3. DISABILITY.

If Employee shall, for whatever reason, become incapable of performing any of the essential functions of City Attorney, even with reasonable accommodation by Employer, either

1. Permanently, or

2. For a period exceeding the period of leave available to the Employee under the Family Medical Leave Act or the California Family Rights Act, or accrued sick leave, whichever is longer, then Employee shall be deemed to have suffered a disability. Employer and Employee agree that the time period specified in this paragraph 2 is a reasonable accommodation by Employer, and that granting longer time would be an undue hardship on Employee.

SECTION 4. SALARY.

Employer agrees to pay Employee, effective January 14, 2008, for his duties, a base annual salary of one hundred fifty thousand dollars (\$150,000) payable in installments at the same time and in the same manner as other Employees of the Employer are paid.

The City Council shall conduct an annual performance evaluation within fifteen (15) days of January 14th each year commencing in 2009. This evaluation shall be completed as a joint effort between Employee and Employer. If desired, an outside facilitator, to be mutually agreed upon by Employer and Employee, and at Employer's sole cost, may be utilized. Upon satisfactory completion of this annual performance review, Employer may grant merit increases to the base salary and other benefits to provide to Employee under this Contract. Any such modifications shall be in writing and signed by Employee and Employer.

SECTION 5. HOURS OF WORK.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of

Employer. To that end, Employee will be granted fifteen (15) days of management leave per calendar year. Management leave is fully credited on January 1st of each year and cannot be cashed out or rolled over.

SECTION 6. AUTOMOBILE ALLOWANCE.

Employer shall receive an automobile allowance of \$450.00 per month for the general business use of his personal vehicle; however, Employer shall also reimburse Employee at the IRS standard mileage rate for any business use of his personal vehicle for any single business trip totaling more than 100 miles.

SECTION 7. TERMINATION

This Contract shall terminate upon the occurrence of any of the following events:

- A. The death of Employee.
- B. The dissolution or bankruptcy of Employer.
- C. The disability of Employee, as defined in Section 3 of this Contract.
- D. The majority of the City Council of Employer votes to terminate the Employee at a duly authorized meeting.
- E. If the Employer, citizens or legislature act or acts to amend any provision of applicable law that substantially changes the role, powers, duties, authority, or responsibilities of the Employee, the Employee shall have the right to declare that such amendments constitute termination.
- F. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Contract and will be regarded as termination.
- G. If the Employee resigns following an offer to accept resignation, or a suggestion that Employee resign, whether formal or informal, by any member of the City Council of Employer acting as representative of the majority of the City Council, then the Employee may declare a termination as of the date of the suggestion.
- H. Breach of contract declared by either party with a thirty (30) day cure period for either Employee or Employer to be provided. Written notice of a breach of contract shall be provided.
- I. Conviction of Employee of any public offense that is a felony, and/or involves moral turpitude, and/or the punishment for which includes a prohibition of holding public employment.

SECTION 8. CONFIDENTIALITY

- A. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in closed session of the City Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Employer or the Employee from sharing the content of the City Attorney's evaluation with their respective legal counsel.
- B. In the event of termination or resignation, the Employer and Employee agree not to make comments or statements about each other and shall respond to inquiries by only confirming that such termination or resignation occurred. In addition, the Employer and Employee agree not to discuss the circumstances surrounding employment and termination with any person other than their respective legal counsel, including but not limited to members of the media, public, and City staff.

SECTION 9. SEVERANCE PAY

If this Contract is terminated because of the reasons specified in Section 7.C, 7.D, 7.E, 7.F, 7.G, or an uncured breach by Employer pursuant to 7.H, Employer shall pay severance pay to Employee up to a maximum of nine (9) months' salary. Employee may elect to treat the non-renewal of the Contract (as described in Section 2.A) as a termination that entitles him to severance pay in accordance with this Section. A severance bank of six (6) months pay is granted on the 61st day after the Effective Date of this Contract. Employee thereafter shall earn one (1) additional month of severance per year of service, not to exceed a combined total of nine (9) months severance.

If Employee is terminated by the Employer within the three (3) months preceding or following a General Election where one or more City Council seats are contested on the ballot of such election (the "election cool-off period"), then Employee will be granted an additional three (3) months severance (salary only – no payout on additional benefits or leave accruals) to the severance bank currently earned.

If this contract is terminated for any reason specified in Section 7 within the first 60 days of employment, Employee will receive three (3) months of severance pay.

If this contract is terminated for any reason specified in Section 7, Employee shall be paid for all accrued and unused sick leave, vacation time, paid holidays; and the cash value of all benefits including employer's contribution to PERS, Health Insurance allowance, and car allowance. Severance will be paid in monthly installments equal in number to the number of months' severance due employee pursuant to this Section.

SECTION 10. NOTICE TO RESIGN

Employee may terminate this Contract by providing written notice to the City at least thirty (30) days prior to the effective date of resignation. The City shall have no further obligation to provide payments and benefits after the effective date of the resignation. The City requests that Employee provide six (6) to twelve (12) months advance notice in the event that he determines to retire from service.

SECTION 11. VACATION AND SICK LEAVE.

Employee will accrue vacation at a rate of fifteen (15) days per year. Up to forty (40) hours of unused vacation hours earned may be cashed out. Employee will accrue ninety-six (96) hours of sick leave per year. Up to forty (40) hours of sick leave can be cashed out annually after Employee accrues ninety-six (96) hours. There is no cap on accrual.

SECTION 12. DISABILITY, COST-OF-LIVING ADJUSTMENTS, HEALTH AND LIFE INSURANCE.

Employee shall be provided the same disability, COLA adjustments (beginning with 2008 adjustment), health, dental, vision and life insurance benefits that are presently provided to other management employees of Employer and any such increases to benefits will not require City Council action to be effective. Employer will contribute \$1,620 per month towards Employee's cafeteria plan.

SECTION 13. RETIREMENT.

Employer shall pay Employee's contribution to the Public Employees Retirement System in accordance with adopted policies of Employer.

SECTION 14. DUES AND SUBSCRIPTIONS.

Employer shall budget and pay for the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary

and desirable for his continued professional participation, growth and advancement and for the good of Employer.

SECTION 15. PROFESSIONAL DEVELOPMENT.

A. Employer shall budget for and pay the travel and subsistence expenses of Employee for professional official travel, meetings and occasions (maximum of three annually) adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to the League of California Cities and such other national, regional, state and local governmental groups and committees thereof of which Employee may serve as a member. Employer shall budget and pay for the travel and subsistence expense of Employee for short courses, institutes and seminars necessary for her professional development and for the good of the Employer.

SECTION 16. REIMBURSEMENT OF EXPENSES.

To the extent Employee necessarily incurs expenses in the performance of her duties, Employee will receive prompt reimbursement therefore. Employee shall submit a claim form to Employer in the form and manner required of any employee. The requirement for a claim form shall apply to mileage reimbursement under Section 6 of this Contract.

SECTION 17. INDEMNIFICATION.

Employer shall defend, save harmless and indemnify Employee in accordance with Division 3.6 of the California Government Code, commencing with section 810.

SECTION 18. BONDING.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

Unless otherwise specifically provided herein, all provisions of the Municipal Code and regulations and rules of Employer including but not limited to those relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions, as they now exist or hereafter may be amended also shall apply to Employee as they would to other unrepresented employees of the Employer.

SECTION 20. NOTICES.

Notices pursuant to this Contract shall be in writing given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

- (1) Employer: Mayor, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330
- (2) Employee: Salvador V. Navarrete, 3378 Lighthouse Court, Atwater, CA 95301

Alternatively, notices required pursuant to this Contract may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 21. GENERAL PROVISIONS.

A. The text herein shall constitute the entire Contract between the parties.

B. If the Employee dies prior to the expiration of the term of employment, any monies that may be due to him from Employer under this Agreement as of the date of his death shall be paid to his beneficiaries or personal representatives.

C. This Contract shall become effective on the date first written above.

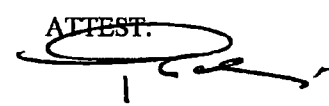
D. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Lathrop has caused this Contract to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Contract, both in duplicate, the day and year first above written.

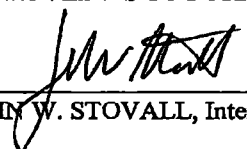
"EMPLOYER"
CITY OF Lathrop

By: 
Kristy Sayles, Mayor

ATTEST.


Rick Caldeira, City Clerk

APPROVED AS TO FORM:


JOHN W. STOVALL, Interim City Attorney

"EMPLOYEE"


Salvador V. Navarrete

**Amendment Number One to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
November 19, 2018**

The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

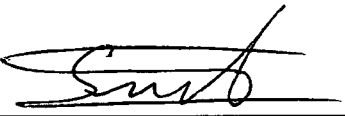
The Employment Agreement has automatically renewed in January of 2013 and January of 2018 pursuant to the conditions as described in Section 2 of the Employment Agreement, attached hereto and incorporated herein as Exhibit "B".

The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

1. Increase current base salary by 5%; and
2. If Employee resigns his position, he will be paid for all accrued and unused management leave, sick leave and vacation time.

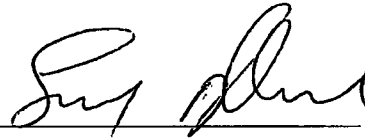
Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE

By: 
Salvador V. Navarrete

Date: 11-19-18

CITY OF LATHROP

By: 
Sonny Dhaliwal, Mayor

Date: 11/19/18

APPROVED AS TO FORM:

See page 2

ATTEST:


Teresa Vargas, City Clerk

Attachments:

Exhibit "A" – Employment Agreement for Salvador V. Navarrete effective January 14, 2008.

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ITEM 4.5

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFICATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT, CIP GG 21-11**

RECOMMENDATION: **Adopt Resolution Ratifying the City Manager's Action to Execute Amendment No. 1 to the Agreement with Trident K-9 Consulting to Purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11**

SUMMARY:

On July 20, 2022, the City of Lathrop and Trident K-9 Consulting (Trident) entered into an agreement in which Trident would help build the Lathrop Police Department's K-9 unit, search for and purchase two K-9s, and provide initial handler's training for the K-9 Officers. Trident began the process of building the K-9 unit for the Lathrop Police Department and choosing the officers and their K-9. It was identified that a third K-9 would allow the department to provide K-9 assistance on all patrol shifts for better coverage and service to the community. Lathrop has requested that services be expanded to include a third K-9 and Trident has agreed to provide the additional services. Due to timing in choosing the officers and purchasing the K-9s, Amendment No.1 with Trident was executed.

Staff is requesting that City Council ratify the City Manager's action to execute Amendment No. 1 to the agreement with Trident K-9 Consulting to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department. Sufficient funds are included in Capital Improvement Project (CIP) GG 21-11 to cover the cost for the third K-9.

BACKGROUND:

At the March 22, 2021, City Council Special Meeting, Council directed staff to create CIP GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff's Office to the City of Lathrop. On June 29, 2022, the City of Lathrop Police Department took over law enforcement services from the Sheriff's Office.

The initial transition budget included two K-9s for the new Police Department. There have been several critical incidences since Lathrop Police Department took over law enforcement services where it was critical to have a K-9 on duty. These incidences happened on different patrol shifts and it helped determine the need of a third K-9. The third K-9 would allow the department to provide K-9 assistance on all patrol

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**RATIFICATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT, CIP GG 21-11**

shifts for better coverage and service to the community. The Lathrop Police Department was able to request back up from a neighboring agency who was able to assist. Without the K-9 assistance, these incidences may have taken much longer and used more personnel hours. Having a K-9 team during all patrol shifts is essential for the Lathrop Police Department to provide the necessary resource to respond to critical situations efficiently.

The Lathrop Police Department will deploy K-9s in a variety of situations. Situations can include but are not limited to:

- search for firearms and drugs
- locate items that may have evidentiary value
- locate fleeing suspects that may have hidden and apprehension of suspects
- provide handler protection for officer safety
- enter locations that may be unsafe or too small for officers
- reduce personnel time to search buildings or structures thoroughly and safely
- be a deterrent to perpetrators and encourage compliance from all parties involved that will often reduce the need for use of force by police officers
- use as a less lethal force option

K-9s will also be used to provide positive ways for our officers to interact with the community. This can be during events at schools, visiting classrooms, presence at scheduled City events, National Night Outs, block parties, and other community engagement opportunities.

As part of the agreement, the City can request a different K-9 if the performance of the one chosen by Trident is not satisfactory to the City. In addition, there is a one year warranty period should the K-9 stop performing where the City is able to request a K-9 exchange.

REASON FOR RECOMMENDATION:

Having a K-9 team during all patrol shifts is essential for the Lathrop Police Department to provide the coverage and service that the community needs. The K-9 teams will provide Officers the necessary resource to respond to critical situations efficiently and provide the support that can range from apprehension of suspects and searching for firearms or evidence to interacting with the community during events.

FISCAL IMPACT:

The cost of Amendment No.1 to the agreement with Trident K-9 Consulting is \$19K. Sufficient funds are included in the CIP GG 21-11 transition budget to cover the cost of these services.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

RATIFICATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT, CIP GG 21-11

ATTACHMENTS:

- A. Resolution to Ratify the City Manager's action to execute Amendment No. 1 to the Agreement with Trident K-9 Consulting to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11
- B. Amendment No.1 to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11

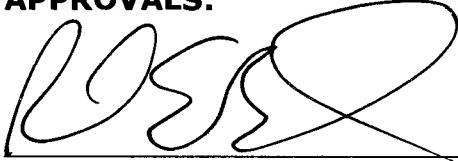
CITY MANAGER'S REPORT

PAGE 4

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

RATIFICATION OF AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT, CIP GG 21-11

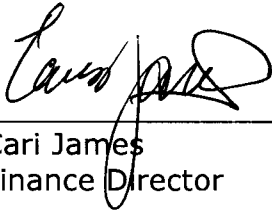
APPROVALS:



Raymond Bechler
Chief of Police

7/28/22

Date



Cari James
Finance Director

7/29/2022

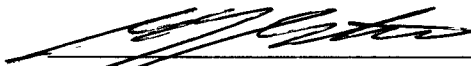
Date



Salvador Navarrete
City Attorney

7.28.2022

Date



Stephen J. Salvatore
City Manager

8.2.22

Date

RESOLUTION NO. 22 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING THE CITY MANAGER'S ACTION TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH TRIDENT K-9 CONSULTING TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT, CIP GG 21-11

WHEREAS, at the March 22, 2021, City Council Special Meeting, Council directed staff to create Capital Improvement Project (CIP) GG 21-11, to begin the creation of the new Lathrop Police Department, and implement the transition of law enforcement services from the San Joaquin County Sheriff to the City of Lathrop; and

WHEREAS, on June 29, 2022, the City of Lathrop Police Department took over law enforcement services from the Sheriff's Office; and

WHEREAS, on July 20, 2022, the City of Lathrop and Trident K-9 Consulting (Trident) entered into an agreement in which Trident would help build the Lathrop Police Department's K-9 unit, search for and purchase two K-9s, and provide initial handler's training for the K-9 Officers; and

WHEREAS, the initial transition budget included two K-9s for the new Police Department; and

WHEREAS, Lathrop has requested from Trident that services be expanded to include a third K-9 and Trident has agreed to provide the additional services; and

WHEREAS, the K-9 teams will provide Officers the necessary resource to respond to critical situations efficiently and provide the support that can range from apprehension of suspects and searching for firearms or evidence to interacting with the community during events; and

WHEREAS, K-9s will also be used to provide positive ways for our officers to interact with the community. This can be during events at schools, visiting classrooms, presence at scheduled City events, National Night Outs, block parties, and other community engagement opportunities; and

WHEREAS, the cost of Amendment No.1 to the agreement with Trident K-9 Consulting is \$19K; and

WHEREAS, sufficient funds are included in the CIP GG 21-11 transition budget to cover the cost of these services.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify the City Manager's action to execute Amendment No.1 to the agreement with Trident K-9 Consulting to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11.

The foregoing resolution was passed and adopted this 8th day of August 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

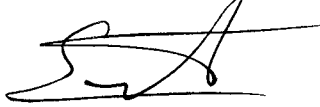
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 1

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
TRIDENT K-9 CONSULTING DATED JULY 20, 2022**

**TO PURCHASE A THIRD K-9 AND PROVIDE HANDLER'S COURSE TO THE
ADDITIONAL K-9 TEAM FOR THE LATHROP POLICE DEPARTMENT, CIP GG 21-
11**

THIS CONTRACT AMENDMENT (hereinafter "AMENDMENT NO. 1") to the agreement between TRIDENT K-9 CONSULTING and the City of Lathrop dated July 20, 2022, (hereinafter "AGREEMENT") dated for convenience this _____ **day of August 2022**, is by and between **Trident K-9 Consulting** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11, which are required by this agreement; and

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

WHEREAS, on July 20, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide Consultation to Build and Structure New K-9 Unit for the New Lathrop Police Department, Purchase Two (2) Dual Purpose K-9s, and Provide Handler's Course for Two (2) K-9 Teams, CIP GG 21-11, in the amount not to exceed \$61,000; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11; and

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

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

AMENDMENT NO.1 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

CONSULTANT agrees to purchase a third K-9 and provide handler's course to the additional K-9 team for the Lathrop Police Department, CIP GG 21-11 in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated July 20, 2022. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and to CITY'S satisfaction.

(2) **Compensation.** Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$19,000** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1, with a total sum not to exceed \$80,000.00. (\$61,000 for the original AGREEMENT, and \$19,000 for AMENDMENT NO. 1). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) **Effective Date and Term**

The effective date of AMENDMENT NO. 1 is **August _____, 2022**, and it shall terminate no later than **June 30, 2023**. 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 July 20, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

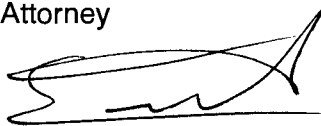
(5) **Signatures**

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 AMENDMENT NO.1 WITH
TRIDENT K-9 CONSULTING – CIP GG 21-11

Approved as to Form:

City of Lathrop
City Attorney



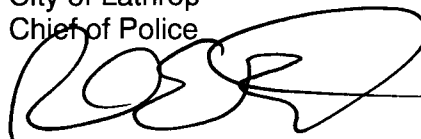
Salvador Navarrete

7-29-2022

Date

Recommended for Approval:

City of Lathrop
Chief of Police



Raymond Bechler

7/28/22

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Trident K-9 Consulting
2611 Hampton Ave.
Redwood City, CA 94061

Federal ID # **81-0868170**
Lathrop Business License # **21000**

Signature

Date

Print Name and Title

Exhibit A



Trident K9 Consulting
2611 Hampton Avenue
Redwood City, CA 94061 US
marty.tridentk9@gmail.com

Invoice 1396

DATE	PLEASE PAY	DUE DATE
07/20/2022	\$12,500.00	08/19/2022

BILL TO
Lathrop Police Department
940 Rivers Island Parkways
Lathrop, CA 95330

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	QTY	RATE	AMOUNT
Sales	1	12,500.00	12,500.00
1 Dual Purpose Police K9			
SUBTOTAL			12,500.00
TAX			0.00
TOTAL			12,500.00
TOTAL DUE			\$12,500.00

THANK YOU.



Trident K9 Consulting
2611 Hampton Avenue
Redwood City, CA 94061 US
marty.tridentk9@gmail.com

Invoice 1397

DATE	PLEASE PAY	DUE DATE
07/20/2022	\$6,500.00	08/19/2022

BILL TO

Lathrop Police Department
940 Rivers Island Parkways
Lathrop, CA 95330

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

DESCRIPTION	QTY	RATE	AMOUNT
K9 Training Handler's Course for 1 K9 Teams	1	6,500.00	6,500.00
SUBTOTAL			6,500.00
TAX			0.00
TOTAL			6,500.00
TOTAL DUE			\$6,500.00

THANK YOU.



Lathrop Police Department,

Trident K9 Consulting will provide an additional Dual Purpose Police K9 for the following costs and scope of work:

Cost: \$12,500.00

Handler's Training Course: \$6,500.00

Scope of Work: The Police K9 will be used for indoor/outdoor building searches, tracking, firearm or narcotics detection, apprehension of serious offenders and public demonstrations.

Warranty: The Police K9 will have a 1 year warranty for health (teeth are not covered under warranty) and workability. If a Police K9 needs to be replaced while under warranty, Trident K9 Consulting will replace the K9 for another Police K9 that is suitable for the Lathrop Police Department.

Respectfully,

Marty Mahon

Marty Mahon
Owner
Trident K9 Consulting

**CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**

ITEM: **APPROVE AMENDMENT NO. 1 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 1 with Robert Half International, Inc. to Provide Professional Services Associated with EnerGov Implementation**

SUMMARY:

City staff utilizes development services software to perform a variety of day-to-day functions across many departments. Currently the City is implementing a new software system called EnerGov to streamline permit processing, plan review, workflow tracking, field inspections and payment processing.

In April 2022, the City entered into a Professional Services Agreement (PSA) with Robert Half International, Inc. (Robert Half) to assist with EnerGov software configuration in the amount of \$47,000. City staff has been pleased with the services provided by Robert Half and requested a proposal for additional support services needed to complete the implementation of EnerGov.

Tonight, staff is requesting City Council approval of Amendment No. 1 with Robert Half to provide professional services related to complete the implementation of EnerGov software in the amount of \$93,600. Sufficient funds have been allocated in the adopted Fiscal Year (FY) 2022/23 Budget.

BACKGROUND:

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

City Council approved the purchase of a new software system called EnerGov to streamline permit processing, plan review, workflow tracking, field inspections and payment processing. City staff began implementing the new software system and in April 2022 entered into a PSA with Robert Half to assist with EnerGov software configuration in the amount of \$47,000. City staff has been pleased with the services provided by Robert Half and requested a proposal for support services needed to complete the implementation of EnerGov.

CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
AMENDMENT NO. 1 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES

PAGE 2

REASON FOR RECOMMENDATION:

Amendment No. 1 will allow for a quicker implementation of the EnerGov software, which will result in City staff providing improved services to developers and residents.

FISCAL IMPACT:

The cost of Amendment No. 1 is not to exceed \$93,600 paid on a time and material basis. The adopted FY 2022/23 Budget allocated sufficient funds within the Building Department Fund 2015-50-30-420-0100.

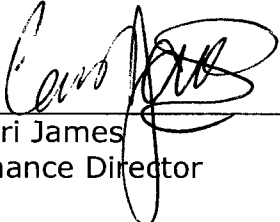
ATTACHMENTS:

- A. Resolution Approving Amendment No. 1 with Robert Half International, Inc. to Provide Professional Services Associated with EnerGov Implementation
- B. Amendment No. 1 with Robert Half International, Inc. to Provide Professional Services Associated with EnerGov Implementation

CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
AMENDMENT NO. 1 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE
PROFESSIONAL SERVICES

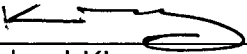
PAGE 3

APPROVALS:




Cari James
Finance Director

8/1/2022
Date



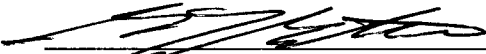
Michael King
Assistant City Manager

8-1-2022
Date



Salvador Navarrete
City Attorney

8-1-2022
Date



Stephen J. Salvatore
City Manager

8.1.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH ROBERT HALF INTERNATIONAL, INC. TO PROVIDE PROFESSIONAL SERVICES ASSOCIATED WITH ENERGOV IMPLEMENTATION

WHEREAS, City staff utilizes development services software to perform a variety of day-to-day functions across many departments and currently the City is implementing a new software system called EnerGov to streamline permit processing, plan review, workflow tracking, field inspections and payment processing; and

WHEREAS, In April 2022, the City entered into a Professional Services Agreement (PSA) with Robert Half International, Inc. (Robert Half) to assist with EnerGov software configuration in the amount of \$47,000; and

WHEREAS, City staff has been pleased with the services provided by Robert Half and requested a proposal for additional support services needed to complete the implementation of EnerGov; and

WHEREAS, the cost of Amendment No. 1 is not to exceed \$93,600, paid on a time and material basis, and sufficient funds have been allocated in adopted Fiscal Year 2022/23 Budget; and

WHEREAS, Amendment No. 1 will allow for a quicker implementation of the EnerGov software, which will result in City staff providing improved services to developers and residents.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment No. 1 with Robert Half International, Inc. to Provide Professional Services Associated with EnerGov Implementation.

The foregoing resolution was passed and adopted this 8th day of August 2022, 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

AMENDMENT NO. 1

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
ROBERT HALF INTERNATIONAL, INC. DATED APRIL 21, 2022**

**TO PROVIDE ADDITIONAL STAFFING AUGMENTATION SERVICES IN THE
BUILDING DEPARTMENT FOR ENERGOV IMPLEMENTATION**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 1") to the agreement between MacKay & Soms Civil Engineers, Inc. and the City of Lathrop dated April 21, 2022, (hereinafter "AGREEMENT") dated for convenience this **8th day of August 2022**, is by and between **Robert Half International, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Staffing Augmentation Services in the Building Department for EnerGov Implementation, which are required by this agreement; and

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

WHEREAS, on April 21, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide Staffing Augmentation Services in the Building Department for EnerGov Implementation, in the amount not to exceed \$47,000; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 to provide Additional Staffing Augmentation Services in the Building Department for EnerGov Implementation; and

WHEREAS, CONSULTANT is willing to render such Staffing Augmentation Services in the Building Department for EnerGov Implementation, as hereinafter defined, on the following terms and conditions.

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

AMENDMENT NO. 1 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

CONSULTANT agrees to perform Staffing Augmentation Services in the Building Department for EnerGov Implementation in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated April 21, 2022. 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 OF LATHROP – ROBERT HALF INTERNATIONAL, INC.
STAFFING AUGMENTATION SERVICES IN THE BUILDING DEPARTMENT FOR ENERGOV
IMPLEMENTATION**

City hereby agrees to pay CONSULTANT an additional cost of **\$93,600** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1, with a total sum not to exceed of \$140,600 (\$47,000 for the original AGREEMENT and \$93,600 for AMENDMENT NO. 1). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 1 is **August 8, 2022**, and it shall terminate no later than **June 30, 2023**. AMENDMENT NO. 1 hereby extends the term of the original AGREEMENT to June 30, 2023. 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 April 21, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

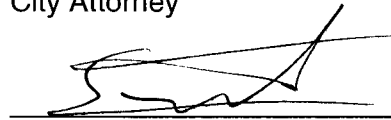
(5) Signatures

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 – ROBERT HALF INTERNATIONAL, INC.
STAFFING AUGMENTATION SERVICES IN THE BUILDING DEPARTMENT FOR ENERGOV
IMPLEMENTATION**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8-1-2022

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Robert Half International, Inc.
10100 Trinity Parkway, Suite 330
Stockton, CA 95219
Phone: (925) 225-0690

Federal ID # 94-1648752
Lathrop Business License # 20402

Signature

Date

Print Name and Title

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This First Amendment to the *City of Lathrop Professional Services Agreement* is entered into by and between Robert Half International Inc. ("Consultant," or "RH") and the City of Lathrop ("City" or "Client") (the "Amendment"). This Amendment is effective as of the last date listed below (the "Amendment Date").

RECITALS

WHEREAS, the parties entered into that certain *City of Lathrop Professional Services Agreement with Robert Half International Inc.* regarding the services of the Assigned Individual Ricardo Mendoza-Ramos, dated April 21, 2022 (the "Agreement"); WHEREAS, the parties now desire to amend the Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties hereby agree as follows:

1. Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A.

This Amendment is effective as of the Amendment Date, and no changes or modifications hereto shall be effective unless the same shall be in writing and signed by the parties. In the event of any inconsistency between the terms of the Agreement and the terms of this Amendment, the terms of this Amendment will supersede and control. In all other respects, the terms of the Agreement are ratified and confirmed.

The parties to this Amendment each indicate their acceptance of the terms herein by the signature of a duly authorized and empowered signatory.

Robert Half International Inc.^{EOE}

City of Lathrop

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

ROBERT HALF STATEMENT OF WORK

This Robert Half Statement of Work RH ("SOW"), effective as of July 28, 2022 is entered into by and between City of Lathrop ("Client") and Robert Half International Inc., through its technology practice group ("RH").

1. **Scope of Engagement.** RH will assign one or more individual(s) to Client to assist Client with its completion of the following:

Responsible for performing the full scope of routine and complex assigned duties to bring the EnerGov platform to a Go Live status. Receives task guidance from the Chief Building Official and the ISD Management Analyst. The scope of tasks assigned will be specific to EnerGov Applications for the Permitting & Inspections modules, including but not limited to:

1. Core Configuration: CSS, EnerGov Permitting, EnerGov Inspections, associated System/Global settings
 - a. Custom Field/Online Custom Fields - creation and updates
 - b. Fee/Fee Template/Fee Automation - creation and updates
 - c. Reviews/Submittals/Items/Files/Conditions - creation and updates
 - d. Workflow/Actions/Steps/Tasks, etc. - creation and updates
 - e. Holds - creation and updates
2. Report Configuration:
 - a. EnerGov SSRS reporting, Crystal Reports maintenance and creation, SQL queries
3. Automation:
 - a. Intelligent Objects, Intelligent Actions, GeoRules, stored procedures, and views creation, modification, and optimization, specific to EnerGov applications
4. Testing:
5. Training:
 - a. Work with department administrator to create training materials.
 - b. Assist with preparing for and performing Department Training.

Other tasks and duties as assigned by the ISD Management Analyst

2. **Professionals.** RH will assign the following individual(s) (each a "Professional") to Client for this engagement:

Name of Professional	Hourly Bill Rate	Estimated Start Date	Estimated End Date
Ricardo Mendoza- Ramos	\$ 90.00	4/12/2022	12/30/2022

3. **Contact Information.**

Client Representative	RH Representative
Name: Michael King, P.E.	Name: Michelle Knox
E-mail:	E-Mail: michelle.knox@rht.com
Phone: P: (209) 941-7454 C: (209) 992-0018	Phone: 9728244880
Address: 390 Towne Centre Drive, Lathrop, CA 95330	Address: 10100 Trinity Parkway, Suite 330 Stockton, CA 95219

4. **Termination.** Either party may terminate this SOW at any time upon thirty (30) days' prior written notice to the other party.
5. **General Conditions of Engagement.** RH assigns the Professional(s) to Client pursuant to the General Conditions of Engagement attached hereto as Exhibit A and incorporated herein by reference.

[Signature page to follow]

Agreed to:
City of Lathrop

By _____
Authorized signature

Name (type or print):

Date:

Agreed to:
Robert Half International, Inc.

By _____
Authorized signature

Name (type or print):

Date:

Exhibit A
General Conditions of Engagement

Required Screenings.

If Client requires RH to perform background checks or other placement screenings of the Professionals, Client agrees to notify RH prior to the start of Services under this SOW. RH will conduct such checks or screenings only if they are described in a signed, written amendment to this SOW. If Client requests a copy of the results of any checks conducted on RH's Professionals, Client agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

Scope of Assignment.

Client shall supervise the Professionals. Client will not permit or require a Professional (i) to perform services outside of the scope of his or her assignment; (ii) to sign contracts or statements; (iii) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (iv) to make any management decisions; or (v) to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by the Professional.

Cash Handling and Other Financial Transactions and Activities.

If Client permits or allows a Professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, Client accepts sole responsibility for all claims, demands and liability that may arise from permitting these activities. Client represents and warrants that to the extent Client permits or allows a Professional to engage in the activities described in this paragraph, Client will not permit or allow a Professional to handle more than (i) \$1,000 per day if Client is a non-profit entity, or (ii) \$25,000 per day if Client is a for-profit entity.

Workplace Safety.

Client agrees that Client has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to Client's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on Client's premises. To ensure the safety of potentially vulnerable individuals on Client's premises, Client agrees not to permit Professionals to have unsupervised or unmonitored contact with (1) minors or (2) adults who are under Client's care, custody or supervision because of mental health impairments. If any assignment under this SOW is for work to be performed under a government contract or subcontract, Client will notify RH immediately of any obligations in the government contract or subcontract relating to wages.

Operation of Vehicles and Equipment.

RH does not authorize a Professional to operate machinery (other than office machines) or vehicles. If Client wishes to permit a Professional to drive for business purposes, Client accepts sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of such driving. If Client requires a Professional to drive a vehicle owned by Client or by a Client employee, Client agrees to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will Client permit a Professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that Client accepts full responsibility for, and that RH does not maintain insurance to cover any injury, damage, or loss that may result from Client's failure to comply with the foregoing.

Remote Work.

Client may request that a Professional provide services remotely (i.e., from a location other than Client's or Client's customer's premises) using a laptop and/or other computer or telecommunications equipment provided by Client or RH (collectively, the "Equipment"). In such case, Client acknowledges and agrees that RH shall have no control over, and Client shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment and related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security or integrity of the data and other information stored therein or transmitted thereby. Moreover, Client must not permit a Professional to save or store any Client files or other data on the Computer Systems provided by RH (including, but not limited to, any virtual desktop infrastructure solution).

Claims.

Client hereby agrees to waive all claims against Robert Half International Inc. and its subsidiaries, divisions and affiliates, including their respective employees, officers and directors (individually and together, "Robert Half") and to defend and indemnify Robert Half against any claim, demand or liability arising from Client's failure to comply with the terms of this Agreement, including, but not limited to, claims arising from any damage to goods, materials or other items. Client agrees that it is responsible for reporting any claim to RH in writing during or within ninety (90) days after the termination of the applicable assignment. RH will not be responsible for any claim related to the engagement, including, but not limited to, any Services performed during such engagement, unless Client has reported such claim in writing to RH within ninety (90) days after termination of the applicable assignment.

Confidentiality.

Professionals will execute any confidentiality agreement that Client may require. Client is responsible for obtaining the Professional's signature. Client agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and Client agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

Limitation on Liability.

Circumstances may arise where, because of a default on RH's part or other liability, Client is entitled to recover damages from RH. Regardless of the basis on which Client is entitled to claim damages from RH (including fundamental breach, negligence, misrepresentation or other contract or tort claim), RH's liability, if any, will, in the aggregate for all claims, causes of action or damages, be limited to any actual direct damages up to an amount equal to the fees actually paid to RH for the services that are the subject of the claim. Under no circumstances is RH liable for any special, incidental, exemplary, indirect, lost profits, or consequential damages (including, but not limited to, lost business, revenue, goodwill, or anticipated savings), even if informed of the possibility. It is understood that Client is responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for Client, and RH shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures.

Employment Taxes, Withholdings and Insurance.

Each party will maintain workers' compensation insurance and commercial liability insurance. RH will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for the Professionals. RH reserves the right to re-assign any Professional.

Guarantee.

RH guarantees Client's satisfaction with the services of each Professional by extending to Client a five (5) day (40 hours) guarantee period. If, for any reason, Client is dissatisfied with a Professional, RH will not charge for the first forty (40) hours worked during the applicable guarantee period, provided that Client allows RH to replace the Professional and Client contacts RH regarding its dissatisfaction before the end of the applicable guarantee period. Unless Client contacts RH before the end of the applicable guarantee period, Client agrees that the Professional is satisfactory. RH MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

Services Provided on a Time and Materials Basis.

Notwithstanding any language to the contrary in this SOW with regard to fixed-price, deliverables or acceptance of deliverables, RH shall be compensated on an hourly basis only. RH is not providing deliverables under this SOW.

If, for any reason, any Professional is unable to complete his or her assignment, RH will endeavor to provide a suitable replacement, subject to Client's approval. If RH is unable to identify a replacement acceptable to Client, this SOW will be deemed to have automatically ended with respect to such Professional, except that Client shall remain liable to RH for services provided by such Professional prior to his/her termination.

Payment Terms.

Each Professional will present a time sheet or an electronic time record to Client's or Client's representative for verification and approval at the end of each week. RH will bill Client weekly for the total hours worked. RH's invoices are due upon receipt,

including applicable sales and service taxes all of which are payable by Client. In the event that Client fails to pay the invoices when due, Client agrees to pay all of RH's costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, RH may, at its option, charge interest on any overdue amounts at a rate of the lesser of 1½% per month or the highest rate allowed by applicable law from the date the amount first became due. RH may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. RH may also increase its rates for the services provided under this SOW to reflect increases in RH's own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. RH will provide written or verbal notice of the technology fees and/or increase in rates for the services, and such increase will be prospective, starting as of the effective date RH specifies.

Overtime.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Expenses.

Travel and/or out-of-pocket expenses incurred by a Professional shall be reimbursed by Client immediately upon Client's receipt of invoice.

Hiring the Professional.

After Client evaluates the performance and potential of a Professional on the job, Client may wish to employ this person directly. In such event, Client agrees to pay a conversion fee. The conversion fee is payable if Client hires the Professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the Professional's assignment. Client also agrees to pay a conversion fee if a Professional is hired by (i) a subsidiary or other related company or business as a result of Client's referral of the Professional to that company or (ii) one of Client's customers as a result of the Professional providing services to that customer. The conversion fee will be owed and invoiced upon Client's hiring of the Professional, and payment is due upon receipt of the invoice. The same calculation will be used if Client converts the Professional on a part-time basis using the full-time equivalent salary.

The conversion fee will equal a percentage of the Professional's aggregate annual compensation, including bonuses:

<u>Hours Billed and Paid</u>	<u>Conversion Rate</u>
Up to and including 690 hours	15%
More than 690 hours	\$500 flat fee

Miscellaneous.

For a change to be valid, both parties must sign it. Additional or different terms in any written communication from Client (such as a purchase order) are void. Any terms of this SOW which by their nature extend beyond the termination of this SOW will remain in effect until fulfilled, including any payment obligations, and apply to each party's respective successors and assignees. This SOW is the complete agreement regarding the engagement(s) identified on the first page of this SOW, and replaces any prior oral or written communications between RH and Client regarding such engagement(s).

ITEM 4.7

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 3 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, CONTRACT CHANGE ORDER NO. 4 WITH COMMERCIAL PUMP & MECHANICAL, INC., AND RELATED BUDGET AMENDMENT FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 3 with Luhdorff & Scalmanini Consulting Engineers, Contract Change Order No. 4 with Commercial Pump & Mechanical, Inc., and Related Budget Amendment for the Well 10 Testing, Analysis and Modifications, Capital Improvement Project PW 22-37**

SUMMARY:

The Well 10 Testing, Analysis and Modifications (Well 10 TAM), Capital Improvement Project (CIP) PW 22-37 is needed to address sanding and other maintenance items for the City's Well 10, a critical component of the City's water supply. On November 8, 2021, Council approved the creation of CIP PW 22-37 and Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers (LSCE), and on February 14, 2022, Council awarded a construction contract to Commercial Pump and Mechanical Inc., (CPM).

The well testing and analysis have been completed and a change order has been issued to CPM to purchase and install a well liner that is recommended to address the well sanding issue. Costs to complete the project have risen due to a number of factors including review and approval of the well design from the Division of Drinking Water and the San Joaquin County Environmental Health Department (SJEHD), increased costs for materials, and additional engineering services from LSCE. Additional modifications have also been recommended including a new pump, lineshaft and mechanical seal that exceed the current project budget.

Staff requests Council to approve Amendment No. 3 with LSCE in the amount of \$15,000 for additional engineering services and Contract Change Order No. 4 (CCO#4) with CPM in the amount of \$117,402 for additional recommended modifications. In addition, staff requests Council approve a budget amendment allocating \$152,263 of the Water Capital Replacement Fund 5600 for the project to complete the Well 10 Testing, Analysis and Modifications, CIP PW 22-37.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**APPROVE AMENDMENT NO. 3 WITH LSCE, CONTRACT CHANGE ORDER NO. 4 WITH CPM AND BUDGET AMENDMENT FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37****BACKGROUND:**

The Well 10 TAM, CIP PW 22-37 is needed to address sanding and other maintenance issues for the City's Well 10, one of four active wells comprising the City's groundwater supply.

On November 8, 2021, City Council approved the creation of the Well 10 TAM, CIP PW 22-37 and approved Amendment No. 2 with LSCE. On February 14, 2022, Council awarded a construction contract to CPM for well testing and analysis, recommended well maintenance and contingency for alternate bid items for anticipated potential recommended well modifications and repairs.

The initial well testing and analysis have been completed and a change order has been issued to CPM to purchase and install a well liner that is recommended to address the well sanding issue. Due to the long lead-time required to procure the materials, Well 10 has been placed back on-line in case it is needed to augment existing water supplies to meet seasonal peak demand.

However, costs have risen due to a number of factors, including review and approval of the well design from the Division of Drinking Water and the San Joaquin County Environmental Health Department, increased costs for materials, and additional engineering services from LSCE. Additional modifications have also been recommended including a new pump, lineshaft and mechanical seal that exceed the project budget. Change Order No. 4 with CPM includes additional quantities of bid items plus alternative bid items to complete the additional recommended well modifications.

A project budget augmentation in the amount of \$152,263 is requested as follows:

Description	Cost
CPM – Additional Well Modifications	\$117,402
LSCE – Additional Engineering Services	\$15,000
<i>Sub-total</i>	\$132,402
15% Contingency	\$19,861
TOTAL	\$152,263

REASON FOR RECOMMENDATION:

This project is needed to address sanding and other maintenance items for the City's Well 10, a critical component of the City's water supply. Staff requests Council to approve Amendment No. 3 with LSCE in the amount of \$15,000 and Contract Change Order No. 4 (CCO#4) with CPM in the amount of \$117,402. In addition, staff requests Council approve a budget amendment allocating \$152,263 of the Water Capital Replacement Fund 5600 for the project to complete the Well 10 Testing, Analysis and Modifications, CIP PW 22-37.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**APPROVE AMENDMENT NO. 3 WITH LSCE, CONTRACT CHANGE ORDER NO. 4 WITH CPM AND BUDGET AMENDMENT FOR WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37****FISCAL IMPACT:**

The cost for Contract Change Order No. 4 with CPM for the additional well modifications is \$117,402 and the cost for Amendment No. 3 for additional engineering services from LSCE is \$15,000 for a total cost of \$152,263 including a fifteen percent contingency.

Sufficient project funds were not included in the approved budget for Well 10 TAM, CIP PW 22-37 for additional recommended well modifications and engineering services; therefore, staff is requesting that Council approve a budget amendment allocating \$152,263 of the Water Capital Replacement Fund 5600 to the project as follows:

Increase Transfers Out		
5600-99-00-990-90-10		\$152,263
Increase Transfers In		
5690-99-00-393-00-00	PW 22-37	\$152,263
Increase Expenditures		
5690-80-00-420-12-00	PW 22-37	\$152,263

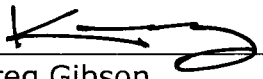
ATTACHMENTS:

- A. Resolution Approving Amendment No. 3 with Luhdorff & Scalmanini Consulting Engineers, Contract Change Order No. 4 with Commercial Pump & Mechanical, Inc., and Related Budget Amendment for the Well 10 Testing, Analysis and Modifications, Capital Improvement Project PW 22-37
- B. Amendment No. 3 with Luhdorff & Scalmanini Consulting Engineers for the Well 10 Testing, Analysis and Modifications, Capital Improvement Project (CIP) PW 22-37
- C. Contract Change Order No. 4 with Commercial Pump & Mechanical Inc., for the Well 10 Testing, Analysis and Modifications, Capital Improvement Project (CIP) PW 22-37

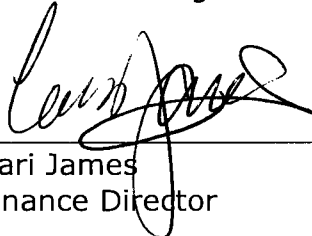
CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 3 WITH LSCE, CONTRACT CHANGE ORDER NO. 4
WITH CPM AND BUDGET AMENDMENT FOR WELL 10 TESTING, ANALYSIS
AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37

PAGE 4

APPROVALS:

 FOR _____
Greg Gibson
Senior Civil Engineer

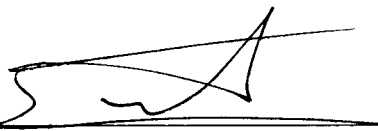
7.28.2022
Date

 _____
Cari James
Finance Director


7/29/2022
Date

 _____
Michael King
Assistant City Manager

7.28.2022
Date

 _____
Salvador Navarrete
City Attorney

7.29.2022
Date

 _____
Stephen J. Salvatore
City Manager

8.2.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 3 WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS, CONTRACT CHANGE ORDER NO. 4 WITH COMMERCIAL PUMP & MECHANICAL, INC., AND RELATED BUDGET AMENDMENT FOR THE WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CAPITAL IMPROVEMENT PROJECT PW 22-37

WHEREAS, the Well 10 Testing, Analysis and Modifications (Well 10 TAM), CIP PW 22-37 is needed to address sanding and other maintenance items for the City's Well 10, a critical component of the City's water supply; and

WHEREAS, on November 8, 2021, City Council approved the creation of the Well 10 TAM, CIP PW 22-37 and Amendment No. 2 with Luhdorff & Scalmanini Consulting Engineers (LSCE); and

WHEREAS, on February 14, 2022, Council awarded a construction contract to Commercial Pump and Mechanical Inc. (CPM); and

WHEREAS, the well testing and analysis have been completed and a change order has been issued to CPM to purchase and install a well liner that is recommended to address the well sanding issue; and

WHEREAS, costs have risen due to a number of factors, including review and approval of the well design from the Division of Drinking Water and the San Joaquin County Environmental Health Department, increased costs for materials, and the need for additional engineering services from LSCE; and

WHEREAS; additional modifications have also been recommended including a new pump, lineshaft and mechanical seal that exceed the current project budget; and

WHEREAS, the cost for Contract Change Order No. 4 (CCO #4) with CPM for the additional well modifications is \$117,402 and the cost for Amendment No. 3 for additional engineering services from LSCE is \$15,000 for a total cost of \$152,263 including a fifteen percent contingency; and

WHEREAS, CCO #4 with CPM includes additional quantities of bid items plus alternative bid items to complete the additional recommended well modifications; and

WHEREAS, sufficient project funds were not included in the adopted Fiscal Year (FY) 22/23 Budget for the additional recommended well modification and engineering services; therefore, staff is requesting that Council approve a budget amendment allocating \$152,263 of the Water Capital Replacement Fund 5600 to Well 10 Testing, Analysis and Modifications, CIP PW 22-37 as follows:

Increase Transfers Out		
5600-99-00-990-90-10		\$152,263

Increase Transfers In		
5690-99-00-393-00-00	PW 22-37	\$152,263

Increase Expenditures		
5690-80-00-420-12-00	PW 22-37	\$152,263

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 3 with Luhdorff & Scalmanini Consulting Engineers for additional engineering services for the Well 10 Testing, Analysis and Modifications CIP PW 22-37 in the amount of \$15,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve Contract Change Order No. 4 with Commercial Pump and Mechanical Inc. for additional well modifications for the Well 10 Testing, Analysis and Modifications CIP PW 22-37 in the amount of \$117,402; and

BE IT FURTHER RESOLVED, a budget amendment allocating \$152,263 of the Water Capital Replacement Fund 5600 to the project is approved as follows:

Increase Transfers Out		
5600-99-00-990-90-10		\$152,263

Increase Transfers In		
5690-99-00-393-00-00	PW 22-37	\$152,263

Increase Expenditures		
5690-80-00-420-12-00	PW 22-37	\$152,263

The foregoing resolution was passed and adopted this 8th day of August 2022, 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

AMENDMENT NO. 3

**TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
LUHDORFF & SCALMANINI CONSULTING ENGINEERS**

FOR WELL NO. 10 TESTING, ANALYSIS AND MODIFICATIONS, CIP PW 22-37

THIS AMENDMENT (hereinafter "AMENDMENT NO. 3") to the agreement between **Luhdorff & Scalmanini Consulting Engineers** and the City of Lathrop dated May 25, 2021, (hereinafter "AGREEMENT") dated for convenience this **8th day of August 2022**, is by and between **Luhdorff & Scalmanini Consulting Engineers** ("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 for the City of Lathrop, which are required by this agreement; and

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

WHEREAS, on May 25, 2021, CONSULTANT and CITY entered into an AGREEMENT to perform the Professional Engineering Consulting Services for Well Testing and Analysis for Well No. 10 Sand Production not to exceed \$7,000.00 ; and

WHEREAS, on August 11, 2021, CONSULTANT and CITY entered into AMENDMENT No.1 for Well Testing and Analysis for Well 10 Sand Production for \$4,450.24; and

WHEREAS, on November 8, 2021, CONSULTANT and CITY entered into AMENDMENT No.2 for Well 10 Testing, Analysis and Modifications, CIP PW 22-37 for \$25,500; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for Amendment No. 3 for Well 10 Testing, Analysis and Modifications, CIP PW 22-37; and

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

AMENDMENT NO. 3 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform Well 10 Testing, Analysis and Modifications, CIP PW 22-37 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 **\$15,000.00** for services set forth in Exhibit "A" of this Amendment No. 2, with a total sum not to exceed of \$51,950.24 (\$7,000 for the original AGREEMENT, \$4,450.24 for AMENDMENT NO. 1, \$25,500 for AMENDMENT NO. 2, and \$15,000 for AMENDMENT NO. 3). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of Amendment No. 3 is **August 8, 2022**, and it shall terminate no later than **June 30, 2023**. 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 May 25, 2021 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. 3 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO. 3 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – LUHDORFF & SCALMANINI CONSULTING ENGINEERS
AMENDMENT NO. 3 FOR WELL 10 TESTING, ANALYSIS AND MODIFICATION, CIP PW 22-37

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7.29.2022

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Luhdorff & Scalmanini Consulting Engineers
500 First St
Woodland, CA 95695

Federal ID # 20-1984423
Business License # 20853

Signature

Date

Print Name and Title



July 12, 2022
LSCE File No. 21-2-131

Mr. Greg Gibson
City of Lathrop
Public Works Department
390 Town Center Drive
Lathrop, CA 95330

SUBJECT: City of Lathrop Well 10 Capital Improvement Project, Testing, Analysis and Modifications – Budget Increase Request

Dear Mr. Gibson:

Per the City's request, Luhdorff & Scalmanini Consulting Engineers (LSCE) is pleased to submit this request for a budget increase to complete the Well 10 Improvement Project. LSCE has assisted the City with investigating the Well 10 for sand related issues. The original contract was executed on December 15, 2021 and it included four tasks, described as follows:

Task 1: Review of the City's Front-End Specifications (completed)

Task 2: Development of Work Plan and Technical Specifications (completed)

Task 3: Bidding Assistance (completed)

Task 4 Oversight of the Well Rehab and Pump Replacement. (partially completed)

LSCE has nearly completed the technical engineering aspects of the Project (scoped) and assisted the City with out of scope items such as reviewing and providing input to the City regarding the Contractor's invoices and change order requests, and assisted the City with request to City Council for approval of additional funds.

The Project diverged from the original schedule that intended for completing the well rehab, modification, and pump replacement this summer. The time to finalize the well modifications took longer than anticipated for several reasons: the well investigation needed a second dynamic video survey to determine the source of sand; time for review and approval of the well modification design from San Joaquin County (County) and Division of Drinking Water (DDW); and procurement of the materials by the Contractor. The City decided to reinstall the existing pumping equipment to provide the City with a reliable drinking water source for the summer. Finalizing the well modification design and assisting with the City with the County and DDW has exhausted LSCE's approved budget. The requested budget increase shall cover LSCE's time going forward and any time that was over LSCE's approved budget.

SCOPE OF WORK

Engineering Services

Per the City's direction, LSCE will provide technical engineering services for the City. This would include:

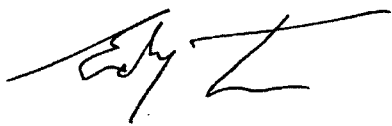
- I. Review of the Contractor's submittals
- II. Review of the Contractor's request for information (RFI),
- III. Oversight of the well liner installation
- IV. Oversight of the well development pumping
- V. Oversight of the well aquifer testing
- VI. Development of the pump design for the replacement pump
- VII. Oversight of the replacement pump installation
- VIII. Oversight of the pump performance testing

We propose a budget increase request of \$15,000. We assume the City will complete the construction management and therefore the scope of this budget increase request does not include any construction management which includes but not limited to review of the Contractor's invoices, change order requests, nor the daily correspondences with the Contractor.

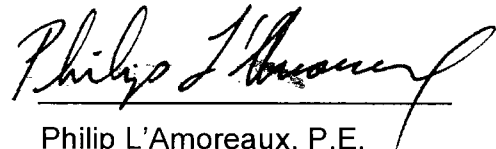
Thank you for giving us the opportunity to prepare this budget increase request for the scoped items of work.

Sincerely,

LUHDORFF & SCALMANINI,
CONSULTING ENGINEERS



Eddy Teasdale, P.G., C.Hg.
Supervising Hydrogeologist



Philip L'Amoreaux, P.E.
Project Engineer

CHANGE ORDER NO. 4

Well 10 Testing, Analysis and Modifications,
CIP PW 22-37

City of Lathrop

CONTRACT CHANGE ORDER NO. 4
WELL 10 TESTING, ANALYSIS AND MODIFICATIONS, CIP PW 22-37

Contractor: Commercial Pump & Mechanical, Inc.

Address: P.O. BOX 7947
Chico, CA 95927

Change Order Date: August 8, 2022

Notice to Proceed Date: March 3, 2022

Contract Execution Date: February 14, 2022

This contract change order augments or changes the following:

- 1) ADDITION TO CONTRACT – Additional of Base Bid Items #2, #9, #10, #13, and Alternate Bid Items #17, #18, #19, #21, a level transducer, and the price change of the liner material as described below and pursuant to the Contract Specifications.
- 2) CHANGE IN SPECIFICATIONS – Frank Vallejo, City of Lathrop shall be the designated CITY'S REPRESENTATIVE for the project, replacing Luhdorff & Scalmanini who will continue to provide engineering services to support the project as the designated ENGINEER for the project.

Pursuant to the provisions of the Contract Specifications and proposal attached as Exhibit A, you are hereby directed to make the herein described changes to the plans and specifications, and scope of work contracted for within the terms of the agreement between the **City of Lathrop** and **Commercial Pump & Mechanical, Inc.** dated **February 14, 2022**.

I. CHANGES IN THE SPECIFICATIONS

- A. First sentence of Section 00800 - SUPPLEMENTARY CONDITIONS, SC-2 DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF CITY'S REPRESENTATIVE is modified as follows: Philip L'Amoreaux, PE, Project Engineer or Eddy Teasdale, PG, CH.G from Luhdorff & Scalmanini Consulting Engineers shall be the designated ENGINEER and Frank Vallejo, Utility Operations Superintendent for the City of Lathrop shall be the designated CITY'S REPRESENTATIVE for the project.

II. ADDITIONS TO CONTRACT

NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Additional Base Bid Item #2 – Permanent Pump Removal and Replacement	1	LS	\$12,040.00	\$12,040.00
2	Additional Base Bid Item #9 – Disinfection with Tremie Pipe	1	LS	\$2,000.00	\$2,000.00

CHANGE ORDER NO. 4**Well 10 Testing, Analysis and Modifications,
CIP PW 22-37****City of Lathrop**

3	Additional Base Bid Item #10 – Chlorination and Dechlorination	1	LS	\$1,000.00	\$1,000.00
4	Additional Base Bid Item #13 – Lineshaft, Bearings and Retainers + NSF 61 Certification	1	LS	\$23,936.00	\$23,936.00
5	Add Alt. Bid Item #17 – Post Modification Well Development	1	LS	\$23,590.00	\$23,590.00
6	Add Alt. Bid Item #18 – Post Modification Well Aquifer Testing	1	LS	\$6,500.00	\$6,500.00
7	Add Alt. Bid Item #19 – Bowl Assembly	1	LS	\$36,665.00	\$36,665.00
8	Add Alt. Bid Item #21 – Mechanical Seal	1	LS	\$4,142.00	\$4,142.00
9	Add Water Level Transducer	1	LS	\$1,244.00	\$1,244.00
10	Price Change of 14" HSLA Spiral Wound Pipe, 14" x 12¾" Reducer, 12¾" HSLA to 304SS Dielectric Coupling including sales tax	1	LS	\$6,285.00	\$6,285.00
TOTAL ADDITIONAL COST FROM THIS CHANGE ORDER NO. 4					\$117,402.00
TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 3					\$88,778.18
TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 2					\$3,384.00
TOTAL ADDITIONAL COST FROM CHANGE ORDER NO. 1					\$4,870.00
ORIGINAL CONTRACT AMOUNT					\$87,664.00
REVISED CONTRACT AMOUNT AFTER CHANGE ORDER NO. 4					\$302,098.18

*(END OF CHANGES)***DESCRIPTION OF WORK**

See additions to contract. The contractor shall provide all labor, material, equipment and shall perform all incidental tasks as necessary to complete the change order.

TIME OF COMPLETION

The extra work will increase the time frame of the original contract by 0 working days, and is to be completed concurrent with other various items of work.

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 4.

CHANGE ORDER NO. 4

**Well 10 Testing, Analysis and Modifications,
CIP PW 22-37**

City of Lathrop

Contractor releases and discharges City from any and all claims, demands, damages, actions and causes of actions and causes of action for injuries, damages or losses, whether known or unknown, foreseen or unforeseen, arising directly from Contractor's work on this contract. Contractor expressly waives the provisions of California Civil Code, Section 1542, which reads as follows:

A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at time of executing the release, which if known by him must have materially affected his settlement with the debtor.

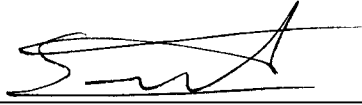
(END OF SECTION)

CHANGE ORDER NO. 4

Well 10 Testing, Analysis and Modifications,
CIP PW 22-37

City of Lathrop

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

7.29.2022
Date

Recommended
By:

Michael King
Assistant City Manager
City of Lathrop

Date

Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

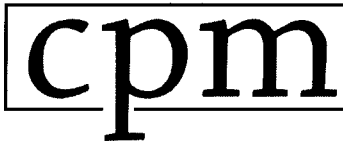
Date

Accepted By
Contractor:

Commercial Pump & Mechanical, Inc.

Date

Print Name and Title



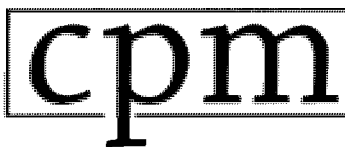
August 3, 2022

Frank Vallejo
 Utility Operations Superintendent
 City of Lathrop
fvallejo@ci.lathrop.ca.us

RE: Well 10 Testing, Analysis, and Modifications, CIP# 22-37
 Change Order # 04 Request

Item # 1 – Add Base Bid Item # 2 – Permanent Pump Removal and Replacement	\$12,040.00
Item # 2 – Add Base Bid Item #9 – Disinfection with Tremie Pipe	\$ 2,000.00
Item # 3 – Add Base Bid Item # 10 – Chlorination and Dechlorination	\$ 1,000.00
Item # 4 – Add Base Bid Item # 13 – Lineshaft, Bearings, and Retainers + NSF 61 Certification	\$23,936.00
Item # 5 – Add Alt. Bid Item # 17 – Post Modification Well Development	\$23,590.00
Item # 6 – Add Alt. Bid Item # 18 – Post Modification Well Aquifer Testing	\$ 6,500.00

- Continued -



Well 10 Testing, Analysis, and Modifications, CIP# 22-37
Change Order # 04 Request

Page 2

Item # 7 – Add Alt. Bid Item # 19 – Bowl Assembly	\$36,665.00
Item # 8 – Add Alt. Bid Item # 21 – Mechanical Seal	\$ 4,142.00
Item # 9 – Add Water Level Transducer	\$ 1,244.00
Item # 10 – 14” HSLA Spiral Wound Pipe, 14” x 12 ¾” Reducer 12 ¾” HSLA to 304SS Dielectric Coupling, Tax Adder for Cost Escalation	\$ 6,285.00
Total Price	\$117,402.00

Price is firm for Acceptance until September 9, 2022

Exception – Item #4 Lineshaft, Bearings, and Retainers price good until August 12, 2022

Exception – Item # 7 – Bowl Assembly – Will be requoted at time of order, which will be after the
Liner Installation and Aquifer Testing

Steven L. Greenwood
Commercial Pump & Mechanical, Inc.

ITEM 4.8

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DARRYL ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND MAPPING SERVICES

RECOMMENDATION: Adopt Resolution Approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services

SUMMARY:

The City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady. The Land Development Division within the Public Works (PW) Department is responsible for processing all residential, commercial and industrial development projects.

While City staff perform the critical tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks.

Staff is requesting City Council approval of a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. (Alexander & Associates) to provide On-Call Land Survey and Mapping Services on a time and materials basis for a cost not to exceed \$150,000.

BACKGROUND:

The City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady. The Land Development Division within the Public Works Department is responsible for processing all residential, commercial, and industrial development projects. Plan checks are either performed in-house or under contract with outside consulting firms, depending on the workload and complexity of the projects. The increase in construction and development projects requires more resources.

Staff solicited and received a proposal from Alexander & Associates to provide on-call land survey and mapping services on a time and materials basis for a cost not to exceed \$150,000. While City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DARRYL ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND MAPPING SERVICES

REASON FOR RECOMMENDATION:

Professional services are needed for the Land Development Division to keep up with the continued rapid growth over the past few years, and the increase in construction and development projects.

FISCAL IMPACT:

The cost of the Professional Consulting Services Agreement with Alexander & Associates is not to exceed \$150,000 and will be paid on a time and materials basis. Sufficient funds have been included in the adopted fiscal year 2022-23 budget.

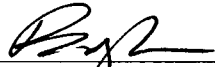
ATTACHMENTS:

- A. Resolution Approving a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services
- B. Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services

CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH
DARRYL ALEXANDER & ASSOCIATES, INC. FOR ON-CALL LAND SURVEY AND
MAPPING SERVICES

PAGE 3


APPROVALS:



Brad Taylor
City Engineer

7/14/2022

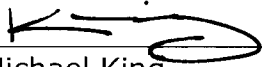
Date



Cari James
Finance Director

7/18/2022

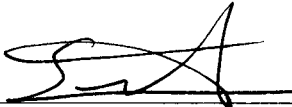
Date



Michael King
Assistant City Manager

7.19.2022

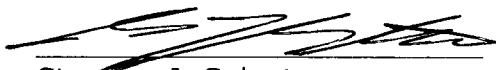
Date



Salvador Navarrete
City Attorney

7-13-2022

Date



Stephen J. Salvatore
City Manager

8.2.22

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DARRYL ALEXANDER & ASSOCIATES, INC., TO PROVIDE ON-CALL LAND SURVEY AND MAPPING SERVICES

WHEREAS, the Land Development Division within the Public Works Department is responsible for processing all residential, commercial and industrial development projects; and

WHEREAS, the City continues to experience rapid growth over the past few years, even during the recent pandemic, and the increase in construction and development projects has remained steady; and

WHEREAS, while City staff perform the key tasks related to processing land development projects, specialized consultant services are needed to complete land survey and mapping tasks in order to keep pace with ongoing construction activity and;

WHEREAS, staff solicited and received a proposal from Darryl Alexander & Associates, Inc. to provide on-call land survey and mapping services on a time and materials basis for a cost not to exceed \$150,000; and

WHEREAS, sufficient funds have been included in the adopted fiscal year 2022-23 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Consulting Services Agreement with Darryl Alexander & Associates, Inc. to provide On-Call Land Survey and Mapping Services and will be paid on a time and material basis for an amount not to exceed \$150,000.

The foregoing resolution was passed and adopted this 8th day of August 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

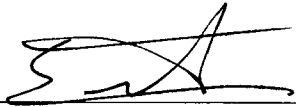
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**CITY OF LATHROP
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES WITH
ALEXANDER & ASSOCIATES, INC.**

**FOR ON-CALL LAND SURVEYOR SERVICES AND MAPPING
SERVICES**

THIS AGREEMENT, dated for convenience this **August 8th, 2022** is by and between **ALEXANDER & ASSOCIATES, INC.** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform On-Call Land Survey and Mapping Services, which are required by this agreement; and;

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

WHEREAS, CONSULTANT is willing to render such On-Call Land Survey and Mapping Services, as hereinafter defined, on the following terms and conditions;

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

AGREEMENT

(1) Scope of Service

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

(2) Compensation

CITY hereby agrees to pay CONSULTANT on time and material basis not to exceed **\$150,000** for the Consulting Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

(3) Effective Date and Term

The effective date of this Agreement is **August 8, 2022**, and it shall terminate no later than **December 31, 2023**.

(4) Independent Contractor Status

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

(5) Billings

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

(6) Advice and Status Reporting

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

(7) Assignment of Personnel

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

The services shall be performed by, or under the direct supervision, of CONSULTANT'S Authorized Representative: **Darryl Alexander**, 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.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

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

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

(10) Indemnification - CONSULTANT'S Responsibility

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

Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed.

It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession.

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

(11) Licenses

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

(12) Business Licenses

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

(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) Notices

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

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

Copy to: City of Lathrop
Department of Public Works
MAIN: (209) 941-7430

To Consultant: Alexander & Associates, Inc.
147 Old Bernal Avenue
Pleasanton, CA 94566
Phone: (925) 462-2255 or by email at
surveyor@trivalley.com

(15) Miscellaneous

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

- (k) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(16) Notice to Proceed

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

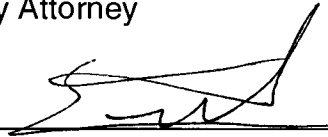
(17) Signatures

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

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT
ALEXANDER & ASSOCIATES, INC FOR ON-CALL LAND SURVEYOR SERVICES AND
MAPPING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete Date 8.3.2022

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

CONSULTANT:

Alexander & Associates, Inc.,
147 Old Bernal Avenue, Suite 10
Pleasanton, CA 94566

Fed ID # _____
Business License # _____

Darryl Alexander, President Date

Print Name

ITEM 4.9

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO CONTINUE THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 10 with Crane Transportation Group to continue the Preparation of the 2022 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment**

SUMMARY:

On October 11, 2021, City Council approved Task Order No. 7 with Crane Transportation Group (CTG) to update the Traffic Monitoring Program (TMP) and Analysis for an amount not to exceed \$98,170. The scope included new project trip generation, distribution, operations analysis, report preparation, and the Traffic Count Program (TCP). For budgeting purposes, CTG had made an assumption that the number of new projects handled in the 2018 TMP would increase by about 20%. Lathrop's actual number of new developments for the 2022 Study has increased by 160% therefore, more funding is required to complete the 2022 TMP.

To complete the 2022 TMP, staff requested a proposal from CTG. The proposed Task Order No. 10 is for an amount not to exceed \$35,500 and the TCP is for an amount not to exceed \$42,475. The original cost of the TMP was \$98,170, bringing the 2022 TMP total to \$176,145.

Staff recommends City Council approve Task Order No. 10 for \$77,975 (\$35,500 + \$42,475) and approve a budget amendment. Sufficient funds were not included in the budget approved for fiscal year 2022-23. The services provided by CTG will be funded by development, and the costs for these services will only be paid if the revenue has been received.

BACKGROUND:

The Development Agreements (DA) or Conditions of Approval (COA) for development projects require that each developer participate and fund the TMP. The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic congestion at an acceptable level.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**APPROVE TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO CONTINUE THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT**

The TMP is important because it establishes performance standards and details how operations of the roadway system are to be monitored as well as how to schedule improvements to avoid the roadway traffic flow from falling below the acceptable standards of operation. Developers are required to fund the TMP on a continuing basis until their project is built out and therefore no longer adding impact to the City's transportation network.

The last TMP was prepared in 2018 and, due to the drastic increase in development, the TMP needs to be updated.

Below is an overview of the continued proposed services by CTG;

- Citywide Traffic Count Operations – This task order includes traffic counts and turning movements at the City's major intersections. It also includes counts on major roadway segments including freeway interchanges. These are required to establish a baseline for all automotive and truck activities. The traffic counts support the preparation of the Transportation Monitoring Program as well as the General Plan Circulation Element update and supporting General Plan Environmental Impact Report.
- Year 2022 Citywide Traffic Monitoring Program Study – The Traffic Monitoring Program analyzes and documents traffic impacts under existing conditions and projects future traffic conditions while taking into consideration proposed/planned land use developments and planned circulation system improvements. With this information, CTG will identify significant impacts and mitigations to prevent any traffic congestion above the acceptable levels.

Below is a summary of approved task orders to date:

Task Order No.	Date Approved	Work Scope Description
1,2,3, 4	2018-2019	Traffic Count and TMP, Phelan Gateway Site Circulation, CFT NV Development Site Circulation
5,6, 7	2020-2021	River Islands Phase 2 Traffic Analysis, EIR Traffic Analysis
8, 9	2022	River Islands (RI) Peer Review of RI Towne Center, Speed Surveys in RI

REASON FOR RECOMMENDATION:

Professional services are needed to complete a full 2022 TMP study. The last study was completed in 2018, however, due the increase in development of residential, commercial, and industrial projects, an update is required to determine if any current or future improvements will be required to keep the level of traffic congestion at a satisfactory level.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**APPROVE TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO CONTINUE THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND RELATED BUDGET AMENDMENT****FISCAL IMPACT:**

The cost of Task Order No. 10 is not to exceed \$77,975 and will be fully funded by developers. The costs for these services will only be paid if the revenue has been received.

Sufficient funds were not included in the approved fiscal year 2022-23 budget. Therefore, staff request that City Council approve a budget amendment as follows:

Increase Revenue

2020-50-04-341-02-05 \$77,975

Increase Appropriations

2020-50-04-420-0100 \$77,975

ATTACHMENTS:

- A. Resolution Approving Task Order No. 10 with Crane Transportation Group to continue the Preparation of the 2022 Traffic Monitoring Program and Analysis, Pursuant to Master Consulting Agreement dated June 11, 2018 and Related Budget Amendment
- B. Task Order No. 10 Pursuant to Master Consulting Agreement dated June 11, 2018 with Crane Transportation Group to continue the Preparation of the 2022 Traffic Monitoring Program and Analysis


CITY MANAGER'S REPORT

PAGE 4

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

**APPROVE TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO
CONTINUE THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS AND
RELATED BUDGET AMENDMENT**

APPROVALS:



Brad Taylor
City Engineer

7/19/2022

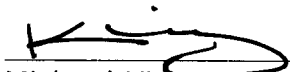
Date



Cari James
Finance Director

7/26/2022

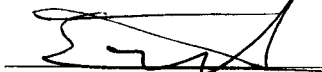
Date



Michael King
Assistant City Manager

7.20.22

Date



Salvador Navarrete
City Attorney

7-26-2022

Date



Stephen J. Salvatore
City Manager

8.2.22

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 10 WITH CRANE TRANSPORTATION GROUP TO CONTINUE THE PREPARATION OF THE 2022 TRAFFIC MONITORING PROGRAM AND ANALYSIS PURSUANT TO MASTER CONSULTING AGREEMENT DATED JUNE 11, 2018 AND RELATED BUDGET AMENDMENT

WHEREAS, the Development Agreements and Environmental Impact Reports for development projects require that each developer participate and fund the Traffic Monitoring Program (TMP). The TMP monitors roadway conditions, projects future roadway congestion, and schedules roadway improvements to keep traffic congestion at an acceptable level; and

WHEREAS, the TMP is important because it establishes performance standards and details how operations of the roadway system are to be monitored as well as how to schedule improvements to avoid the roadway system from falling below the acceptable standards of operation; and

WHEREAS, developers are required to fund the TMP on a continuing basis until all required traffic improvements have been completed. The last TMP was prepared in 2018, and due to the drastic increase in development, the TMP needs to be updated; and

WHEREAS, on October 11, 2021, City Council approved Task Order No. 7 with Crane Transportation Group (CTG) to update the Traffic Monitoring Program (TMP) and Analysis for an amount not to exceed \$98,170; and

WHEREAS, the scope included new project trip generation, distribution, operations analysis, report preparation, and the Traffic Count Program (TCP). For budgeting purposes, CTG had made an assumption that the number of new projects handled in the 2018 TMP would increase by about 20%. Lathrop's actual number of new developments for the 2022 Study has increased by 160% therefore, more funding is required to complete the 2022 TMP.

WHEREAS, the cost of Task Order No. 10 is for an amount not to exceed \$77,975 and will be fully funded by developers. The cost for these services will only be paid if the revenue has been received; and

WHEREAS, sufficient funds were not included in the approved fiscal year 2021-22 budget. Therefore, staff request that City Council approve a budget amendment to to PW Land Development Professional Services (2020) in the amount of \$77,975.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 10 with Crane Transportation Group to continue the Citywide Traffic Count and Year 2022 Traffic Monitoring, pursuant to Master Consulting Agreement dated June 11, 2018; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize a budget amendment to PW Land Development Professional Services (2020) as follows:

Increase Revenue

2020-50-04-341-02-05 \$77,975

Increase Appropriations

2020-50-04-420-0100 \$77,975

The foregoing resolution was passed and adopted this 8th day of August 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

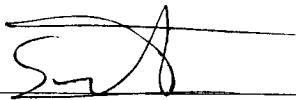
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT B

CITY OF LATHROP

TASK ORDER NO. 10

PURSUANT TO MASTER CONSULTING AGREEMENT DATED JUNE 11, 2018 WITH CRANE TRANSPORTATION GROUP FOR TRAFFIC MONITORING AND ANALYSIS

CONTINUED CITY TRAFFIC MONITORING PROGRAM AND PHASE 2 TRAFFIC ANALYSIS

THIS TASK ORDER NO. 10 dated for convenience this **8th day of August 2022**, is by and made and entered into by and between **Crane Transportation Group** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on June 11, 2018, CONSULTANT entered into a Master Agreement ("AGREEMENT") with the CITY, by which the CONSULTANT has agreed to provide Specialized Traffic Analysis Services for the City of Lathrop. The City Council authorized the execution of the AGREEMENT and with CONSULTANT, pursuant to Resolution 18-4404; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to Conduct Speed Surveys in the River Islands Development area, which are required by this agreement;

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 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.

(3) **Effective Date and Term**

The effective date of this **Task Order No. 10** is **August 8, 2022**, and it shall terminate no later than **June 30, 2023**.

**CITY OF LATHROP – TASK ORDER NO. 10 WITH CRANE TRANSPORTATION - CONTINUED
CITY TRAFFIC MONITORING PROGRAM AND PHASE 2 TRAFFIC ANALYSIS**

(4) Independent Contractor Status

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any 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 this Task Order No. 10 to the City's satisfaction. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Compensation

CITY hereby agrees to pay CONSULTANT on time and material basis not to exceed **\$77,975** for the 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. 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 in the Master Consulting Agreement Dated June 11, 2018.

(6) 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 insurance have been received. City shall not be obligated to pay CONSULTANT for any services rendered prior to issuance of the Notice to Proceed.

(7) Signatures

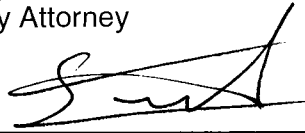
The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding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

**CITY OF LATHROP – TASK ORDER NO. 10 WITH CRANE TRANSPORTATION - CONTINUED
CITY TRAFFIC MONITORING PROGRAM AND PHASE 2 TRAFFIC ANALYSIS**

Approved as to Form:

Council Approval pending

City of Lathrop
City Attorney



Salvador Navarrete

7.12.2022

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Crane Transportation Group
2621 East Windrim Court
Elk Grove, CA 95758-7479
Fed ID # 19-5404405
Bus License # 20144

Signature

Date

Mark D. Crane
President

CRANE TRANSPORTATION GROUP

PROPOSAL ADDENDUM FOR ADDITIONAL BUDGET

LATHROP TMP 2022 PHASE 2 TRAFFIC ANALYSIS + TMP 2022 TRAFFIC COUNT PROGRAM

June 24, 2022

I. INTRODUCTION

A. TMP 2022 PHASE 2 TRAFFIC ANALYSIS

Crane Transportation Group (CTG) is currently preparing the analysis and report for Lathrop's TMP 2022 Traffic Study. As part of this evaluation **CTG** is responsible for developing AM and PM peak hour trip generation and distribution projections for a list of new developments expected by both by 2024 and 2026 in Lathrop as well as those areas of Manteca, Tracy and San Joaquin County that would generate a significant amount of traffic impacting Lathrop streets.

Upon completion of the initial Phase 2 Proposal, the number of new projects to consider was still unknown. For costing purposes, **CTG** had assumed about a 20% increase over the number of new projects dealt with in the 2018 TMP. As shown below, the actual number of new developments for the 2022 Study has turned out to be about a 160% increase for Lathrop and more than a 100% increase for Manteca.

- | | |
|-------------------------------------|-----------------------------|
| • 2018 TMP New Lathrop Developments | By 2020 = 12 & By 2022 = 10 |
| • 2022 TMP New Lathrop Developments | By 2024 = 33 & By 2026 = 24 |
| • 2018 TMP New Manteca Developments | By 2020 = 4 & By 2022 = 5 |
| • 2022 TMP New Manteca Developments | By 2024 = 10 & By 2026 = 10 |

San Joaquin county projects increased from 2 to 5 with the 2022 TMP, while Tracy has 7 projects for the 2022 TMP and none for the 2018 TMP.

The existing budget for TMP 2022 Phase 2 (new project trip generation, distribution, operations analysis and report preparation) is \$98,170

B. TMP 2022 TRAFFIC COUNT PROGRAM

CTG conducted the Traffic Count Program for the TMP 2022 in September 2021. The budget for this component of work as approved by the City was \$42,475.

II. ADDENDUM SCOPE OF SERVICES

A. PHASE 2 (TRIP GENERATION AND DISTRIBUTION PROJECTIONS, OPERATIONS ANALYSIS, IMPACT IDENTIFICATION, MITIGATIONS + REPORTS)

1. AM and PM peak hour trip generation and distribution projections will be developed for the additional 35 Lathrop and 11 Manteca developments that are above the number of projects assumed for evaluation at the time of preparation of the original TMP 2022 Phase 2 Proposal.
2. The number of intersections significantly impacted by this larger number of developments will be determined and mitigation measures proposed. It is anticipated that this significantly increased number of developments will result in many additional locations experiencing unacceptable operation that will require improvements.
3. The TMP 2022 Draft and Final Reports will increase in size due to the locations with significant impacts and presentation of additional improvement measures.
4. Year 2024 and 2026 development plans for River Islands have changed several times during the course of the report. This has resulted in reevaluation of River Islands new development trip generation and distribution projections at least two times to date. Third plans for River Islands development for the two TMP horizons are now back in discussion.

B. TRAFFIC COUNT PROGRAM

1. Weekday AM and PM peak period (7-9:00 AM and 3-6:00 PM) traffic counts will be conducted at 56 intersections in the City of Lathrop and at seven locations on the I-5, SR 120 and I-205 freeways.

2. Daily traffic counts will be conducted for three weekdays on streets providing access to seven subdivisions within Lathrop as well as on the three roadways providing the only access to the River Islands development.
3. Count results will be evaluated for accuracy and the peak traffic hours identified during the AM and PM commute periods.

WHAT IS NOT INCLUDED IN THIS SCOPE BUT COULD BE ADDED FOR ADDITIONAL COST WITH WRITTEN AUTHORIZATION

Analysis of more than the second 2024 and 2026 development plans for River Islands.

COST OF SERVICES & CONDITIONS OF PAYMENT

The above Scope of Services for the TMP Phase 2 Addendum will be completed for a fee not to exceed Thirty-Five-Thousand-Five-Hundred-Dollars (\$35,500). In addition, the TMP 2022 Traffic Count Program will be completed for a fee not to exceed Forty-Two-Thousand-Four-Hundred-Seventy-Five-Dollars (\$42,475). Any work beyond the above Scopes will be billed on a time and materials basis (with prior approval) or will be subject to a contract addendum. Billing will be sent by CTG on a monthly basis with payment due to CTG within 30 days receipt of our billing. Any late payments to CTG will be subject to a 0.833% per month (10% annual) compound interest charge plus a late fee of Sixty-Five-Dollars (\$65 per month until the invoice is fully paid) and any administrative and legal charges required to collect the late payments. In addition, all work will stop if payments are in arrears. Cost estimates are good for a 30-day time period from the date on our proposal. If, for any reason, work on the project is stopped for longer than a three-month period, CTG reserves the right to increase its budget a minimum of 10% for associated administrative and refamiliarization costs with the restart of the project.

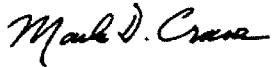
The 2022 Traffic Count Program	\$42,475
TMP 2022 Phase 2 Traffic Analysis Additional Funding	<u>\$35,500</u>
TOTAL BUDGET INCREASE REQUEST	<u>\$77,975</u>

With the addition of the TMP 2022 Phase 2 Traffic Study Addendum and the Traffic Count Program, the TMP 2022 total cost would be One-Hundred-Seventy-Six-Thousand-One-Hundred-Forty-Five-Dollars (\$176,145).

TIME OF SERVICES

Preparation of the TMP 2022 Phase 2 Draft Traffic Study will be based upon a schedule agreeable to both the City of Lathrop and Crane Transportation Group.

Thank you for your favorable consideration.



Mark D. Crane, PE, President
Crane Transportation Group

ITEM 4.10

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PURCHASE OF STREETLIGHTS FOR INSTALLATION ON LOUISE AVENUE FOR THE LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CAPITAL IMPROVEMENT PROJECT GG 21-15**

RECOMMENDATION: **Adopt Resolution Approving the Purchase of Twelve (12) Single Decorative Street Lights and Twenty-Four (24) Twin Decorative Streetlights for the Louise Avenue and Lathrop Road Landscape Improvement project, Capital Improvement Project GG 21-15**

SUMMARY:

On May 5, 2021, Council approved the creation of Capital Improvement Project (CIP) GG 21-15 for landscape improvements on Louise Avenue and Lathrop Road. A component of this project is to improve the street lighting on Louise Ave. Due to the 14 to 16 weeks lead-time to purchase and receive the streetlights for installation and in an effort to prevent delays in construction, staff has requested proposals for twelve (12) single decorative streetlights and twenty-four (24) twin decorative streetlights from three (3) vendors – Independent Utility, AZCO Supply, and Jam Services Inc. Staff has identified Jam Services Inc. as the lowest responsible estimate with a subtotal amount of \$273,840.

Staff requests Council approve the purchase of the streetlights for Louise Avenue for a subtotal cost of \$273,840 plus any applicable taxes and delivery fees. Sufficient funds exist in the adopted Fiscal Year 2022/23 budget to approve the requested expenditures.

BACKGROUND:

On May 5, 2021 Council approved the creation of CIP GG 21-15 for Landscape Improvements on Louise Ave. and Lathrop Rd. A component of this project is to improve the street lighting on Louise Ave. Staff has requested proposals for twelve (12) single decorative streetlights and twenty-four (24) twin decorative streetlights from three (3) vendors – Independent Utility, AZCO Supply, and Jam Services Inc. The quote results are summarized in Table 1 below:

Table 1: Summary of Quote Results

VENDOR	QUOTE AMOUNT
Jam Services Inc.	\$273,840
Independent Utility	\$291,720
AZCO Supply	\$298,179

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

APPROVE PURCHASE OF STREET LIGHTS FOR INSTALLATION ON LOUISE AVE. THE LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CIP GG 21-15

Staff has identified Jam Services Inc. as the lowest responsible vendor with a subtotal amount of \$273,840, as detailed in Table 2 below:

Table 2: Quote Details

Light Description	Quantity	Unit Price	Total
Single Decorative Street Light Assembly	12	\$5,010	\$60,120
Twin Decorative Street Light Assembly	24	\$8,905	\$213,720
Subtotal			\$273,840

Due to the 14 to 16 weeks lead-time to purchase and receive the streetlights for installation and in an effort to prevent delays in construction, staff requests Council approve the purchase of the streetlights for Louise Ave. for a subtotal cost of \$273,840 plus any applicable taxes and delivery fees.

RECOMMENDATION:

A component of the Louise Avenue and Lathrop Road Landscape Improvements Project is to improve the street lighting on Louise Ave, which will help improve the roadway appearance, enhance quality of life for residents, and attract new businesses to undeveloped properties in the area. Staff requests Council approve the purchase of the streetlights for Louise Ave and Lathrop Rd. Landscape Improvement Project CIP GG 21-15 to prevent delays in construction.

FISCAL IMPACT:

The purchase of the streetlights for Louise Ave. has a subtotal cost of \$273,840 plus any applicable taxes and delivery fees. The adopted Fiscal Year 2022/23 Budget included sufficient funds for Louise Avenue and Lathrop Road Landscape Improvements Project, CIP GG 21-15 to purchase the streetlights.

ATTACHMENTS:

A. Resolution Approving the Purchase of Twelve (12) Single Decorative Street Lights and Twenty-Four (24) Twin Decorative Streetlights for the Louise Avenue and Lathrop Road Landscape Improvement project, Capital Improvement Project GG 21-15

B. Quote – Jam Services Inc.

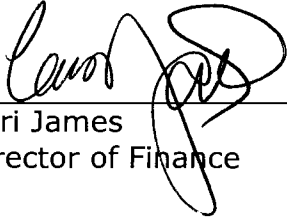
CITY MANAGER'S REPORT

PAGE 3

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

APPROVE PURCHASE OF STREET LIGHTS FOR INSTALLATION ON LOUISE AVE. THE LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENTS, CIP GG 21-15

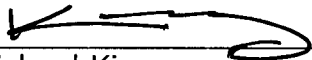
APPROVALS:



Cari James
Director of Finance

7/29/2022

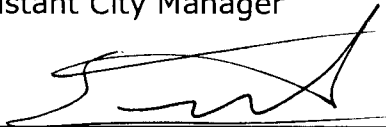
Date



Michael King
Assistant City Manager

7.29.2022

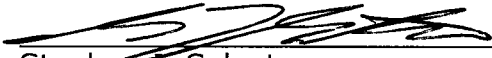
Date



Salvador Navarrete
City Attorney

7-29-2022

Date



Stephen J. Salvatore
City Manager

8.2.22

Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE PURCHASE OF TWELVE (12) SINGLE DECORATIVE STREET LIGHTS AND TWENTY-FOUR (24) TWIN DECORATIVE STREETLIGHTS FOR THE LOUISE AVENUE AND LATHROP ROAD LANDSCAPE IMPROVEMENT PROJECT, CAPITAL IMPROVEMENT PROJECT GG 21-15

WHEREAS, on May 5, 2021, Council approved the creation of Capital Improvement Project (CIP) GG 21-15 for landscape improvements on Louise Avenue and Lathrop Road; and

WHEREAS, a component of this project is to improve the street lighting on Louise Avenue; and

WHEREAS, due to the 14 to 16 weeks lead-time to purchase and receive the streetlights for installation, staff has requested proposals for twelve (12) single decorative streetlights and twenty-four (24) twin decorative streetlights; and

WHEREAS, staff requested a proposal from three (3) vendors – Independent Utility, AZCO Supply, and Jam Services Inc.; and

WHEREAS, staff has identified Jam Services Inc. as the lowest responsible vendor with a subtotal amount of \$273,840; and

WHEREAS, staff is requesting Council approve the purchase of the following streetlights for Louise Avenue for a subtotal cost of \$273,840 plus any applicable taxes and delivery fees:

Description	Quantity	Unit Price	Total
Single Decorative Street Light Assembly	12	\$5,010	\$60,120
Twin Decorative Street Light Assembly	24	\$8,905	\$213,720
Subtotal			\$273,840

WHEREAS, sufficient funds have been allocated in the adopted Fiscal Year 2022/23 Budget for CIP GG 21-15 to purchase the streetlights.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the purchase of twelve (12) Single Decorative Street Light Assembly and twenty-four (24) Twin Decorative Street Light Assembly from Jam Services Inc. for a subtotal amount of \$273,840 plus any applicable taxes and delivery fees.

The foregoing resolution was passed and adopted this 8th day of August, 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

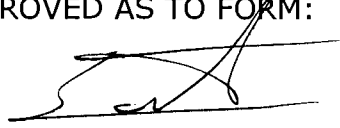
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

JAM SERVICES, INC.

958 E Airway Blvd
LIVERMORE, CA 94550

Telephone (925) 455-5267
Fax (925) 455-5348

PRICE QUOTATION – JEM072522Y

City of Lathrop
7/25/22

JAM Services is pleased to provide the following price quotation for the subject project.

QTY (12) Single Decorative Street Light Assembly to Include:

- Lumec S56-72W32LED4K-G3-ACDR-LE3W-UNV- DMG-SFX-FN1-HS-RC-TN2.875C-GN8TX LED Luminaire
- Visco VI-A7-F/20'-3X3 TENON Pole **(With Anchor Bolts)**

UNIT PRICE: \$5,010.00 TOTAL PRICE: \$60,120.00

QTY (24) Twin Decorative Street Light Assembly to Include:

- (2) Lumec RN20-110W64LED4K-G3-ACDR-LE3R- UNV-DMG-SMA-RC-GN8TX LED Luminaire
- Visco VI-A9-S2/4'-F/30'-22D-2SCROLLS Pole **(With Anchor Bolts)**

UNIT PRICE: \$8,905.00 TOTAL PRICE: \$213,720.00

SUBTOTAL: \$273,840.00

***Pricing is good for 30 days from date of issuance. No plans or specs provided. All material to be approved prior to purchase.**

Freight allowed, but tax to be added as determined by the final BOM and the delivery address. If I can be of further assistance, please contact me at 925-455-5267.

Thank you - Jason Momaney

ITEM 4.11

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

- ITEM:** **APPROVE PARCEL MAP 21-03 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT LOCATED AT 1520 LATHROP ROAD**
- RECOMMENDATION:** **Adopt Resolution Approving Parcel Map 21-03 and Subdivision Improvement Agreement with Scannell Properties #478, LLC for the Scannell Properties Industrial Project Located at 1520 Lathrop Road**
-

SUMMARY:

Scannell Properties #478, LLC (Scannell), requests approval of Parcel Map 21-03 (Parcel Map), included as Attachment "B", to subdivide four (4) industrial lots located at 1520 Lathrop Road. As required by the City's subdivision ordinance, approval of the Parcel Map must also involve approval of a Subdivision Improvement Agreement (SIA), included as Attachment "C", to guarantee certain off-site and on-site improvements associated with the Parcel Map. A Vicinity Map is included as Attachment "D".

Staff recommends that City Council approve the proposed Parcel Map 21-03 and a Subdivision Improvement Agreement with Scannell so that development of this project can proceed.

BACKGROUND:

On September 15, 2021, the City of Lathrop Planning Commission approved the Scannell Properties Industrial Project, which included a General Plan Amendment (GPA-20-139), Rezone (REZ-20-140), Site Plan Review (SPR20-141) and Tentative Parcel Map (TPM-20-142). On November 8th, 2021, the City Council of the City of Lathrop adopted Resolution No. 21-4985 to approve the Tentative Parcel Map 20-142 ("TPM") for the Scannell Properties Industrial Project. Scannell requests approval of Parcel Map 21-03 (Parcel Map), included as Attachment "B", to subdivide four (4) industrial lots located at 1520 Lathrop Road.

As required by the City's subdivision ordinance, all maps must include an SIA to guarantee specific offsite and onsite improvements. Performance and labor & material securities have been provided to the City with the SIA in the amount of:

Improvement Total:	\$758,610
Performance Bond (110% of Unfinished Improvements):	\$834,471
Labor & Material Bond (50% of Performance Bond):	\$417,235

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AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
APPROVE PARCEL MAP 21-03 AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT
LOCATED AT 1520 LATHROP ROAD

Acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the improvements are completed. Prior to acceptance, Scannell will be required to provide a one (1) year warranty bond.

REASON FOR RECOMMENDATION:

Scannell has fulfilled the requirements of the City's subdivision ordinance as listed below:

Documents	Status
1. Parcel Map ready for signature	Completed
2. Subdivision Improvement Agreement	Completed
3. Faithful Performance and Labor & Materials Security	Received
4. Pump Station, Forcemain and Driveway Plans	Completed
5. Geotechnical Report	Completed
6. Allocation of Water and Sewer capacity	Completed
Fees	Status
1. Parcel Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid

FISCAL IMPACT:

There is no budget impact to the City as all costs are covered by development fees. Scannell will enter into a future Community Facilities District prior to certificate of occupancy of the first building to ensure the availability of any maintenance costs that exceed the development fees.

ATTACHMENTS:

- A. Resolution Approving Parcel Map 21-03 and Subdivision Improvement Agreement with Scannell Properties #478, LLC for the Scannell Properties Industrial Project Located at 1520 Lathrop Road
- B. Parcel Map 21-03
- C. Subdivision Improvement Agreement by and between the City of Lathrop and Scannell Properties #478, LLC, an Indiana limited liability company for Parcel Map 21-03 – 1520 Lathrop Road
- D. Vicinity Map - Scannell Properties Industrial Project

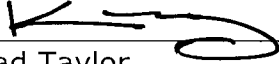
CITY MANAGER'S REPORT

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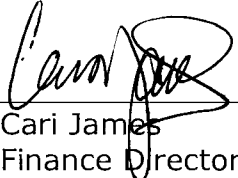
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

**APPROVE PARCEL MAP 21-03 AND SUBDIVISION IMPROVEMENT
AGREEMENT FOR THE SCANNELL PROPERTIES INDUSTRIAL PROJECT
LOCATED AT 1520 LATHROP ROAD**

APPROVALS:

 For
Brad Taylor
City Engineer


7.27.2022
Date


Cari James
Finance Director


7/28/2022
Date


Michael King
Assistant City Manager

7.27.2022
Date


Salvador Navarrete
City Attorney

7-26-2022
Date


Stephen J. Salvatore
City Manager

8-2-22
Date

RESOLUTION NO. 22-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING PARCEL MAP 21-03 AND SUBDIVISION IMPROVEMENT
AGREEMENT WITH SCANNELL PROPERTIES #478, LLC FOR THE SCANNELL
PROPERTIES INDUSTRIAL PROJECT LOCATED AT 1520 LATHROP ROAD**

WHEREAS, on September 15, 2021, the City of Lathrop Planning Commission approved the Scannell Properties Industrial Project (Scannell), which included a General Plan Amendment (GPA-20-139), Rezone (REZ-20-140), Site Plan Review (SPR20-141) and Tentative Parcel Map (TPM-20-142); and

WHEREAS, on November 8th, 2021, City Council adopted Resolution No. 21-4985 to approve the Tentative Parcel Map 20-142 ("TPM") for the Scannell Properties Industrial Project; and

WHEREAS, Scannell Properties #478, LLC (Scannell), requests approval of Parcel Map 21-03, to subdivide four (4) industrial lots located at 1520 Lathrop Road; and

WHEREAS, as required by the City's subdivision ordinance, all maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. Performance and labor & material securities have been provided to the City with the SIA in the amount of:

Improvement Total:	\$758,610
Performance Bond (110% of Unfinished Improvements):	\$834,471
Labor & Material Bond (50% of Performance Bond):	\$417,235

WHEREAS, acceptance of the public improvements will be prepared for Council consideration by staff at a later date when the improvements are completed. Prior to acceptance, Phelan will be required to provide a one (1) year warranty bond.

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

1. The Parcel Map 21-03 is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office. The recorded executed copy will be filed with the City Clerk.
2. The City Manager, or their designee, is authorized to execute a Subdivision Improvement Agreement with Scannell Properties #478, LLC, in substantially the form as attached to the August 8, 2022 staff report, the file executed copy will be filed with the City Clerk.

The foregoing resolution was passed and adopted this 8th day of August 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

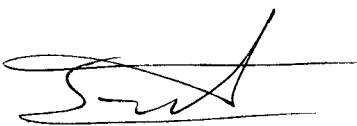
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

25230.000.P

ATTACHMENT C

SUBDIVISION IMPROVEMENT AGREEMENT

BY AND BETWEEN THE CITY OF LATHROP AND

SCANNELL PROPERTIES #478, LLC, AN INDIANA LIMITED LIABILITY

COMPANY FOR PARCEL MAP 21-03 – 1520 LATHROP ROAD

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this eighth (8th) day of August, 2022 (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and Scannell Properties #478, LLC, an Indiana limited liability company (“*SUBDIVIDER*”).

RECITALS

A. On November 8th, 2021, the City Council of the City of Lathrop adopted Resolution No. 21-4985 to approve the Tentative Parcel Map 20-142 (“*TPM*”) for the Scannell Properties Industrial Project (“*Scannell*” or “*Project Site*”). Parcel Map 21-03 (“*Parcel Map*”), containing four (4) commercial/industrial lots, was approved by City staff and will be presented to City Council for approval on August 8th, 2022. The Parcel Map is attached hereto as Exhibit A to this Agreement and hereby incorporated herein by this reference.

B. SUBDIVIDER is the record owner of all four (4) lots shown on the Parcel Map, and therefore is responsible for compliance with all conditions of approval attached to the TPM, including, without limitation, the construction of specified Improvements (as that term is defined below) as described more fully herein. Notwithstanding anything to the contrary in the foregoing, the parties acknowledge that SUBDIVIDER’s construction obligations set forth herein are subject to fee credits and/or reimbursement to the extent CITY and/or third party property owners benefit from SUBDIVIDER’s construction of the Improvements, as will be more fully set forth in a *Scannell Properties Reimbursement Agreement*.

C. Pursuant to Division 2 of Title 7 of the Government Code of the State of California and CITY's Subdivision Regulations (City of Lathrop, Code of Ordinances, Chapter 16), SUBDIVIDER is required to make certain offers of dedication and to construct certain Improvements required under the Conditions of Approval on the TPM (collectively, "**COAs**") and as identified in the Parcel Map and this Agreement. For purposes of this Agreement, the term "**Improvements**" shall collectively mean all public improvements required under the COAs and as expressly set forth in this Agreement that will provide services and access to lots within the Parcel Map, and which are specifically shown on the City-approved improvement plans for on-site and off-site backbone infrastructure improvements that are identified and/or referenced in attached Exhibit B (collectively, "**Improvement Plans**"). Any portion(s) of said Improvements not completed and accepted by CITY as of August 31, 2023 (subject to any extension(s) granted hereunder) shall be considered past due and a default of the SUBDIVIDER thereby automatically triggering a claim against the performance bond posted with the CITY pursuant to this agreement. For purposes of this Agreement, "**substantially complete**" shall mean that the Improvement(s) at issue may be used for their intended purpose(s). To ensure construction of the Improvements as contemplated herein occur, SUBDIVIDER shall be required to post acceptable bond(s) and/or other acceptable letter(s) of credit or guarantee in the amount(s) specified herein (collectively, "**Security**").

AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Parcel Map on August 8th, 2022 and subsequent recordation; and (2) approval and acceptance of the Improvements upon their satisfactory completion or guarantee of completion, and in consideration of SUBDIVIDER'S construction of Improvements in accordance with the terms of this Agreement and all applicable laws and regulations, the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements for the four (4) lots within the Parcel Map in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in a good and workmanlike manner in accordance with the approved Improvement Plans and Specifications, the applicable improvement standards and specifications of the CITY'S Department of Public Works, the applicable Ordinances of the City Lathrop, and the applicable provisions of the California Subdivision Map Act.

2. SUBDIVIDER shall complete and City shall have accepted all Improvements by August 31, 2023, subject to any extension(s) provided for herein and as otherwise expressly provided for in this Agreement. Provided, however, that said deadline shall be extended for twenty-four (24) months upon SUBDIVIDER's request to CITY, supported by reasonable documentation that it is using commercially reasonable efforts to complete same and have said Improvements accepted by CITY.

3. SUBDIVIDER shall remove any existing well sites as may be required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department.

SUBDIVIDER shall convey any and all groundwater rights associated therewith to CITY via the Parcel Map.

4. SUBDIVIDER shall purchase and allocate wastewater treatment capacity to Parcels 1, 2, and 3 prior to the recordation of the Parcel Map; the quantities and costs are shown in Table 1 below. Parcel 4 will be utilized as a storm drain retention basin and therefore does not require wastewater treatment.

Table 1 – Wastewater Quantity and Cost

Parcel	Acreage	Gallons Per Day (355GPD/Acre)	ISU's (1ISU=240GPD)	Cost (\$9,719/ISU)
1	6.46	2,293.3	9.56	\$92,869.09
2	5.58	1,980.9	8.25	\$80,218.20
3	3.50	1,242.5	5.18	\$50,316.07
				\$223,403.36

5. SUBDIVIDER shall purchase and allocate water capacity to Parcels 1, 2, 3, and 4 prior to the recordation of the Parcel Map; the quantities and costs are shown in Table 2 below.

Table 2 – Water Quantity and Cost

Parcel	Acreage	Gallons Per Day (926GPD/Acre)	Cost (\$14.62/GPD)
1	6.46	5,982.0	\$87,456.84
2	5.58	5,167.1	\$75,543.00
3	3.50	3,241.0	\$47,383.42
4	2.52	2,333.5	\$34,115.77
			244,499.03

6. 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 SUBDIVIDER to ensure that the construction of the Improvements is in a good and workmanlike manner.

7. CITY'S acceptance of the Improvement(s) does not operate as a release of SUBDIVIDER from any guarantee hereunder that expressly survives said acceptance.

8. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 1 above, free from any known defects in work or labor done, and from any defects in materials furnished. Further, SUBDIVIDER shall repair the Improvements in good condition and in accordance with CITY's applicable specifications for one (1) year after CITY'S acceptance of the Improvements.

9. SUBDIVIDER shall annex into a Community Facilities District (CFD) for public maintenance prior to issuance of final Certificate of Occupancy for the first building within the Parcel Map boundary.

10. Prior to acceptance of Improvements, SUBDIVIDER shall deposit with the City Engineer a Warranty Bond in the amount being equal to approximately ten percent (10%) of the estimated cost of the Improvements. The Warranty Bond shall be in place for a period of one (1) year after CITY's acceptance of the Improvements. The total amount of said Security is set forth in Paragraph 15, to ensure SUBDIVIDER'S repair of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one (1) year guarantee period provided there are no claims against it then outstanding.

11. Because some of the Improvements are required to provide access and necessary utilities to the Project Site, CITY shall have the right to withhold the issuance of certificate(s) of occupancy for any structure(s) that is intended to be occupied within the Project until the Improvements are substantially complete and accepted, except in the case of any one of the following:

- a. Unreasonable delay(s) on behalf of CITY in its acceptance of same, defined to mean a delay that lasts for more than three (3) months after the below-identified Improvements are substantially complete; or

b. Unreasonable delay(s) caused by Force Majeure.

Notwithstanding anything to the contrary in the foregoing, if any event listed in subsections (a) or (b) above, CITY unreasonably delays its acceptance of all or any portion of the above-referenced Improvement(s) such that acceptance does not occur within three (3) months of when the Improvement(s) are substantially complete, then CITY shall not be permitted to withhold building certificate(s) of occupancy and instead CITY shall issue said certificate(s) of occupancy upon SUBDIVIDER's formal submittal for an application for same. By the execution and recordation of this Agreement in the Official Records of San Joaquin County, SUBDIVIDER and any subsequent purchaser of the lot(s) within the Parcel Map are deemed to have accepted the foregoing limitation on issuance of certificate(s) of occupancy for structures intended to be occupied within the boundaries of the Parcel Map.

12. If, after receipt of written notice from CITY that SUBDIVIDER: (a) has failed to substantially complete construction of the Improvements within the time specified in this Agreement (subject to any extension(s) provided for hereunder), and SUBDIVIDER does not cure said failure within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced within that 90-day period and diligently prosecuted thereafter), or (b) has failed to repair, replace or reconstruct any defects, as set forth in Paragraph 9 above and fails to cure same within ninety (90) days (or, if said failure cannot be cured within this time frame, then the cure is commenced during this 90-day period and diligently prosecuted thereafter) after receipt of written notice from CITY re same, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the outstanding Improvement(s), either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any Security deposited as required herein as is necessary to cover the actual costs of completion, repair, replacement, and/or

reconstruction of said outstanding Improvements incurred by CITY (as well as administrative costs as specified below). Once action is taken by CITY to complete, repair, replace and/or reconstruct all or any portion of the Improvement(s), SUBDIVIDER shall be responsible for all actual costs incurred by CITY in connection therewith up to the amount of the Security provided for hereunder, even if SUBDIVIDER subsequently substantially completes the construction of (or the repair, replacement and/or reconstruction, if applicable) the Improvements. CITY's recourse against SUBDIVIDER for failure to substantially complete (or the repair, replacement and/or reconstruction, if applicable) the Improvements shall be limited to the Security (i.e., any letter of guarantee, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) provided for under this Agreement. The parties acknowledge and agree that any and all administrative costs, including reasonable attorney's fees pursuant to Government Code Section 66499.4, actually incurred by CITY, in addition to the actual costs of the Improvements that CITY is required to complete, repair, replace and/or reconstruct shall be a proper charge against the Security provided for hereunder. If it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such Improvement(s), SUBDIVIDER shall pay reasonable attorney's fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith if and to the extent CITY prevails in such action.

13. SUBDIVIDER shall furnish and deliver to CITY, prior to CITY's approval of the Parcel Map, the good and sufficient surety bonds and undertakings issued by a company duly and regularly authorized to do a general surety business in the State of California, on a form reasonably approved by the CITY, in the amount(s) for each identified category of Improvements as detailed below in Table 3 and in Exhibit D.

Table 3 – Bond Values

Improvement Engineer's Estimate	\$758,610
Improvement Performance Guarantee (110% of Engineer's Estimate)	\$834,471
Improvement Labor & Materials Guarantee (50% of Performance Guarantee)	\$417,235

14. SUBDIVIDER shall comply with CITY'S insurance requirements set forth on Exhibit C, attached hereto and incorporated herein.

15. In connection with SUBDIVIDER's obligation to obtain the Security hereunder, SUBDIVIDER shall ensure (as documented by provision(s) in the Security instrument(s) that are consistent with this Paragraph 14) that each such surety (a) shall not be exonerated or otherwise released from liability under the applicable Security instrument(s) as a result of changes to the Improvement Plans and/or this Agreement that are approved by SUBDIVIDER and CITY, and (b) shall consent to any such changes to the Improvement Plans and/or this Agreement and waive the provisions of California Civil Code section 2819.

16. Neither CITY nor any of its officers, employees or agents shall be liable to SUBDIVIDER, and/or SUBDIVIDER'S agents, contractors or subcontractors for any error or omission arising out of or in connection with any work to be performed under this Agreement.

17. Neither CITY nor any of its officers, employees, or agents, shall be liable to SUBDIVIDER or to any person, entity, or organization, for any injury or damage that may result to any person or property by or from any cause in, on, or about the subdivision of all or any part of the land covered by this Agreement.

18. 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 arises from SUBDIVIDER and/or SUBDIVIDER'S

Subdivision Improvement Agreement (Scannell Properties #478, LLC)
Parcel Map 21-03 – 1520 Lathrop Road

contractors, subcontractors, agents, or employees' operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER'S 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 of any type that maybe brought or instituted against CITY and Indemnitees on any claim or demand, of any nature whatsoever, and pay or satisfy any judgment that may be rendered against CITY and the Indemnitees in any such action, suit or legal proceedings, resulting from or alleged to have resulted from SUBDIVIDER'S performance or non-performance of its duties and obligations under this Agreement, or from the negligent act or omission of itself, its agents, contractors, representatives, servants or employees, except in the event and to the extent said claims resulted from the gross negligence or willful misconduct of CITY. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 17 are not conditioned or dependent on whether or not any indemnity has prepared, supplied or approved any plan or specification in connection with this work or subdivision, whether or not any such indemnity has insurance or indemnification covering any of these matters. CITY does not, and shall not, waive any rights against SUBDIVIDER which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by CITY of any deposit with CITY by SUBDIVIDER. The aforesaid hold harmless agreement by SUBDIVIDER shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations referred to in this Paragraph 17, regardless of whether or not CITY has prepared, supplied or approved of, plans and/or specifications for the subdivision.

19. Neither SUBDIVIDER nor any of SUBDIVIDER'S agents, contractors or subcontractors are, or shall be, considered to be agents of CITY in connection with the performance of SUBDIVIDER'S obligations under this Agreement.

20. Prior to acceptance of the Improvements by the City Council, SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety at the Project Site. 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 CITY fees and charges have been paid, and the City Council has accepted the Improvements as complete.

21. SUBDIVIDER shall pay applicable service fees for the utility services from the time the Improvements are accepted by CITY to the end of the fiscal year in which CITY accepts same, 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.

22. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied. 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 SUBDIVIDER shall be jointly and severally liable hereunder unless SUBDIVIDER and its assignee have executed an Assumption and Assumption Agreement in which case SUBDIVIDER shall be released from all of its obligations hereunder so assigned to the assignee. Notwithstanding anything to the contrary in the foregoing, SUBDIVIDER shall be permitted to assign its rights and obligations under this Agreement to any "*Affiliate*", which is defined to mean an entity or person that is directly or indirectly Controlling, Controlled by, or

under common Control of SUBDIVIDER. The term “**Control**” as used herein, shall mean the power to direct the day-to-day management of SUBDIVIDER, and it shall be a presumption that Control with respect to a corporation or limited liability company is the right to exercise, directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the Controlled corporation or limited liability company, and, with respect to any individual, partnership, trust, other entity or association, Control is the possession, indirectly or directly, of the power to direct or cause the direction of the day-to-day management of the controlled entity.

23. SUBDIVIDER shall, at its expense, require all contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements. Prior to the commencement of Improvement construction, SUBDIVIDER (and its General Contractor/subcontractors to the extent required under applicable law) shall obtain a City of Lathrop Business License. SUBDIVIDER shall comply with all applicable local, state and federal laws whether or not said laws are expressly stated in this Agreement.

24. This Agreement and any amendments hereto comprise the entire understanding and agreement between the parties regarding the subject matter of this Agreement.

25. 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:

Subdivision Improvement Agreement (Scannell Properties #478, LLC)
Parcel Map 21-03 – 1520 Lathrop Road

If to City: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: City Manager
Email: citymanager@ci.lathrop.ca.us

With a copy: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330
Attn: Salvador Navarrete, City Attorney
Email: snavarrete@ci.lathrop.ca.us

If to SUBDIVIDER: Scannell Properties #478, LLC
3468 Mt. Diablo Blvd. Suite B-115
Lafayette, CA 94549
Attn: Paul Starn
Email: phstartn@gmail.com

The date of any notice shall be the date of receipt, provided that, rejection or other refusal to accept or the inability to deliver because of a change in address of which no notice was given shall be deemed to constitute receipt of the notice sent. Either party may change its address for notice by giving notice to the other party in accordance with this Paragraph 24.

25. The following miscellaneous provisions are applicable to this Agreement:

- a. Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the laws of the State of California.
- b. Definitions. The definitions and terms are as defined in this Agreement.
- c. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: PARCEL MAP No. 21-03

EXHIBIT B: LIST OF APPLICABLE PLANS AND SPECIFICATIONS FOR
IDENTIFIED IMPROVEMENTS

EXHIBIT C: CITY INSURANCE REQUIREMENTS

EXHIBIT D: ENGINEERS ESTIMATE FOR OFFSITE IMPROVEMENTS

d. Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes and labor disputes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; acts of terrorism; epidemics; quarantine restrictions; freight embargoes; materials shortages and/or inability to obtain materials due to tariffs, governmental restrictions or priority; unusually severe weather; acts or omissions of the other party; or acts or failures to act of any public or governmental agency or entity (except that acts or failures to act of CITY shall not excuse performance by CITY); or moratorium (each a “*Force Majeure Delay*”). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if Notice (as that term is defined above) by the party claiming such extension is sent to the other party within sixty (60) days of the commencement of the cause.

e. Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

f. Incorporation of Documents. All documents referred to herein and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated herein and shall be deemed to be part of this Agreement.

g. Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

h. Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so

affected shall remain in full force and effect.

i. Successors and Assigns. Except as otherwise expressly provided herein, the provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

j. Time of the Essence. Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first day and including the last.

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

k. Venue. In the event either party brings that suit hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin.

SIGNATURE ON FOLLOWING PAGE

Subdivision Improvement Agreement (Scannell Properties #478, LLC)
Parcel Map 21-03 – 1520 Lathrop Road

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 8th day of
August, 2022, at Lathrop, California.

CITY OF LATHROP,

A California municipal corporation of the
State of California

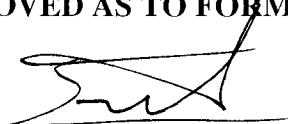
By: _____
Stephen J. Salvatore Date
City Manager

ATTEST:

City Clerk of and for the City
of Lathrop, State of California

By: _____
Teresa Vargas Date
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY

By:  _____ 7-26-2022
Salvador Navarrete Date
City Attorney

Subdivision Improvement Agreement (Scannell Properties #478, LLC)
Parcel Map 21-03 – 1520 Lathrop Road

SUBDIVIDER

SCANNELL PROPERTIES #478, LLC,
An Indiana limited liability company

By: _____

EXHIBIT A

PARCEL MAP NO. 21-03

OWNERS' STATEMENT:

WE, THE UNDERSIGNED HEREBY STATE THAT WE ARE THE OWNERS OF ALL THE LAND DELINEATED AND EMBRACED WITHIN THE DISTINCTIVE BORDER OF THE HEREIN EMBODIED PARCEL MAP ENTITLED "PARCEL MAP 21-03", CONSISTING OF TWO (2) SHEETS THAT HAVE CAUSED SAID MAP TO BE PREPARED FOR RECORD AND CONSENT TO THE PREPARATION AND RECORDED OF SAID MAP THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES ALL THE LOTS INTENDED FOR SALE BY NUMBER WITH THEIR PRECISE LENGTH AND WIDTH, THAT SAID MAP PARTICULARLY SETS FORTH AND DESCRIBES THE PARCELS OF LAND RESERVED FOR PRIVATE PURPOSES BY THEIR BOUNDARIES, COURSES AND EXTENT.

THIS PARCEL MAP DOES HEREBY RESERVE AND DOES NOT HEREBY DEDICATE FOR USE BY THE GENERAL PUBLIC, A COMMON EASEMENT FOR PRIVATE INGRESS AND EGRESS, PRIVATE OR PUBLIC UTILITIES, MAINTENANCE AND DRAINAGE OVER, ACROSS AND FOR THE BENEFIT OF PARCELS 5, 1 THROUGH 5 OF PARCEL MAP, SAID EASEMENTS TO BE DEFINED IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS OR SIMILAR TYPE DOCUMENT RECORDED BY SEPARATE INSTRUMENT SUBSEQUENT TO THE FILING OF THIS PARCEL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF LATHROP AS EASEMENTS FOR PUBLIC PURPOSES:

- 1 THE REAL PROPERTY DESIGNATED ON SAID MAP AS "LATHROP ROAD" FOR THE PURPOSE OF PUBLIC RIGHT OF WAY
- 2 A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT OF ACCESS, INGRESS AND EGRESS, THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP DESIGNATED AS PUBLIC ACCESS AND UTILITY EASEMENT (PAUE)
- 3 A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN CABLES, PIPES, CONDUITS AND THEIR APPURTENANCES UPON, OVER AND UNDER THE STRIPS OF LAND SHOWN UPON SAID MAP DESIGNATED AS PUBLIC UTILITY EASEMENT (PUE)

WE HEREBY DEDICATE PARCELS 5, TO THE CITY OF LATHROP, IN FEE

TO ENSURE MUNICIPAL WATER SERVICES TO ALL PARCELS SHOWN UPON THIS MAP, ALL WATER RIGHTS ARE DEDICATED TO THE CITY OF LATHROP WITHIN THE DISTINCTIVE BORDER UPON THIS MAP.

THIS MAP SHOWS ALL EASEMENTS OF RECORD

DATED THIS _____ DAY OF _____, 2022
AS OWNER, SCANNELL PROPERTIES #478, LLC, AN INDIAN LIMITED LIABILITY COMPANY

BY _____

NAME _____

TITLE _____

OWNERS' ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED "THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF _____

ON _____, 2022, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY

EVIDENCE TO BE THE PERSON(S) WHOSE NAMES (S) ARE SUBSCRIBED TO THE DOCUMENT, AND THAT HE(S)/SHE(S) EXECUTED THE SAME IN HIS/HER (OTHER AUTHORIZED CAPACITIES), AND BY HIS/HER (OTHER SIGNATURES) ON THE INSTRUMENT (THE PERSON(S) OR 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 _____

PRINTED NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE _____

PRINCIPAL PLACE OF BUSINESS _____

COMMISSION EXPIRES _____

COMMISSION # OF NOTARY _____

SIGNATURE OMISSIONS:

PURSUANT SECTION 9400 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1 SOUTHERN PACIFIC TRANSPORTATION COMPANY, 300 DRILL TRACK, EASEMENT PARCEL MAP BOOK 11, PAGE 97 & GRANT DEED BOOK 4383, PAGE 319, SAN JOAQUIN COUNTY RECORDS

PARCEL MAP 21-03

A SUBDIVISION THE LANDS OF RESULTANT PARCEL A, AS DESCRIBED IN LOT LINE ADJUSTMENT 22-42, DOCUMENT NO. 2022-_____, AND BEING A PORTION OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN,

SAN JOAQUIN COUNTY RECORDS

CITY OF LATHROP

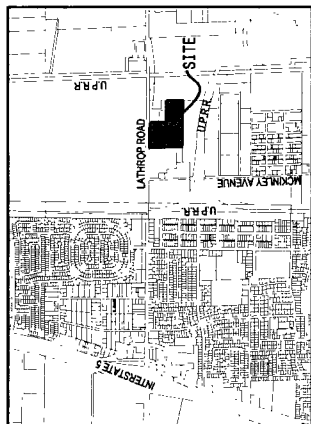
SAN JOAQUIN COUNTY, CALIFORNIA

MACKAY & SOMPS

REGISTERED PROFESSIONAL ENGINEER

2-ALL, 142-101 DE, THE P. 3-3-25-24-24

11577400, 24 44996, 125, 24-24



JULY 2022

NOT TO SCALE

RIGHT TO FARM STATEMENT:

PER CITY OF LATHROP CODE OF ORDINANCES, TITLE 16, CHAPTER 16.04, 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 ACTIVITIES, INCLUDING WITHOUT LIMITATION, THE APPLICATION OF FERTILIZERS AND PESTICIDES, THE USE OF AGRICULTURAL MACHINERY, THE RELEASE OF WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DESTRUCTION AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, NOISE, ODOR, RODENTS AND PESTS BE AWARE ALSO THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION, CONSEQUENTLY DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECTS OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.

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 ORDINANCES AT THE REQUEST OF SCANNELL PROPERTIES #478, LLC IN JULY OF 2021. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



DATED _____, 2022
JAN BRIDGE MACDONALD
LS NO 8817

CITY ENGINEER'S STATEMENT:

I, BRAD R. TAYLOR, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE VESTING TENTATIVE MAP. I REQUIRE, AND ANY APPROVED ALTERATIONS THEREON, FOR FURTHER STATE THAT THIS PARCEL MAP COMPLETES WITH ALL APPLICABLE CITY ORDINANCES, AND THAT ANY AMENDMENTS THERETO, APPLICABLE AT THE TIME OF APPROVAL OF THE VESTING TENTATIVE MAP, IF REQUIRED.



DATED THIS _____ DAY OF _____, 2022

BRAD R. TAYLOR, P.E. 92823

CITY ENGINEER

CITY SURVEYOR'S STATEMENT:

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLETES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT AS AMENDED, AND THAT THIS PARCEL MAP IS TECHNICALLY CORRECT.



DATED THIS _____ DAY OF _____, 2022

DARRYL ALEXANDER, PLS 5071

CITY SURVEYOR

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 "PARCEL MAP 21-03 OF SAN JOAQUIN COUNTY, CONSISTING OF TWO (2) SHEETS" WAS PREPARED AND SUBMITTED TO SAID CITY 2022, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____, ONLY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND AUTHORIZED ITS RECORDED AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE DEDICATION OF ALL EASEMENTS, PARCELS, AND WATER RIGHTS, AS SHOWN ON SAID MAP SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, IN ACCORDANCE WITH CHAPTER 16, TITLE 16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN MAP HAVE BEEN APPROVED BY THE CITY COUNCIL OF THE CITY OF LATHROP AND FILED IN MY OFFICE.

DATED THIS _____ DAY OF _____, 2022

TERESA VARGAS

CITY CLERK

SECRETARY OF THE PLANNING COMMISSION STATEMENT:

THIS MAP CONFORMS TO VESTING TENTATIVE PARCEL MAP NO. 17M 20-142, APPROVED BY THE PLANNING COMMISSION ON THE 15TH DAY OF SEPTEMBER, 2021.

DATED THIS _____ DAY OF _____, 2022

MARIA MESSNER
SECRETARY OF THE PLANNING COMMISSION
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF LATHROP

COUNTY RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 2022 AT _____ M.
IN BOOK _____ OF PARCEL MAPS, AT PAGES _____ THROUGH _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY
FEE \$ _____

STEVE J. BERTO ANDRES
ASSASSOR RECORDER/COUNTY CLERK
SAN JOAQUIN COUNTY, CALIFORNIA
BY _____ ASSISTANT DEPUTY RECORDER

SHEET 1 OF 2

253,200,000.P

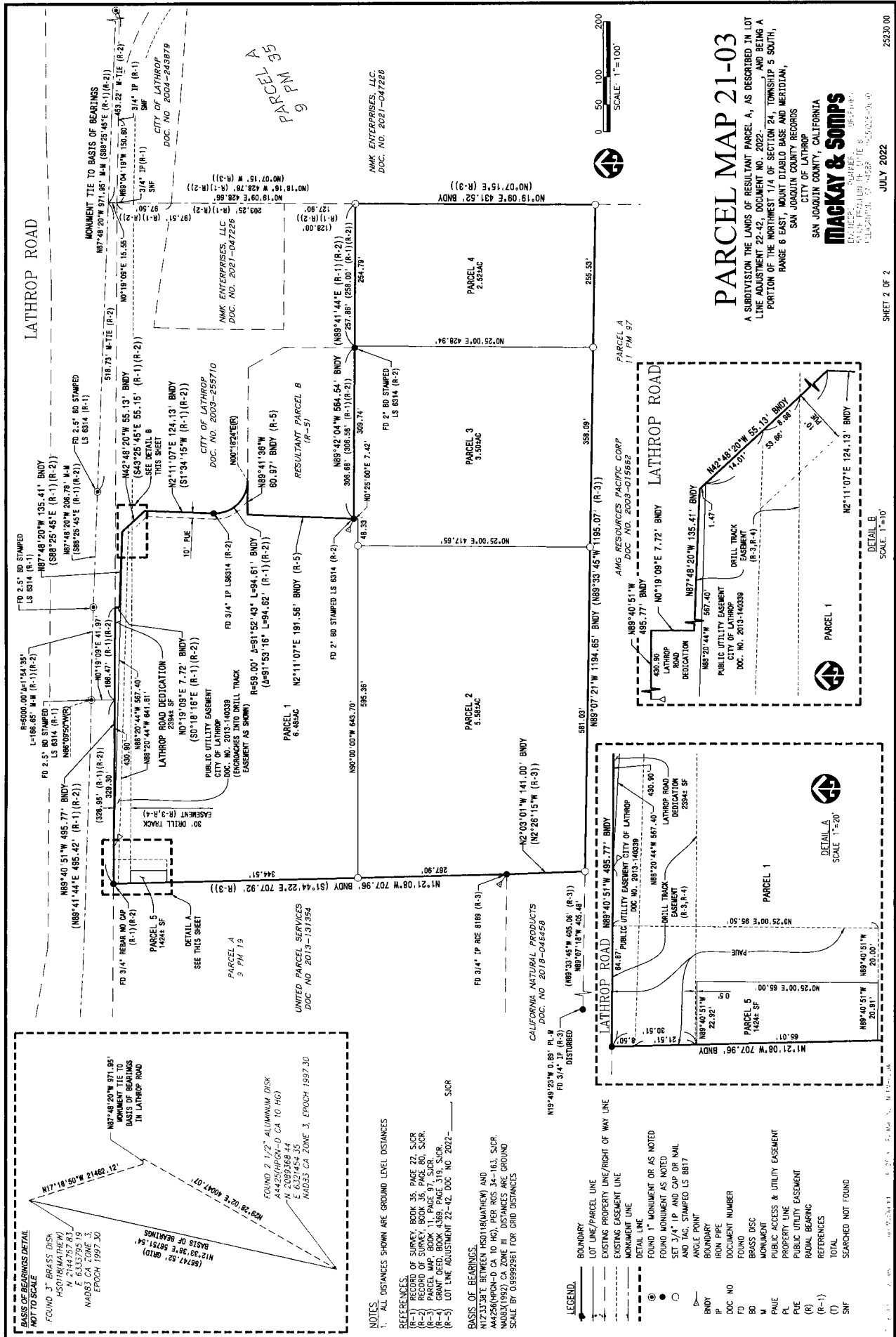


EXHIBIT B

LIST OF APPLICABLE PLANS AND SPECIFICATIONS FOR IDENTIFIED IMPROVEMENTS

- 1. City of Lathrop – 1520 Lathrop Road – Sanitary Sewer Pump Station – APN: 198-040-14 (Dated March 2022)**
- 2. Improvement Plans – 1520 Lathrop Road – Offsite Sanitary Sewer Forcemain – Lathrop, California (Dated March 2022)**

EXHIBIT C

SUBDIVIDER shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company 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 One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate.

Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements. Both parties to the Subdivision Improvement Agreement must be named as additional insured on the policy, unless such policy includes a blank additional insured endorsement. The policy endorsements to be attached to the certificate must:

- a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional 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. Contain a cross liability or severability of interest clause; and
- e. Be maintained and evidence of insurance must be provided for one (1) year after CITY’s acceptance of the Improvements, so long as commercially available at reasonable rates.

ACORD™

Client#: 35303

SCANPRO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/02/2022

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC Insurance Midwest P.O. Box 80159 Indianapolis, IN 46280		CONTACT NAME: Nikki Eslick PHONE (A/C, No, Ext): 317-706-9809 FAX (A/C, No): E-MAIL ADDRESS: nikki.eslick@epicbrokers.com	
		INSURER(S) AFFORDING COVERAGE INSURER A : The Hanover Insurance Company	
		NAIC # 22292	
INSURED Scannell Properties 8801 River Crossing Blvd. #300 Indianapolis, IN 46240		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR No Deductible/SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER	X	X	ZHW043698016	06/21/2022	06/21/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	ZHW043698016	06/21/2022	06/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	ZHW043698016	06/21/2022	06/21/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WHW841845116	06/21/2022	06/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured with respects to the General Liability on a primary and non contributory basis when required by written contract. Umbrella follows form. General Liability and Umbrella include terrorism.

Scannell Properties #478, LLC is an Additional Named Insured.

RE: 1520 Lathrop Road, Lathrop, CA

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Lathrop
 390 Towne Centre Drive
 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.

AUTHORIZED REPRESENTATIVE



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DESCRIPTIONS (Continued from Page 1)

City of Lathrop, its officers, City Council, boards and commissions and members thereof, its employees and agents are included as Additional Insureds as respects to General Liability. General Liability shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by City of Lathrop, its officers, employees and agents.

Thirty day notice of cancellation applies for any reason other than nonpayment which is ten days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
 - (4) Will not be broader than coverage provided to any other insured.
 - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
 - (4) To any:
 - (a) Owners or other interests from. whom land has been leased which takes place after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The occurrence takes place after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

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

2. **Additional Insured – Primary and Non-Contributory**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other insurance**:

Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or
- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

3. Blanket Waiver of Subrogation

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

4. Bodily Injury Redefined

SECTION V – DEFINITIONS, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS**:

24. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident; and

- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

9. Newly Acquired Or Formed Organizations

SECTION II – WHO IS AN INSURED, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

10. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

11. Supplementary Payments Increased Limits

SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations**:

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit**:

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

EXHIBIT D

ENGINEERS ESTIMATE FOR OFFSITE IMPROVEMENTS

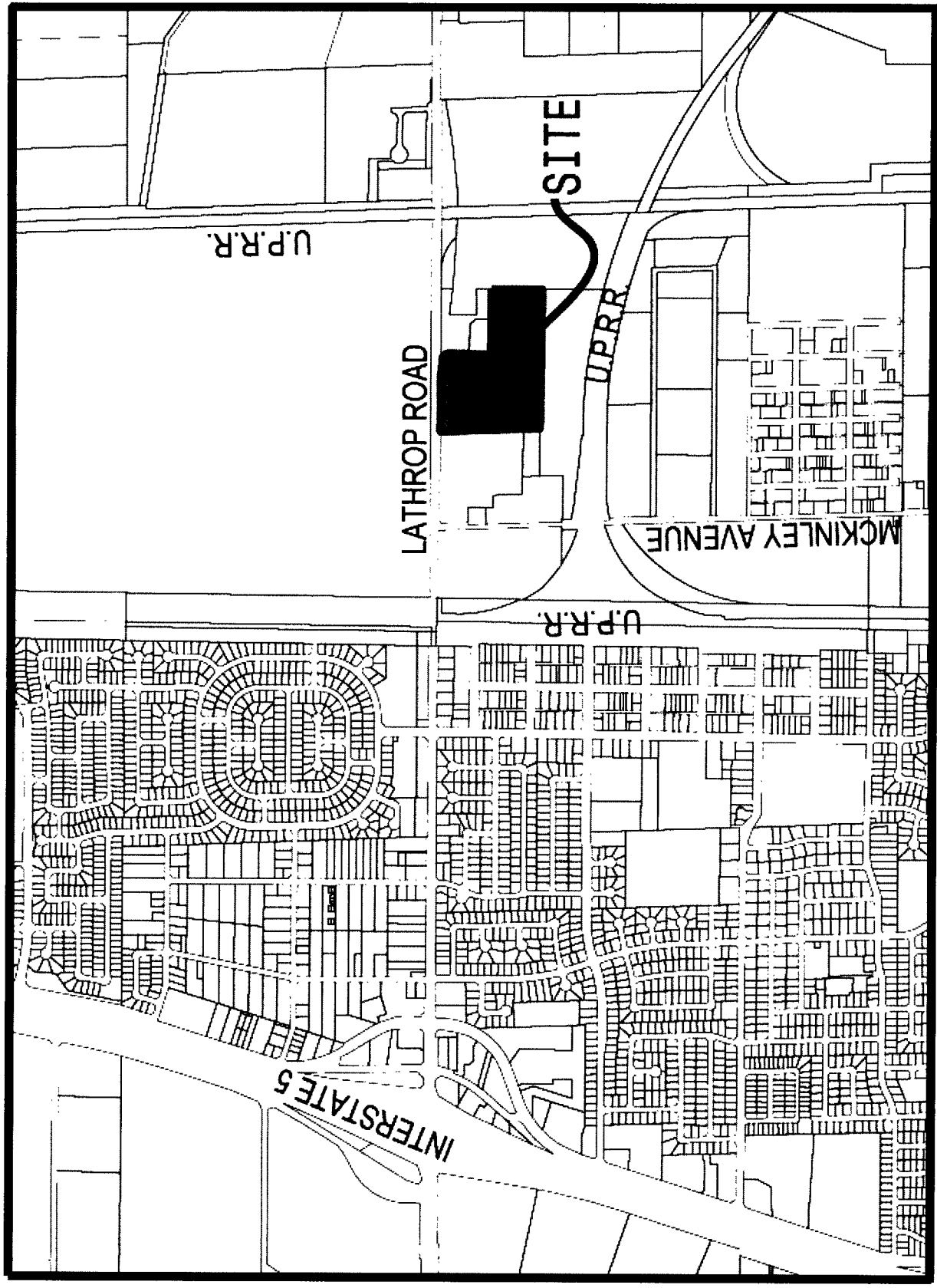
OFFSITE INFRASTRUCTURE BOND ESTIMATE
1520 LATHROP ROAD
City of Lathrop, California

SUMMARY

ITEM	DESCRIPTION	AMOUNT
1	Forcemain	\$ 148,880
2	Pump Station	\$ 586,726
3	Driveway	\$ 23,000
		\$ 758,606

Note: contingency not included in estimate

1520 LATHROP ROAD
PARCEL MAP 21-03



VICINITY MAP
NOT TO SCALE

ITEM 4.12

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2020-41**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements and Sidewalk Easement for the Duke Realty Development located at 16825 Murphy Parkway and Authorize the Release of Bonds Associated with Encroachment Permit No. 2020-41**

SUMMARY:

Duke Realty (Duke), the developer for 16825 Murphy Parkway, has completed the construction of the public improvements associated with Encroachment Permit (EP) 2020-41. The approximate value of the improvements proposed to be accepted is \$732,888.40, as shown in the project GASB 34 Report included as Attachment "C". These improvements have been inspected by staff and have been deemed complete by the City Engineer. The developer has provided a one-year warranty bond based on 10% of the construction costs and a lien release for the improvements being accepted. After the initial one-year warranty period, the costs to maintain these facilities will be covered through the City of Lathrop Maintenance Districts.

Staff recommends City Council accept the public improvements in accordance with City specifications and authorize the release of the bonds associated with the EP No. 2020-41, including approval of a Sidewalk Easement.

BACKGROUND:

On June 15, 2020, the City of Lathrop Community Development Department approved Development Plan No. DP-16-42 for the construction of a 382,722 square foot building in the Commercial Highway Zone, which included approximately 32,000 square feet of retail commercial on site supported by onsite warehousing, on an 18.70-acre site located within the Crossroads Commerce Center.

On June 12, 2020, the City of Lathrop Community Development Department approved the Minor Site Plan Review No. MSPR-20-57 (MSPR) to authorize the construction of a new 346,860 square foot warehouse building on an approximately 20-acre site. The MSPR modified the existing approval for Development Plan No. DP-16-49 (LBA North).

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2020-41**

The Conditions of Approval associated with MSPR-20-57 required the installation of frontage improvements along Murphy Parkway and Harlan Road, including paving, landscaping, fencing, lighting, curb, gutter, and sidewalk.

Construction of the frontage improvements are complete and the approximate value of the improvements proposed to be accepted is \$732,888.40 as shown in the project GASB 34 Report. Duke is also providing the City a sidewalk easement along the frontage of Harlan Road as shown in Attachment "D".

After the initial one-year warranty period, the public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Maintenance Districts.

Duke provided a performance bond (Bond No. 107253058) with EP 2020-41 in the amount shown in Table 1 that guaranteed the construction of the offsite improvements. Staff request Council approve the release of the performance bond, the warranty bond would go into effect upon acceptance of the improvements.

Table 1

Description	Performance Bond Number & Amount	Warranty Bond Number & Amount
Encroachment Permit 2020-41	107253058 \$977,900.00	30164763 \$73,288.84

REASON FOR RECOMMENDATION:

Staff has inspected the offsite improvements for the Duke Realty Development and confirmed that the improvements have been completed in accordance with City specifications and deemed complete by the City Engineer. Duke has submitted lien releases for the improvements being accepted. Staff has received the one-year warranty bond and as-built drawings for said improvements. Staff recommends Council accept the improvements.

FISCAL IMPACT:

The approximate value of the improvements proposed to be accepted is \$732,888.40 as shown in the project GASB34 Report and the costs to maintain these facilities will be covered through the City of Lathrop Maintenance Districts.

The one-year warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ACCEPT PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2020-41

ATTACHMENTS:

- A. Resolution Accepting Public Improvements and Sidewalk Easement for the Duke Realty Development Located at 16825 Murphy Parkway and Authorize the Release of Bonds Associated with Encroachment Permit No. 2020-41
- B. Location Exhibit – 16825 Murphy Parkway Offsite Improvements
- C. GASB 34 Report – 16825 Murphy Parkway Offsite Improvements
- D. Offer of Dedication for Sidewalk Easement

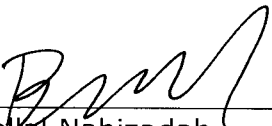
CITY MANAGER'S REPORT

PAGE 4

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

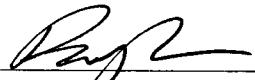
ACCEPT PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH EP NO. 2020-41

APPROVALS:



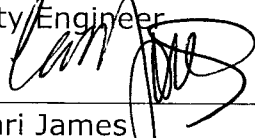
Bellal Nabizadah
Assistant Engineer

7-19-22
Date



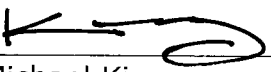
Brad Taylor
City Engineer

7/19/2022
Date



Cari James
Finance Director

7/26/2022
Date




Michael King
Assistant City Manager

7.20.22
Date



Salvador Navarrete
City Attorney

7-25-2022
Date



Stephen J. Salvatore
City Manager

8-2-22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS AND SIDEWALK EASEMENT FOR THE DUKE REALTY DEVELOPMENT LOCATED AT 16825 MURPHY PARKWAY AND AUTHORIZE THE RELEASE OF BONDS ASSOCIATED WITH ENCROACHMENT PERMIT NO. 2020-41

WHEREAS, on June 15, 2020, the City of Lathrop Community Development Department approved Development Plan No. DP-16-42 for the construction of a 382,722 square foot building in the Commercial Highway Zone, which included approximately 32,000 square feet of retail commercial on site supported by onsite warehousing, on an 18.70-acre site located within the Crossroads Commerce Center; and

WHEREAS, on June 12, 2020, the City of Lathrop Community Development Department approved the Minor Site Plan Review No. MSPR-20-57 (MSPR) to authorize the construction of a new 346,860 square foot warehouse building on an approximately 20-acre site. The MSPR modified the existing approval for Development Plan No. DP-16-49 (LBA North); and

WHEREAS, the Conditions of Approval associated with MSPR-20-57 required the installation of frontage improvements along Murphy Parkway and Harlan Road including paving, landscaping, fencing, lighting, curb, gutter, and sidewalk; and

WHEREAS, construction of the frontage improvements is complete and the approximate value of the improvements proposed to be accepted is \$732,888.40 as shown in the project GASB 34 Report, included as Attachment "C" to the City Manager's Report Duke Realty (Duke) is also providing the City a sidewalk easement along the frontage of Harlan Road as shown in Attachment "D" of the City Manager's Report; and

WHEREAS, the public facilities will be maintained by the City and the costs to maintain these facilities will be covered through the existing City of Lathrop Maintenance Districts; and

WHEREAS, Duke has provided a one-year warranty bond to guarantee replacement and/or repair of the improvements as a result of defective materials, equipment, or defective workmanship for a period of one year from the date of acceptance; and

WHEREAS, Duke provided a performance bond (Bond No. 107253058) to the City upon issuance of Encroachment Permit 2020-41 in the amount shown in Table 1 that guaranteed the construction of the offsite improvements. The performance bond will be released and replaced with the warranty bond upon acceptance of the improvements; and

Table 1

Description	Performance Bond Number & Amount	Warranty Bond Number & Amount
Encroachment Permit 2020-41	107253058 \$977,900.00	30164763 \$73,288.84

WHEREAS, City staff has inspected the offsite improvements for the Duke Realty Development and confirmed that the improvements have been completed in accordance with City specifications and deemed complete in accordance with the specifications by the City Engineer; and

WHEREAS, Duke has submitted lien releases for the improvements proposed to be accepted. Staff has received the one-year warranty bond and as-built drawings for said improvements. Staff recommends Council accept the improvements.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements and sidewalk easement for the Duke Realty development located at 16825 Murphy Parkway and authorize the release of the performance bond associated with Encroachment Permit No. 2020-41.

The foregoing resolution was passed and adopted this 8th day of August 2022 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

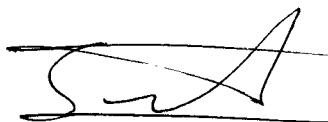
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

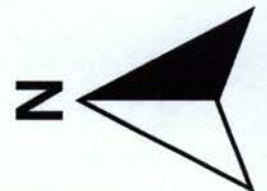
APPROVED AS TO FORM:



Salvador Navarrete
City Attorney



DUKE WAREHOUSE
VICINITY MAP
16825 MURPHY PARKWAY
LATHROP, CA



CITY OF LATHROP
PROJECT ACCEPTANCE
(GASB 34 REPORT)
DATE: 6/24/2022
16825 MURPHY PARKWAY
BASED ON OFFSITE PLANS PREPARED BY KIER & WRIGHT DATED SEPTEMBER 2021

ITEM	UNIT	QUANTITY	UNIT COST	COST
Offsite Sanitary Sewer - Murphy Pkwy	LS	1	1	\$28,057.00
Offsite Storm Drain - Murphy Pkwy	LS	1	1	\$37,296.00
Offsite water - Murphy Pkwy	LS	1	1	\$114,682.00
Offsite Rough Grade - Murphy Pkwy	LS	1	1	\$23,790.00
Offsite Balance - Murphy Pkwy	LS	1	1	\$7,822.00
Offsite Finish Grade - Murphy Pkwy	LS	1	1	\$20,381.00
Offsite AB/Finish - Murphy Pkwy	LS	1	1	\$54,017.00
Offsite AC - Murphy Pkwy	LS	1	1	\$72,083.00
Offsite curb/Gutter - Murphy Pkwy	LF	1757	23.6	\$41,465.20
Offsite Vertical Curb - Murphy Pkwy	LF	107	42.1	\$4,504.70
Offsite Valley Gutter - Murphy Pkwy	LF	35	50.2	\$1,757.00
Offsite Sidewalk - Murphy Pkwy	SF	6856	6.35	\$43,535.60
Offsite Vertical Curb - Harlan Rd	LF	30	42.1	\$1,263.00
Offsite Sidewalk - Harlan Rd	SF	5131	7.65	\$39,252.15
Offsite Drive Apron - Harlan Rd	SF	575	11.05	\$6,353.75
Offsite Thermoplastic striping - Murphy Pkwy	LS	1	1	\$8,500.00
Offsite Signage - Murphy Pkwy	ea	12	241.67	\$2,900.00
Offsite Landscape - Murphy Pkwy	LS	1	1	\$157,000.00
Offsite Landscape Cobble - Murphy Parkway	LS	1	1	\$3,400.00
Offsite Electrical rough and light poles - Murphy Pkwy	LS	1	1	\$58,418.00
Offsite Add Locking lids to elec boxes - Murphy Pkwy	LS	1	1	\$6,411.00
TOTAL				\$732,888.40

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
ATTN: CITY CLERK
390 TOWNE CENTRE DRIVE
LATHROP, CA 95330
Exempt from payment of recording fees (GC 27383)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Offer of Dedication
for Public Sidewalk Easement

THIS INSTRUMENT BENEFITS THE CITY ONLY. NO FEE REQUIRED.

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

For a valuable consideration, receipt of which is hereby acknowledged,
DUKE REALTY LIMITED PARTNERSHIP, legal landowner "Grantor(s)",

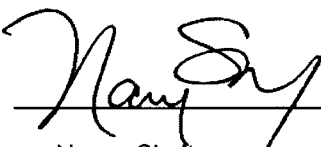
hereby grants to CITY OF LATHROP, a California municipal corporation "Grantee",

a public sidewalk easement (the "Public Sidewalk Easement") for public purposes over all that real property situated in the State of California, San Joaquin County, City of Lathrop, and more particularly described as follows:

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

In witness whereof the undersigned have executed this instrument on this 28 day of June, 2022.

Grantor(s): DUKE REALTY LIMITED PARTNERSHIP

By: 
Nancy Shultz
Regional President

ACKNOWLEDGMENT

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

State of California
County of Orange)

On June 28, 2022 before me, Teri Tanaka, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Teri Tanaka (Seal)

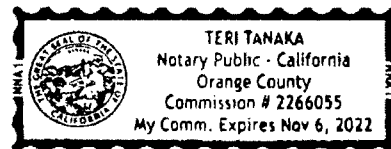


EXHIBIT "A"
LEGAL DESCRIPTION
SIDEWALK EASEMENT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL 2 AS SHOWN ON THAT CERTAIN PARCEL MAP NO. 93-11, FILED FOR RECORD OCTOBER 27, 1993, IN BOOK 19 OF PARCEL MAPS, AT PAGE 67, OF SAN JOAQUIN COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2 AS SHOWN ON SAID PARCEL MAP, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF HARLAN ROAD (WIDTH VARIES):

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 0° 27' 30" WEST, 2.99 FEET ALONG THE WESTERLY LINE OF SAID PARCEL 2, TO THE BEGINNING OF A NON-TANGENT 603.00 FOOT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 2° 05' 07" WEST, SAID CURVE BEING ON THE SOUTHERLY LINE OF AN EXISTING 3.00 FOOT SIDEWALK EASEMENT AS SHOWN ON THAT CERTAIN TRACT MAP NO. 2529 FILED FOR RECORD SEPTEMBER 8, 1993, IN BOOK 31 OF MAPS AND PLATS, AT PAGE 85, SAN JOAQUIN COUNTY RECORDS;

THENCE LEAVING SAID WESTERLY LINE OF SAID PARCEL 2, AND ALONG SOUTHERLY LINE OF SAID EXISTING 3.00' SIDEWALK EASEMENT, ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3° 14' 23" FOR AN ARC DISTANCE OF 34.09 FEET TO THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID CURVE TO THE LEFT, AND ALONG SOUTHERLY LINE OF SAID EXISTING 3.00' SIDEWALK EASEMENT, HAVING A RADIUS OF 603.00 FEET, THROUGH A CENTRAL ANGLE OF 5° 53' 08" FOR AN ARC DISTANCE OF 61.94 FEET;

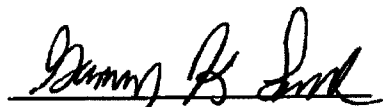
THENCE LEAVING SAID SOUTHERLY LINE OF SAID SIDEWALK EASEMENT THE FOLLOWING FOUR (4) COURSES:

- 1) SOUTH 33° 53' 37" WEST, 18.45 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 10° 25' 12" WEST,
- 2) ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 479.72 FEET, THROUGH A CENTRAL ANGLE OF 4° 18' 02" FOR AN ARC DISTANCE OF 36.01 FEET,
- 3) NORTH 89° 51' 18" WEST, 15.45 FEET, AND
- 4) NORTH 0° 27' 30" EAST, 11.55 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 734± SQUARE FEET OF LAND, MORE OR LESS.

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

DESCRIPTION PREPARED BY KIER & WRIGHT CIVIL ENGINEERS & SURVEYORS, INC.


GARY LAMB, LS 6627

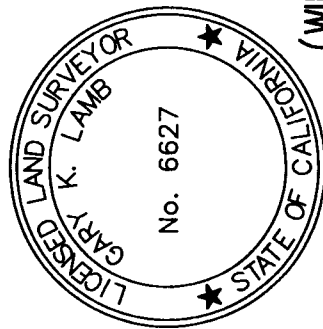
3-22-22
DATE



LEGEND

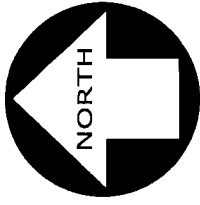
--- PROPERTY LINE
 --- EXISTING EASEMENT
 --- PROPOSED EASEMENT

M MAP
 OR OFFICIAL RECORDS
 PM PARCEL MAP
 POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING
 (R) RADIAL BEARING
 SF SQUARE FEET



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	603.00'	5°53'08"	61.94'
C2	479.72'	4°18'02"	36.01'

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L1	S33°53'37"W	18.45'	
L2	N89°51'18"W	15.45'	
L3	N0°27'30"E	11.55'	



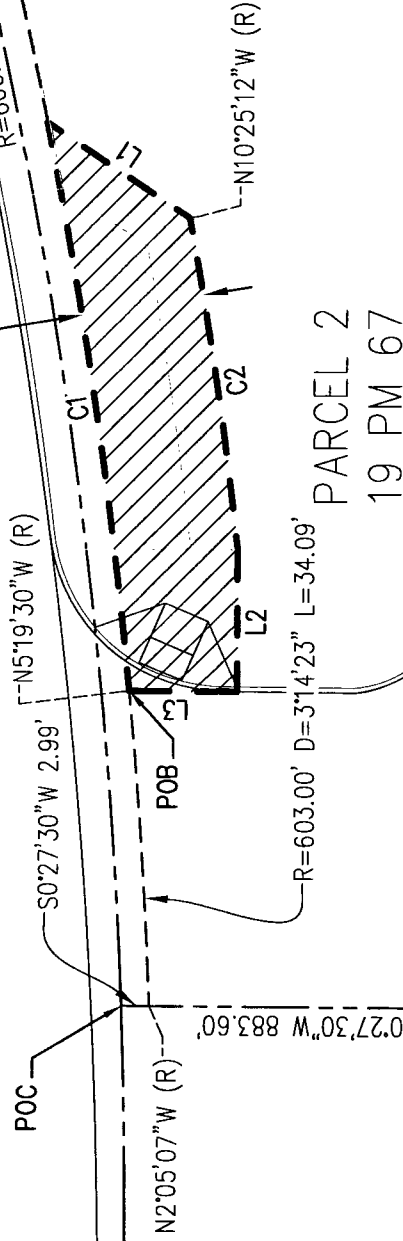
0 10' 20' 40'
 Scale 1" = 20'

SIDEWALK EASEMENT

HARLAN ROAD
 (WIDTH VARIES) (A PUBLIC ROAD)

734± SF

EXISTING 3.0' SIDEWALK EASEMENT
 31 M 85
 16 PM 184



2850 Collier Canyon Road
 Livermore, CA 94551
 Phone: (925) 245-8788
 www.kierwright.com

EXHIBIT "B"

SIDEWALK EASEMENT

LATHROP,

CALIFORNIA

DATE	JULY, 2022
SCALE	1" = 20'
BY	GKL
JOB NO.	A19635
SHEET	1 OF 1

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ITEM 4.13

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. FOR CORPORATION YARD REMODELING - FUEL TANK FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Sinclair General Engineering Construction Inc. for the Corporation Yard Remodeling – Fuel Tank Footings, Capital Improvement Project GG 21-13**

SUMMARY:

On April 12, 2021, City Council created Capital Improvement Project (CIP) GG 21-13 Corporation (Corp) Yard Remodeling to remodel the main building and expand other aspects of this facility. The subject project (Project) will construct the first phase of a fueling facility at the Corp yard for City vehicles. The Project consists of concrete footings and slabs to anchor the fuel storage tanks, mount fueling equipment, and provide a stable and clean surface on which to fuel City vehicles.

The bid solicitation package for the construction of the Project was advertised on June 29, 2022 in accordance with Informal Bidding Procedures in CA PCC 22034 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code (LMC) 3.30.060 and 3.30.070.

Public Works received and opened two (2) bids on July 19, 2022. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be Sinclair General Engineering Construction Inc. (Sinclair), with a bid of \$81,664.

Staff is requesting City Council award a construction contract to Sinclair for the construction of CIP GG 21-13 Corporation Yard Remodeling – Fuel Tank Footings in the amount of \$81,664. Staff also requests City Council authorize a 20% construction contingency of \$16,332 for a total cost not to exceed \$97,996.

BACKGROUND:

On April 12, 2021, City Council approved the creation of CIP GG 21-13 Corporation Yard Remodeling to remodel the Corporation Yard's main building and construct a fueling facility for City vehicles. The fueling facility will support 24 hour-per-day fueling of approximately 75 City vehicles, including approximately 30 Lathrop Police Department vehicles.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**AWARD CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. FOR CORPORATION YARD REMODELING - FUEL TANK FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13**

The Project consists of minor grading and excavation and the construction of the following concrete elements to support associated components of the fueling facility:

- Deep footings and a concrete slab for the placement and stable anchorage of a 5,000-gallon gasoline tank, 3,000-gallon diesel tank, and a 1,000-gallon diesel exhaust fluid (DEF) tank.
- An adjacent slab for the placement of fueling components such as pumps, dispensers and electronic product monitoring.
- A ground-level apron on which vehicles can park when fueling.

The apron will provide a clean and stable surface for refueling vehicles and prevent spillage of fuels and other liquids from entering the soil.

City staff prepared the plans and technical specifications. The informal bid solicitation package for the construction of the Project was advertised on June 29, 2022 in accordance with Informal Bidding Procedures in CA PCC 22034 and LMC 3.30.060 and 3.30.070.

Two (2) bids were received; both determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
Sinclair General Engineering Construction, Inc	\$81,664
Westside Landscape and Concrete, Inc.	\$92,874

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Sinclair. Staff requests City Council adopt a resolution awarding a construction contract to Sinclair in the amount of \$81,664. Staff also request City Council authorize a 20% construction contingency of \$16,332, and authorize staff to spend the contingency as necessary to achieve the goals of the project for a total cost not to exceed \$97,996.

REASON FOR RECOMMENDATION:

The proposed fueling facility will support the City's safety and operations. Approving the contract with Sinclair will allow for the construction of the concrete to support the fueling facility, and will allow the construction of the next phase of the fueling facility to move forward.

FISCAL IMPACT:

Staff requests City Council award a construction contract to Sinclair in the amount of \$81,664 and authorize a 20% construction contingency of \$16,332, for a total cost not to exceed \$97,996. Sufficient funds were included in the adopted Fiscal Year 22/23 budget to fund the construction of the Project.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

**AWARD CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING
CONSTRUCTION INC. FOR CORPORATION YARD REMODELING - FUEL TANK
FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13**

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Sinclair General Engineering Construction Inc. for the Corporation Yard Remodeling – Fuel Tank Footings, Capital Improvement Project GG 21-13
- B. Construction Contract with Sinclair General Engineering Construction Inc. for the Corporation Yard Remodeling – Fuel Tank Footings, CIP GG 21-13

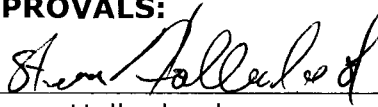
CITY MANAGER'S REPORT

PAGE 4

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

**AWARD CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING
CONSTRUCTION INC. FOR CORPORATION YARD REMODELING - FUEL TANK
FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13**

APPROVALS:



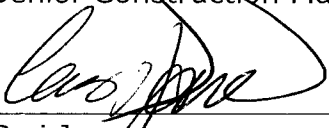
Steven Hollenbeak
Assistant Engineer

7.21.22
Date



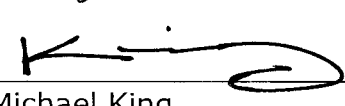
Ken Reed
Senior Construction Manager

7.21.22
Date



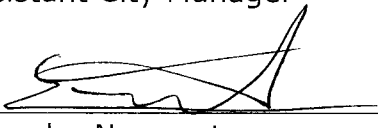
Cari James
Director of Finance

7/26/2022
Date




Michael King
Assistant City Manager

7.27.2022
Date



Salvador Navarrete
City Attorney

7.15.2022
Date



Stephen J. Salvatore
City Manager

8.2.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO SINCLAIR GENERAL ENGINEERING CONSTRUCTION INC. FOR THE CORPORATION YARD REMODELING – FUEL TANK FOOTINGS, CAPITAL IMPROVEMENT PROJECT GG 21-13

WHEREAS, on April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corporation Yard Remodeling to remodel the main building and construct a fueling facility for City vehicles; and

WHEREAS, the Fuel Tank Footings portion of the work (Project) includes the construction of concrete footings and slabs to anchor the fuel storage tanks, mount fueling equipment, and provide a stable and impervious surface on which to fuel vehicles; and

WHEREAS, City staff prepared and distributed the plans and technical specifications for informal bid solicitation on June 29, 2022 in accordance with Informal Bidding Procedures in CA PCC 22034 (California Uniform Public Construction Cost Accounting Act) and Lathrop Municipal Code (LMC) 3.30.060 and 3.30.070; and

WHEREAS, a total of two (2) bids were received and opened by Public Works on July 19, 2022; and

WHEREAS, upon review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be Sinclair General Engineering Construction Inc. (Sinclair) with a bid of \$81,664; and

WHEREAS, staff requests City Council award a construction contract to Sinclair in the amount of \$81,664 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 20% construction contingency in the amount of \$16,332 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$97,996; and

WHEREAS, sufficient funds were included in the adopted Fiscal Year 22/23 budget for CIP GG 21-13 to fund the construction.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Sinclair General Engineering Construction Inc. for the Corporation Yard Remodeling – Fuel Tank Footings, CIP GG 21-13 for a cost of \$81,664; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 20% construction contingency in the amount of \$16,332 for a total cost not to exceed \$97,996 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 8th day of August 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

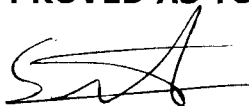
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCAA INFORMAL BID SOLICITATION

CONTRACT

CONTRACT

This Contract, dated **August 8, 2022**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Sinclair General Engineering Construction Inc.**, (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Corporation Yard Remodeling - Fuel Tank Footings, CIP GG 21-13** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to excavation, grading and construction of concrete footings, slabs and curb with rebar and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 20 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 81,664 (Eighty One Thousand, Six Hundred Sixty Four Dollars)

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Sinclair General Engineering Construction Inc. on July 19, 2022.

SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

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SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during

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FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates the following:

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SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

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FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

- 10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
- 11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;

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SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and

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SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

 City of Lathrop
 Department of Public Works
 390 Towne Centre Drive
 Lathrop, CA 95330

 (209) 941-7430
 FAX: (209) 941-7449
 ATTN: Senior Construction Manager

To Contractor: Sinclair General Engineering Construction Inc.

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.

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SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCAA INFORMAL BID SOLICITATION

CONTRACT

- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.

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SECTION 00500

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

CONTRACT

- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval.

SECTION 00500

**FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION**

CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

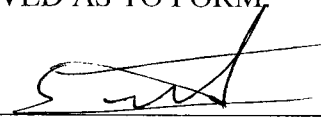
By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

SECTION 00300

**FUEL TANK FOOTINGS, CIP GG 21-13
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: **FUEL TANK FOOTINGS, CIP GG 21-13**

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the base bid. The City of Lathrop reserves the right to award only the work contemplated by only the Base Bid, or none of the work.

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

FUEL TANK FOOTINGS, CIP GG 21-13

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	ITEM COST
1	Excavate Footings / Slabs; Minor Grading	1	LS		15,700.00
2	PCC Footings for Fuel Tanks @ 12" Deeper than Tank Slab	130	SF	95.00	12,350.00
3	PCC Tank Slab @ 6" Deep	936	SF	25.00	23,400.00
4	PCC Equipment Slab @ 6" Deep	318	SF	25.00	7,950.00
5	PCC Fueling Apron @ 6" Deep	546	SF	25.00	13,650.00
6	PCC Footing for Equipment Slab @ 6" x 12"	37	LF	22.00	814.00
7	6" x 6" PCC Perimeter Curb on Tank Slab	130	LF	60.00	7,800.00

TOTAL BID: \$ 81,664.00

TOTAL BID IN WORDS: Eighty One thousand Six hundred sixty four dollars

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:

Sinclair General Engineering Construction Inc.
P.O. Box 1453 Colusa, CA 95361

- (2) Bidder's telephone number: 209-847-6100

- (3) Bidder's fax number: 209-847-6101

- (4) Bidder's Contractor's License (Class): ☒ A, B, C, B

License No.: 818693 DR # 1000002655

Expires: 6/30/2025

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: N/A Date of Inspection: _____

- (6) List 3 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Pete McDonald Island Accessory Building	1,933,300.00	Seeger Construction 3908 Industrial Blvd Sacramento CA 916-599-1782
Chicken Ranch Casino Administration Building	1,058,000.00	Robert E. Bayer Construction, Inc. 19608 E. mono way Sonoma CA, 95370
Woodglen Development Faux Bridge	76,000.00	Florsheim Homes 1701 W. march 1N suite D Stockton CA 95206 (209) 473-1104

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. <u>No Subs</u>			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			

Note: Attach additional sheets if required.

00300-4

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

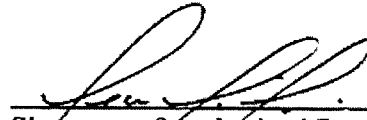
Bidder acknowledges receipt of the following addendum (addenda):

0 _____

Respectfully submitted,

July 19, 2022
Dated

SINCLAIR ENGINEERING CONSTRUCTION, INC.
Legal Name of Firm



Signature of Authorized Representative

(Seal)

(If Bidder is a corporation, show State in which incorporated.)

INCORPORATED - STATE OF CA

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

SEAN SINCLAIR, PRINCIPAL - P.O. BOX 1453, OAKDALE, CA 95361

KATHARINE SINCLAIR, PRINCIPAL - P.O. BOX 1453, OAKDALE, CA 95361

SEAN SINCLAIR, PRESIDENT / CEO (TREASURER), MANAGER

KATHARINE SINCLAIR, CORP. SECRETARY

00300-5

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Sinclair General Engineering Construction, Inc.

as PRINCIPAL, and SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 10% of Amount of Bid

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the Public Works Department, 390 Towne Centre Drive, Lathrop, CA: FUEL TANK FOOTINGS, CIP GG 21-13.

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

00300-6

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19th day
of July, 2022

Sinclair General Engineering Construction, Inc.

(Seal)

(Seal)

Address: 538 South 5th Ave., Suite A.

Oskaloie, CA 95361

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

Sydney M. Earl (Seal)

Sydney M. Earl, Attorney-in-Fact

(Seal)

Address: 450 Alaskan Way South, Suite 2101

Seattle, WA, 98124

NOTE: Signatures of those executing for the surety must be properly acknowledged.

00300-7

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF

COUNTY OF

SS.

SEAN SINCLAIR, being first duly sworn, deposes and says that he or she is
President of SINCLAIR GROUP the party making the foregoing bid
that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership,
company, association, organization, or corporation; that the bid is genuine and not collusive or
sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with
any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the
bidder has not in any manner, directly or indirectly, sought by agreement, communication, or
conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other
bidder, or to secure any advantage against the public body awarding the contract of anyone
interested in the proposed contract; that all statements contained in the bid are true; and, further,
that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown
thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will
not pay, any fee to any corporation, partnership, company associated, organization, bid depository,
or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of: [Signature]
President, Secretary,
Manager, Project Manager or Representative

The County of Stanislaus

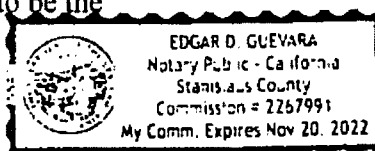
State of California

Subscribed and sworn to (or affirmed) before me

on this 19 day of July, 2022, by

SEAN SINCLAIR, proved to
me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Seal _____



Signature [Signature]

00300-8

SECTION 00300

FUEL TANK FOOTINGS, CIP GG 21-13
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No ✓

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-9

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

AJLSON BERRY, LYNN BAILEY, LINDA K. BRAGER, SYDNEY M. EARL, JOSEPH ORKHOFF and MELISSA HASTINGS

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC

Gerald Jugowski

By Gerald Jugowski, Vice President of SRCSAIC & Vice President of SRCSPIC



IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28th day of April, 2022.

State of Illinois
County of Cook

53

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 28th day of April, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jugowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 19th day of July, 2022.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

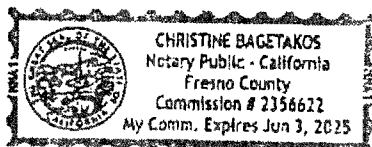
County of FRESNO

On July 19, 2022 before me, Christine Bagetakos, NOTARY PUBLIC, personally appeared

Sydney M. Earl,

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



WITNESS my hand and official seal.

Christine Bagetakos

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S) ☐ LIMITED
☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

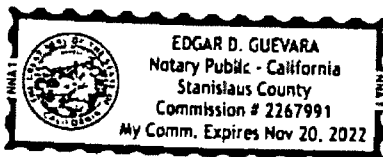
State of California

County of Stanislaus

On July 19, 2022 before me, Edgar D. Guevara, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sean Sinclair
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature Edgar D. Guevara
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

**CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**

ITEM: AWARD CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVE RELATED BUDGET AMENDMENT

RECOMMENDATION: Adopt Resolution Awarding Construction Contract with George Reed, Inc. for CIP PS 22-45 Fiscal Year 2022/23 Road Maintenance and Rehabilitation Project and Approving Related Budget Amendment

SUMMARY:

On June 13, 2022, City Council created Capital Improvement Project (CIP) PS 22-45 for Fiscal Year (FY) 2022/23 Road Maintenance and Rehabilitation (Project) to repair, rehabilitate, and maintain deteriorated pavement citywide. The Project consists of grinding off existing asphalt concrete, overlaying Hot Mix Asphalt, applying Type II microsurfacing, and refreshing thermoplastic striping at the following locations:

Base Bid:

- Stonebridge Ln from Harlan Rd to Slate St
- J St from Harlan Rd to 5th St
- Thomsen Rd from Harlan Rd to 5th St

Alternative Bid:

- Prairie Dunes Dr from Pine Valley Dr to Silver Creek Dr

Staff prepared the plans and specifications that were advertised for construction on July 7, 2022. A total of five (5) bids were received and opened by City Clerk on July 28, 2022. Based on review and evaluation of the bids, the lowest responsive and responsible bidder for the project was determined to be George Reed, Inc. (George Reed) with a base bid amount of \$1,448,557 and alternative bid of \$345,303 for a total construction cost of \$1,793,860.

Staff is requesting City Council award a construction contract to George Reed for the construction of CIP PS 22-45 FY 2022/23 Road Maintenance and Rehabilitation Project in the amount of \$1,793,860. Staff also requests City Council authorize a 15% construction contingency of \$269,079 for a total cost not to exceed \$2,062,939.

Staff is also requesting Council approval of a budget amendment transferring \$1,657,939 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to support the construction of the base bid, alternative bid, and a 15% contingency.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**AWARD CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVE RELATED BUDGET AMENDMENT****BACKGROUND:**

On June 13, 2022, City Council created CIP PS 22-45 for FY 2022/23 Road Maintenance and Rehabilitation (Project) to repair, rehabilitate, and maintain deteriorated pavement on several local roads. The Project consists of grinding off existing asphalt concrete, overlaying Hot Mix Asphalt, applying Type II microsurfacing, and refreshing thermoplastic striping at the locations below:

- Stonebridge Ln from Harlan Rd to Slate St
- J St from Harlan Rd to 5th St
- Thomsen Rd from Harlan Rd to 5th St

The City received concerns from residents on Prairie Dunes Drive about the existing pavement conditions. After evaluation, staff determined that the entire road from Pine Valley Drive to Silver Creek Drive was structurally deficient. Therefore, Prairie Dunes Drive was included as a bid alternative for a full road reconstruction.

Staff prepared the plans and specifications that were advertised for construction on July 7, 2022, in accordance with California Public Contract Code 22032 and Lathrop Municipal Code (LMC) Section 2.36.060.

A total of five (5) bids were received, each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Base Bid	Alternative Bid
George Reed, Inc.	\$1,448,557	\$345,303
Consolidated Engineering, Inc	\$1,523,498	\$305,602
Dirt Dynasty, Inc.	\$1,627,441	\$289,721
United Pavement Maintenance, Inc.	\$1,753,709	\$331,318
Mountain Cascade, Inc.	\$1,758,696	\$266,218

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is George Reed. Staff requests City Council adopt a resolution awarding a construction contract to George Reed for the base bid of \$1,448,557 and alternative bid of \$345,303 for a total amount of \$1,793,860.

Staff also requests City Council authorize a 15% construction contingency of \$269,079 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$2,062,939.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVE RELATED BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The existing asphalt on several streets needs to be repaired. These current deteriorating pavement warrant the creation of this Project for the City's road maintenance and rehabilitation. Approving the contract with George Reed will allow the construction of the project and the resurfacing of the damaged pavement.

FISCAL IMPACT:

The proposed construction contract with George Reed is for the base bid of \$1,448,557 and alternative bid of \$345,303 for a total amount of \$1,793,860. A 15% construction contingency of \$269,079 is requested, for a total cost not to exceed \$2,062,939.

Funding for this project was included in the FY 22/23 budget; however, sufficient funds were not allocated. Therefore, staff requests City Council approve a budget amendment transferring \$1,657,939 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

Decrease Street Repair Reserves

1010-251-03-00		\$1,657,939
----------------	--	-------------

Increase Transfer Out

1010-9900-990-9010		\$1,657,939
--------------------	--	-------------

Increase Transfer In

3310-9900-393-0000	PS 22-45	\$1,657,939
--------------------	----------	-------------

Increase Appropriation

3310-8000-420-1200	PS 22-45	\$1,657,939
--------------------	----------	-------------

ATTACHMENTS:

- A. Resolution Awarding Construction Contract with George Reed, Inc. for CIP PS 22-45 Fiscal Year 2022/23 Road Maintenance and Rehabilitation Project and Approving Related Budget Amendment
- B. Construction Contract with George Reed, Inc. for CIP PS 22-45 Fiscal Year 2022/23 Road Maintenance and Rehabilitation Project
- C. Project Location Map


CITY MANAGER'S REPORT

PAGE 4

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVE RELATED BUDGET AMENDMENT

APPROVALS:



Angel Abarca
Assistant Engineer

8-2-2022
Date



Ken Reed
Senior Construction Manager

8.3.22
Date



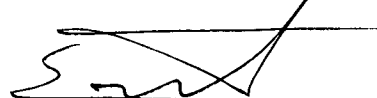
Cari James
Director of Finance

8/4/2022
Date



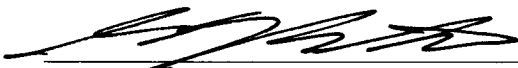
Michael King
Assistant City Manager

8-2-2022
Date



Salvador Navarrete
City Attorney

8-3-2022
Date



Stephen J. Salvatore
City Manager

8.4.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING CONSTRUCTION CONTRACT WITH GEORGE REED, INC. FOR CIP PS 22-45 FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, on June 13, 2022, City Council created Capital Improvement Project (CIP) PS 22-45 for Fiscal Year (FY) 2022/23 Road Maintenance and Rehabilitation (Project) to repair, rehabilitate, and maintain deteriorated pavement citywide; and

WHEREAS, the Project consists of grinding off existing asphalt concrete, overlaying Hot Mix Asphalt, applying Type II microsurfacing, and refreshing thermoplastic striping at the following locations:

Base Bid:

- Stonebridge Ln from Harlan Rd to Slate St
- J St from Harlan Rd to 5th St
- Thomsen Rd from Harlan Rd to 5th St

Alternative Bid:

Prairie Dunes Dr from Pine Valley Dr to Silver Creek Dr

WHEREAS, staff prepared the plans and specifications that were advertised for bid on July 7, 2022; and

WHEREAS, a total of five (5) bids were received and opened by City Clerk on July 28, 2022; and

WHEREAS, based on review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be George Reed, Inc. (George Reed) with a base bid amount of \$1,448,557 and alternative bid of \$345,303 for a total construction cost of \$1,793,860; and

WHEREAS, staff is requesting City Council award a construction contract to George Reed for the construction of CIP PS 22-45 FY 2022/23 Road Maintenance and Rehabilitation Project in the amount of \$1,793,860; and

WHEREAS, staff also requests City Council authorize a 15% construction contingency of \$269,079 for a total cost not to exceed \$2,062,939; and

WHEREAS, funding for this project was included in the FY 22/23 budget; however, sufficient funds were not allocated. Therefore, staff requests City Council approve a budget amendment transferring \$1,657,939 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$1,657,939
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$1,657,939
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 22-45	\$1,657,939
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 22-45	\$1,657,939

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to George Reed, Inc. for the construction of CIP PS 22-45 FY 2022/23 Road Maintenance and Rehabilitation Project in the total amount of \$1,793,860; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% construction contingency of \$269,079 for a total cost not to exceed \$2,062,939 and authorizes staff to spend up to this amount as necessary to accomplish the goals of the project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment transferring \$1,657,939 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 8th day of August 2022, 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

SECTION 00500

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

CONTRACT

CONTRACT

**FISCAL YEAR 2022/23 ROAD MAINTENANCE AND REHABILITATION PROJECT,
CIP PS 22-45**

This Contract, dated **August 8, 2022**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of **California** (City), and **George Reed, Inc.** (Contractor), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **Fiscal Year 2022-23 Road Maintenance and Rehabilitation, CIP PS 22-45** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to: furnishing all labor, materials, tools, equipment, transportation, and services necessary to perform the lowering and adjusting to grade of utility boxes, grind off of existing asphalt concrete, roadway excavation placement of aggregate base, construction of Hot Mix Asphalt overlay, application of Type II microsurfacing, and removal and installation of thermoplastic traffic striping and markings and reflective pavement markers, including preparatory work of layout, alignment, cat tracking, and cleanup; and performing all appurtenant work in place and ready for use, all as shown in the Contract Plans and Specifications.

The work shall be **completed within 35 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for work actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$ 1,448,557

Bid Alternative: \$ 345,303

Bid Total: **\$1,793,860 (One Million Seven Hundred Ninety-Three Thousand Eight Hundred Sixty Dollars and Zero Cents)**

SECTION 00500

**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45**

CONTRACT

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers' compensation certification, and guaranty) and the Bid Documents submitted by George Reed, Inc. on July 28, 2022. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.
4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 4 of the Contract Specifications on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

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8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) **Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor.** If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

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Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Construction and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.

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**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
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- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

- 10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
- 11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;

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- (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.

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14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209)941-7363
FAX: (209) 941-7449
ATTN: Ken Reed, Senior Construction Manager

To Contractor: George Reed, Inc.
Mailing Address: 140 Empire Avenue, Modesto CA 95354
Phone: (209) 523-0734
Email: _____
ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.

SECTION 00500

**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45**

CONTRACT

- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.

SECTION 00500

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
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- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract

SECTION 00500

**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45**

CONTRACT

shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

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SECTION 00500

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:


By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By:  _____
Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____
Michael King, Assistant City Manager

APPROVED:

By: _____
Stephen J. Salvatore, City Manager

EXHIBIT A

SECTION 00300

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: FISCAL YEAR 2022-23 ROAD MAINTENANCE AND
REHABILITATION, CIP PS 22-45

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the total price of the Base Bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid, the Base Bid plus any combination of Bid Alternates, or none of the work.

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FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

BID PROPOSAL FORMS

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION

CIP PS 22-45

BASE BID SCHEDULE:

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	97,000.00	97,000.00
2	Traffic Control	1	LS	83,000.00	83,000.00
3	Lower and Raise Manhole Covers	76	EA	1,400.00	106,400.00
4	Lower and Raise Valve Covers	63	EA	1,200.00	75,600.00
5	Lower and Raise Monument Covers	32	EA	1,000.00	32,000.00
6	Remove Existing Thermoplastic Markings and Striping	1	LS	20,685.00	20,685.00
7	Grind Out Pavement to 0.2' Depth and Dispose	352,150	SF	0.35	123,252.00
8	Place HMA @ 0.2' Depth, Single Lift	6,250	TON	120.00	750,000.00
9	Type II Micro-surfacing w/ Black Rock	149,175	SF	0.34	50,719.50
10	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 22	12,585	LF	2.40	30,204.00
11	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 27B	1,550	LF	1.10	1,705.00
12	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 38	300	LF	1.50	450.00
13	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39	27,270	LF	1.10	29,997.00
14	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39A	5,880	LF	0.80	4,704.00
15	Thermoplastic Striping - 6" White Line Hatching	2,510	LF	2.00	5,020.00
16	Thermoplastic Striping - 12" White / Yellow Line	2,085	LF	4.00	8,340.00
17	Install Thermoplastic Ladder Crosswalk w/ 2' Rungs & 4' Spacing	640	LF	25.00	16,000.00
18	Thermoplastic Markings (STOP, YIELD, SCHOOL, XING, AHEAD)	47	EA	130.00	6,110.00
19	Thermoplastic Markings (BIKE SYMBOL, BIKE SHARROWS)	68	EA	90.00	6,120.00
20	Thermoplastic Making - Type III Arrow	6	EA	175.00	1,050.00
24	Install Blue RPM @ Fire Hydrant	20	EA	10.00	200.00

EA
123,252.00

TOTAL BASE BID: 1,448,557.00TOTAL BASE BID IN WORDS: one million four hundred forty eight
Thousand five hundred fifty seven
and no cents

00300-2

SECTION 00300

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

BID PROPOSAL FORMS

BID ALTERNATE 1: BIZZIBE ST. / WARFIELD DR.

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Traffic Control	1	LS	60,000.00	60,000.00
2	Lower and Raise Manhole Covers	15	EA	1,800.00	27,000.00
3	Lower and Raise Valve Covers	13	EA	1,700.00	22,000.00
4	Lower and Raise Monument Covers	10	EA	2,000.00	20,000.00
5	Remove Existing Thermoplastic Markings and Striping	1	LS	3,500.00	3,500.00
6	Grind Out Pavement to 0.2' Depth and Dispose	117,930	SF	0.40	47,172.00
7	Place HMA @ 0.2' Depth, Single Lift	1,750	TON	142.00	248,500.00
8	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 22	850	LF	2.40	2,040.00
9	Thermoplastic Striping - 12" White / Yellow Line	306	LF	4.00	1,224.00
10	Thermoplastic Markings (STOP)	17	EA	140.00	2,380.00
11	Install Blue RPM @ Fire Hydrant	7	EA	25.00	175.00

EB
22,100.00

TOTAL BID ALTERNATE 1: \$ 434,091.00

TOTAL BID ALTERNATE 1 IN WORDS: Four Hundred Thirty Four Thousand Ninety One Dollars and Zero Cents

BID ALTERNATE 2: SUZIE Q. LN. / ORLANDO LN. / EASY ST. / EASY CT. / HONEY PL. / ARIES PL. / EASY ST. / AZTEC LN. / MINGO WY.

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Traffic Control	1	LS	65,000.00	65,000.00
2	Lower and Raise Manhole Covers	18	EA	1,800.00	32,400.00
3	Lower and Raise Valve Covers	3	EA	1,700.00	5,100.00
4	Lower and Raise Monument Covers	7	EA	2,000.00	14,000.00
5	Grind Out Pavement to 0.2' Depth and Dispose	134,523	SF	0.55	73,987.65
6	Place HMA @ 0.2' Depth, Single Lift	2,000	TON	140.00	280,000.00
7	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 22	850	LF	2.40	2,040.00
8	Thermoplastic Striping - 12" White / Yellow Line	306	LF	4.00	1,224.00
9	Thermoplastic Markings (STOP)	17	EA	140.00	2,380.00
10	Install Blue RPM @ Fire Hydrant	6	EA	10.00	60.00

EB
73,987.65

00300-3

SECTION 00300

**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45**

BID PROPOSAL FORMS

TOTAL BID ALTERNATE 2: \$ 476,191.65

TOTAL BID ALTERNATE 2 IN WORDS: Four Hundred Seventy Six Thousand One Hundred and Ninety
One Dollars and Sixty Five Cents

BID ALTERNATE 3 – PRAIRIE DUNES DRIVE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Traffic Control	1	LS	60,000.00	60,000.00
2	Lower and Raise Manhole Covers	2	EA	1,900.00	3,800.00
3	Lower and Raise Valve Covers	3	EA	1,700.00	5,100.00
4	Lower and Raise Monument Covers	2	EA	2,000.00	4,000.00
5	Grind and Stockpile AC Pavement	269	CY	115.00	30,935.00
6	Excavate Road Bed	895	CY	60.00	53,700.00
7	Import / Place Stockpiled Pavement Grindings	269	CY	150.00	40,350.00
8	Place Aggregate Base	940	TONS	40.00	37,600.00
9	Place HMA @ 4" Depth / 2 Lifts	725	TONS	150.00	108,750.00
10	Thermoplastic Striping -Caltrans Std. Pln. A20, Detail 22	200	LF	2.40	480.00
11	Thermoplastic Striping -12" White Stop Bar	72	LF	4.00	288.00
12	Thermoplastic Markings (STOP)	2	EA	140.00	280.00
13	Install Blue RPM @ Fire Hydrant	2	EA	10.00	20.00

(EB)
53,700.00

TOTAL BID ALTERNATE 3: \$ 345,303.00

TOTAL BID ALTERNATE 3 IN WORDS: Three Hundred Forty Five Thousand Three Hundred and Three
Dollars and Zero Cents

SECTION 00300

**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45**

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

- (1) Bidder's name and address:

George Reed, Inc.

140 Empire Avenue

Modesto, CA 95354

- (2) Bidder's telephone number: (209) 523-0734

- (3) Bidder's fax number: (209) 523-4313

- (4) Bidder's Contractor's License (Class): A, B, C12, C21, C32

License No.: 211337

Expires: May 31, 2023

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: Adam Hanson Date of Inspection: 7/26/22

- (5) List 3 projects of a nature similar to this project:

	Project	Contract Price	Name, Address and Telephone Number of Owner
GRI Job No. 20-502	10-1J1604 Construction on State HWY 132 in Stanislaus County near Waterford	\$3,086,325.26	Caltrans DOT 1727 30th Street, Sacramento, CA 95816 (916) 227-6235
GRI Job No. 21-707	Scenic Drive Pavement Rehabilitation Phase 1	\$1,186,131.54	City of Modesto 1010 Tenth Street, Suite 4100, Modesto, CA 95354 (209) 577-5281
GRI Job No. 21-723	South River Road Rehab & Guardrail Replacement Project HSIPL-5922(155) County Work Order No. 4615/4616	\$3,818,211.77	County of Yolo 292 West Beamer Street, Woodland, CA 95695 (530) 666-8775

00300-5

SECTION 00300**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45****BID PROPOSAL FORMS****LIST OF SUBCONTRACTORS:**

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor / Address / Phone</u>
1.	Grinding	256390	2%	Anrak Corp., Sacramento, CA 916-383-5030
2.	Striping	374600	10.3%	Chrisp Company, Stockton, CA 209-948-2175
3.	Micro Surfacing	943792	3.4%	American Pavement Systems, Modesto, CA, 209-522-2277
4.	Tack	705296	1.4%	Pacific Northwest Oil, Stockton, CA, 209-463-4762
5.				
6.				

Note: Attach additional sheets if required.

SECTION 00300

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

BID PROPOSAL FORMS

ADDENDA

Bidder certifies he reviewed ARC Stockton's Plan Well for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

Respectfully submitted,

07/27/22

Dated

George Reed, Inc.

Legal Name of Firm



Signature of Authorized Representative

Ed Berlier, Vice President/General Manager
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

a California Corporation

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Margaret Reed - President

George Reed, Inc.

Ed Berlier, Vice President/General Manager

140 Empire Avenue

Rosie R. Martinez - Secretary/Treasurer

Modesto, CA 95354

Luke de Ga - Chief Financial Officer

00300-7

SECTION 00300

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

BID PROPOSAL FORMS

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE George Reed, Inc.as PRINCIPAL, and Western Surety Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ Ten percent of amount bid (10% of amt bid)

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **Fiscal Year 2022-23 ROAD MAINTENANCE AND REHABILITATION, CIP PS 22-45.**

NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 22nd day of July, 2022.

George Reed, Inc.

(Seal)

By: Ed Berlier (Seal)Ed Berlier, Vice President/G.M.
Address: 140 Empire AvenueModesto CA 95354

Western Surety Company

(Seal)

By: Doreen Green (Seal)Doreen Green, Attorney-in-Fact
Address: 910 Pleasant Grove Bl #120-347Roseville CA 95678

NOTE: Signatures of those executing for the surety must be properly acknowledged.

00300-8

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

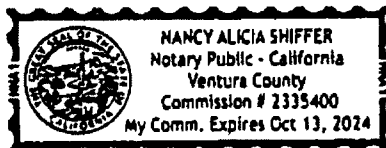
State of California)

County of Ventura)On July 22, 2022 before me, Nancy Alicia Shiffer, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Doreen Green
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature Nancy Alicia Shiffer
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: none**Capacity(ies) Claimed by Signer(s)**Signer's Name: Doreen Green☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: n/a☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Doreen Green, Individually

of Oxford, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 5th day of February, 2010.



WESTERN SURETY COMPANY

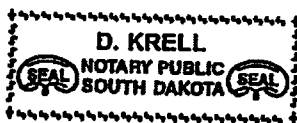
Paul T. Brufat
Paul T. Brufat, Senior Vice President

State of South Dakota } ss
County of Minnehaha }

On this 5th day of February, 2010, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



CERTIFICATE

D. Krell
D. Krell, Notary Public

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of July, 2022



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

SECTION 00300

FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF California)
) ss.
 COUNTY OF Stanislaus)

Ed Berlier, being first duly sworn, deposes and says that he or she is

Vice President/G.M. of George Reed, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Ed Berlier
 Signature of: President, Secretary,
 Manager, Project Manager or Representative
 Ed Berlier, Vice President/G.M.

The County of _____

State of _____

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20____, by

_____, proved to
 me on the basis of satisfactory evidence to be the
 person(s) who appeared before me.

See attached

Seal _____

Signature _____

00300-9

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

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 Stanislaus

Subscribed and sworn to (or affirmed) before me

on this 27 day of July, 2022,
 by Ed Berlier
Date Month Year

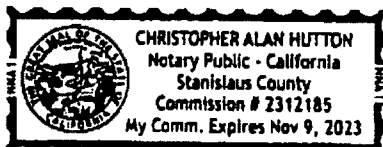
(1) Ed Berlier

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature _____

Signature of Notary Public
 Christopher Alan Hutton, Notary Public



Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

SECTION 00300

**FISCAL YEAR 2022-23 ROAD MAINTENANCE AND REHABILITATION
CIP PS 22-45**

BID PROPOSAL FORMS

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No XX

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

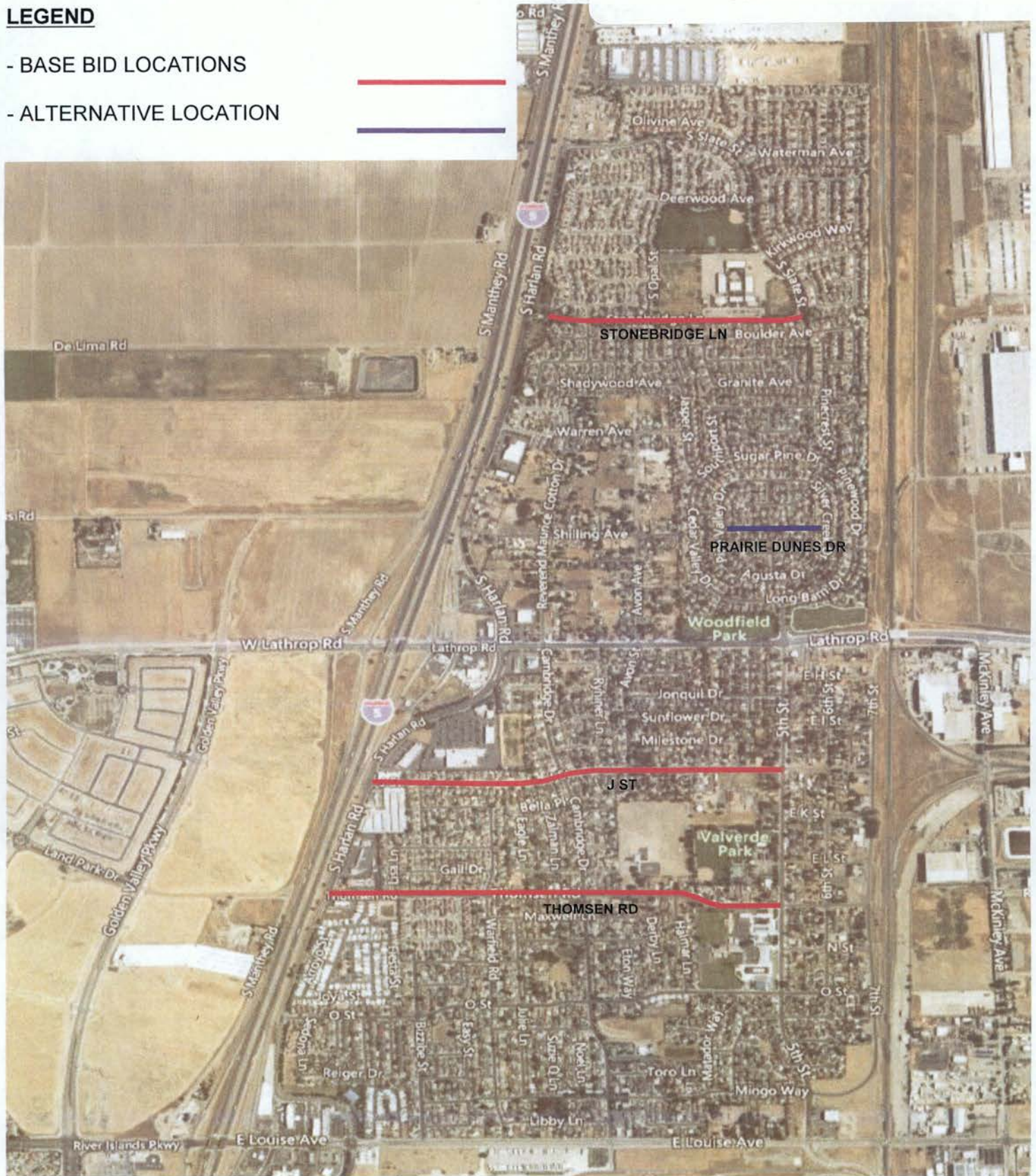
Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-10

LEGEND

- BASE BID LOCATIONS
- ALTERNATIVE LOCATION



FY 2022/23 ROAD MAINTENANCE & REHABILITATION PROJECT
CIP PS 22-45

PROJECT LOCATION MAP



N.T.S.

ITEM 4.15

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CAPITAL IMPROVEMENT PROJECT RW 23-02 FOR RECYCLED WATER OPERATIONS AND PERMITTING AND APPROVE AMENDMENT NO. 1 WITH WOODARD & CURRAN, INC. AND RELATED BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving the Creation of Capital Improvement Project RW 23-02 for Recycled Water Operations and Permitting and Approving Amendment No. 1 with Woodard & Curran and Related Budget Amendment**

SUMMARY:

The Lathrop Consolidated Treatment Facility (LCTF) produces recycled water used for agricultural and landscape irrigation and other approved non-potable uses including construction and street sweeping. The State Water Resource Control Board permits and regulates recycled water use within the City of Lathrop.

As the City develops and expands its recycled water system, professional consulting services are needed to meet the extensive reporting, testing and compliance requirements outlined in the State's permitting documents. In March 2022, the City began working with Woodard & Curran to update City documents for permit compliance and prepare an annual report.

Additional support services are required to update the Reclamation District (RD) 2062 Recycled Water User Agreement and other tasks needed to deliver recycled water to portions of the River Islands Development (RID) for urban use areas. Woodard & Curran has provided a proposal in the amount of \$50,170 to provide these support services, referred to as Phase 2.

Staff is requesting that City Council approve of the creation of Capital Improvement Project (CIP) RW 23-02, Recycled Water Operations and Permitting with an initial budget of \$80,000, and approve Amendment No. 1 with Woodard & Curran in the amount of \$50,170 for the Phase 2 support services. Sufficient funds were not included in fiscal year 2022-23 budget. Therefore, staff is requesting that Council approve a budget amendment allocating \$69,915 of the CTF Capital Replacement Fund 6110 for the proposed project. RID will be funding \$11,598 (\$10,085 plus the 15% Admin Fee).

Funding Source	Amount
Fund 6110 CTF Capital Replacement Fund	\$69,915
River Islands Development (Task 4 of Attachment B)	\$11,598
TOTAL	\$80,000

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**CREATE CIP RW 23-02 FOR RECYCLED WATER OPERATIONS AND PERMITTING, AND APPROVE CONTRACT AMENDMENT NO. 1 WITH WOODARD & CURRAN, INC. AND RELATED BUDGET AMENDMENT****BACKGROUND:**

Recycled water produced from the Lathrop Consolidated Treatment Facility (LCTF) is Permitted to be used for agricultural and landscape irrigation and other approved non-potable uses including construction and street sweeping under the LCTF Waste Discharge Requirements Order (WDRs) and the General Order for Recycled Water Use (General Order). With the surface water discharge anticipated to begin this fall, the City has been working with Woodard & Curran and Robertson-Bryan, Inc. (RBI) to rescind the WDRs and migrate all regulatory permitting for recycled water use under the General Order. Beginning in March 2022, the City began working with Woodard & Curran under an agreement for Phase 1 support services in the amount of \$24,940 that are needed to update the City's recycled water program for permit compliance.

Additional support services are needed for Phase 2 tasks to update the Reclamation District 2062 Recycled Water User Agreement and other tasks needed to transition regulatory permitting to the General Order for Recycled Use and begin delivery of recycled water to River Islands urban use areas.

REASON FOR RECOMMENDATION:

The Recycled Water Operations and Permitting project is needed to update the City's recycled water program due to changes in regulatory permitting and to streamline and improve operations and efficiencies with program administration.

FISCAL IMPACT:

Staff is requesting that City Council approve the creation of Capital Improvement Project RW 23-02 Recycled Water Operations and Permitting. Project funds were not included in the adopted Fiscal Year 22/23 Budget; therefore, staff is requesting that Council approve a budget amendment allocating \$69,915 of the CTF Capital Replacement Fund 6110 for the proposed project. RID will funding \$11,598 (\$10,085 plus the 15% Admin Fee).

Increase Revenue		
2710-8000-372-01-00		\$11,598.00
Increase Transfer Out		
2710-9900-990-9010		\$11,598.00
6110-9900-990-9010		\$69,915.00
Increase Transfer In		
6091-9900-393-0000	RW 23-02	\$80,000.00
Increase Appropriation		
6091-8000-420-01-00	RW 23-02	\$80,000.00

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

CREATE CIP RW 23-02 FOR RECYCLED WATER OPERATIONS AND PERMITTING, AND APPROVE CONTRACT AMENDMENT NO. 1 WITH WOODARD & CURRAN, INC. AND RELATED BUDGET AMENDMENT

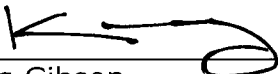
ATTACHMENTS:

- A. Resolution Approving the Creation of Capital Improvement Project (CIP) RW 23-02 for Recycled Water Operations and Permitting, and Approving Contract Amendment No. 1 with Woodard & Curran and Approving Related Budget Amendment.
- B. Contract Amendment No. 1 with Woodard & Curran to Provide Recycled Water Program Support Services – Phase 2, CIP RW 23-02

CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
CREATE CIP RW 23-02 FOR RECYCLED WATER OPERATIONS AND
PERMITTING, AND APPROVE CONTRACT AMENDMENT NO. 1 WITH
WOODARD & CURRAN, INC. AND RELATED BUDGET AMENDMENT

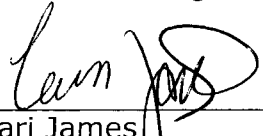
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APPROVALS:

 FOR

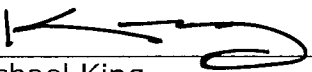
Greg Gibson
Senior Civil Engineer

7.27.2022
Date



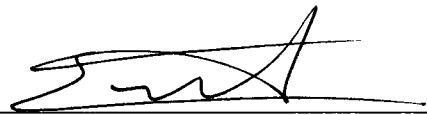
Cari James
Finance Director

8/1/2022
Date




Michael King
Assistant City Manager

7.27.2022
Date



Salvador Navarrete
City Attorney

7.28.2022
Date



Stephen J. Salvatore
City Manager

8.2.22
Date

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CREATION OF CAPITAL IMPROVEMENT PROJECT (CIP) RW 23-02 FOR RECYCLED WATER OPERATIONS AND PERMITTING, AND APPROVING CONTRACT AMENDMENT NO. 1 WITH WOODARD & CURRAN AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, the Recycled Water Operations and Permitting project is needed to update the City's recycled water program due to changes in regulatory permitting and to streamline and improve recycled water operations and administration; and

WHEREAS, beginning in March 2022, the City has been working with Woodard & Curran under an agreement for Phase 1 support services in the amount of \$24,940 that are needed to update its recycled water program to meet regulatory permit compliance; and

WHEREAS, additional support services are needed for Phase 2 tasks to update the Reclamation District (RD) 2062 Recycled Water User Agreement and other tasks needed to transition regulatory permitting to the General Order for Recycled Use and begin delivery of recycled water to River Islands Development urban use areas; and

WHEREAS, Woodard & Curran has provided a proposal in the amount of \$50,100 to provide these Phase 2 support services and a funding authorization request has been approved by River Islands Development in the amount of \$11,598 (\$10,085 plus 15% Admin Fee) for services needed to update the RD 2062 Recycled Water User Agreement; and

WHEREAS, staff is requesting that City Council adopt a resolution to approve the creation of Capital Improvement Project RW 23-02 Recycled Water Operations and Permitting with an initial budget of \$80,000; and

WHEREAS, staff is also requesting Council approve Contract Amendment No.1 with Woodard & Curran in the amount of \$50,170 to provide professional engineering and recycled water support services for the City's recycled water program; and

WHEREAS, Project funds were not included in the adopted Fiscal Year 22/23 Budget; therefore, staff is requesting that Council approve a budget amendment allocating \$80,000 of the CTF Capital Replacement Fund 6110 to CIP RW 23-02.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of Capital Improvement Project RW 23-02 Recycled Water Operations and Permitting and approves Contract Amendment No. 1 with Woodard & Curran in the amount of \$50,170 to provide professional engineering consulting services needed to support this project; and

BE IT FURTHER RESOLVED, the City Council of the City of Lathrop hereby approves the budget amendment to the following accounts:

Increase Revenue		
2710-8000-372-01-00		\$11,598.00

Increase Transfer Out		
2710-9900-990-9010		\$11,598.00
6110-9900-990-9010		\$69,915.00

Increase Transfer In		
6091-9900-393-0000	RW 23-02	\$80,000.00

Increase Appropriation		
6091-8000-420-01-00	RW 23-02	\$80,000.00

The foregoing resolution was passed and adopted this 8th day of August 2021, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

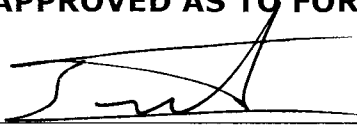
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

AMENDMENT NO. 1

**TO THE PROFESSIONAL ENGINEERING CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND WOODARD & CURRAN, INC.
DATED MARCH 9, 2022**

**TO CONTINUE PHASE 2 RECYCLED WATER PROGRAM SUPPORT SERVICES –
CIP RW 23-02**

THIS AMENDMENT (hereinafter “AMENDMENT NO. 1”) to the agreement between Woodard & Curran Inc., and the City of Lathrop dated March 9, 2022, (hereinafter “AGREEMENT”) dated for convenience this **8th day of August 2022**, is by and between **Woodard & Curran Inc.**, (“CONSULTANT”) and the **City of Lathrop**, a California municipal corporation (“CITY”);

RECITALS:

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

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

WHEREAS, on March 8, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide Recycled Water Program Support Services, in the amount not to exceed \$24,940; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit “A” for Amendment No. 1 to continue Recycled Water Program Support Services, in the amount not to exceed \$50,170; 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:

AMENDMENT NO. 1 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT is hereby amended to add the following:

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 represents it is prepared to and can diligently perform these services in accordance with the upmost standards of its profession and to CITY’S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

**CITY OF LATHROP – WOODARD & CURRAN
AMENDMENT NO. 1 TO CONTINUE PHASE 2 RECYCLED WATER PROGRAM SUPPORT SERVICES
– CIP RW 23-02**

(2) Compensation. Section (2) of the AGREEMENT for Consulting Services is hereby amended as follows:

City hereby agrees to pay CONSULTANT an additional cost of **\$50,170** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1, with a total sum not to exceed of \$75,110 (\$24,940 for the original AGREEMENT and \$50,170 for AMENDMENT NO. 1). CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 of the original AGREEMENT. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in the original scope of work and this AMENDMENT unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 1 is **August 8, 2022**, and it shall terminate no later than **June 30, 2023**. AMENDMENT NO. 1 hereby extends the term of the original AGREEMENT to June 30, 2023. 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 March 9, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

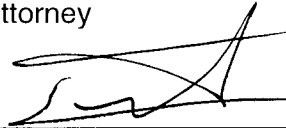
(5) Signatures

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 – WOODARD & CURRAN
AMENDMENT NO. 1 TO CONTINUE PHASE 2 RECYCLED WATER PROGRAM SUPPORT SERVICES
– CIP RW 23-02**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7.28.2022

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

Consultant:

Woodard & Curran
2175 N. California Blvd, Ste 315
Walnut Creek, CA 94596

Federal ID # 01-0363222
Lathrop Business License # 20849

Signature

Date

David L. Richardson, Vice President

Via Electronic Mail

July 7, 2022



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

Re: Proposal to Provide Recycled Water Program Support Services – Phase 2

Dear Michael:

As the City of Lathrop continues to develop and expand its recycled water system, additional recycled water program support is needed. Woodard & Curran continues to provide recycled water permit support (see Phase 1 scope of work previously provided and under contract).

In Phase 2, Woodard & Curran will assist the City with updating the recycled water program documents for consistency with City operations and efficiencies to be identified during the staff workshop. In addition, the City has met with River Islands to discuss changes in the implementation of the recycled water program, including specific changes to allow the use of drip irrigation systems during the day and the use of recycled water on vegetated slopes for irrigation. In addition, it is anticipated that RD 2062 will be a named Distributor and enforcing agency for the use areas served by its Non-Potable Water System. As such, the agreement between the City and RD 2062 will need to be updated to reflect the Producer-Distributor-User relationship.

Woodard & Curran is happy to provide continued service to the City to support permitting and has prepared the following scope.

SCOPE OF SERVICES – Phase 2

Task 1-3 were part of Phase 1 Permit Compliance, currently under contract. Phase 2 will add funds to the existing contract to continue program support.

TASK 4: RD 2062 Agreement Support

Provide technical assistance to the City to update the recycled water service agreement. Update recycled water program administration documents as needed to allow drip irrigation during the day and irrigation of slopes that maintain compliance with the RWGO.

This includes evaluation of the RD2062 User Agreement to best execute recycled water site approval and permit compliance as development continues going forward.

Assumptions: Limited to the level of effort listed in the fee estimate. RD2062 will maintain their own use area records and City GIS would only denote the connection points from the City's system to RD2062's system. City will negotiate contract terms with RD2062.



TASK 5: Recycled Water Program Updates

Based on scoping task and City workshop, program updates will be further refined. The City anticipates moving all recycled water distribution and use under the General Order coverage in calendar year 2022 and eliminating agricultural reuse (returning disposal lands to developers). Program document updates will be in alignment with this.

1. Host workshop to review the process and identify areas of improvement to ensure future compliance as landscape irrigation areas are constructed and brought online.
2. Update Users Guide and program forms
3. Update Operations Plan as needed and develop additional City SOPs or Operations Plan sections to support RW program administration, maintenance, and operation.
4. Identify simple flow chart of activities for City to bring system online and ensure permit compliance

Assumptions: Minor edits to the existing documents are anticipated at this time (no new documents) and are limited to the level of effort listed in the fee estimate. Consultant will provide updated electronic documents for documents developed by Consultant and redline of document developed by City (eg. City Standards). Limited to the level of effort listed in the fee estimate.

TASK 6: Training Updates

Technical support to provide online site supervisor training. Task includes minor updates the site supervisor training PowerPoint slide deck and recording the training for posting online. A simple "quiz" will be developed via Google Form or similar.

Task also includes technical support to update truck fill guidelines and procedures and development of short training presentation.

Assumptions: "Videos" will be recorded presentations of power point slide decks, no in-field video. Limited to the level of effort listed in the fee estimate.

TASK 7: Recycled Water Master Plan (RWMP) As-Needed Support

Provide minor technical support and GIS mapping updates to RWMP consultant if/as-needed based on direction from City staff. Work will not proceed under this task until requested.

TASK 8: Phase 2 Project Management

Monthly invoicing and progress reporting for 6 months. Up to two meetings with City staff.

Recycled Water Permit Support (Not Included)

Coordination with the Regional Board to update the NOI to move all recycled water distribution and use to the General Order is anticipated under existing project 0012120.00 executed in September 2021. This is anticipated to include a letter to the Regional Board identifying the use of the surface water outfall and requesting an update to the NOA.

The City has also identified the need for consultant support in the future recission of the WDR, including the development of a Facility Closure Plan and a Groundwater Evaluation. The scope



of work is not yet developed as ongoing coordination is taking place with the Regional Board to determine the final work product submittals they will require.

BUDGET AND SCHEDULE

The estimated level of effort for Phase 2 of the scope is not to exceed \$50,170 as presented in the attached fee estimate. If you have any questions about our proposal or would like additional information, please call me at (926) 627-4138.

Sincerely,

WOODARD & CURRAN, INC.

A handwritten signature in cursive script that reads "David L. Richardson".

David L. Richardson, P.E.
Principal in Charge, Vice President
Attachment: Fee Estimate



City of Lathrop
Recycled Water Program Support Services - Phase 2

Tasks	Labor				Total Hours	Total Labor Costs (1)	ODCs		Total Fee
	Dave Rishardson	Sarah Rhodes	George Valenzuela	Graphics/ Admin. Support Team			ODCs	Total ODCs (3)	
	PIC	PM	PE						
	\$330	\$315	\$205	\$120					
Task 4: RD 2062 Agreement Support									
GIS Support		1	4		5	\$1,135		\$0	\$1,135
Technical Support		6	12		18	\$4,350		\$0	\$4,350
Minor Coordination with RI	2	6	10		18	\$4,600		\$0	\$4,600
Subtotal Task 1:	2	13	26	0	41	\$10,085	\$0	\$0	\$10,085
Task 5: RW Program Document Updates									
General Coordination on Needs	2	6	6		14	\$3,780		\$0	\$3,780
City Standards Updates		2			2	\$630		\$0	\$630
Operations Plan Updates		8	12		20	\$4,980		\$0	\$4,980
Recycled Water User Guide Updates		8	12		20	\$4,980		\$0	\$4,980
Use Area Inspection Form Updates		2			2	\$630		\$0	\$630
Monitoring Log Updates		2			2	\$630		\$0	\$630
RW Fact Sheet Updates		2			2	\$630		\$0	\$630
Subtotal Task 2:	2	30	30	0	62	\$16,260	\$0	\$0	\$16,260
Task 6: Training Updates									
Hard-piped Training updates		4	6	4	14	\$2,970		\$0	\$2,970
Truck Fill Program Updates		8	10	4	22	\$5,050		\$0	\$5,050
Subtotal Task 3:	0	12	16	8	36	\$8,020	\$0	\$0	\$8,020
Task 7: RWMP As-Needed Support									
Technical support		8	20		28	\$6,620		\$0	\$6,620
Subtotal Task 4:	0	8	20	0	28	\$6,620	\$0	\$0	\$6,620
Task 8: Phase 2 Project Management									
Monthly PM		6	6	6	18	\$3,840		\$0	\$3,840
Meetings with City Staff	4	8	6		18	\$5,070	\$250	\$275	\$5,345
Subtotal Task 5:	4	14	12	6	36	\$8,910	\$250	\$275	\$9,185
TOTAL	8	77	104	14	203	\$49,895	\$250	\$275	\$50,170

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.



Public Works Department

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7340 - fax (209) 941-7248
www.ci.lathrop.ca.us

July 14, 2022

River Islands Development, LLC
Ramon Batista - sent via email at; rbatista@riverislands.com

RE: Funding Authorization for the Recycled Water Service for the RD 2062 Non-Potable Water System

PROJECT:

Attached, please find a copy of the Woodard & Curran, scope of work & proposal for Support Services (Task 4)

AMOUNT:

Amount not to exceed \$10,085 plus 15% Administrative Fee (\$1,513). River Islands Development, LLC would fund the total amount of \$11,598. Any additional funds would be approved with prior written consent to do so.

CONSULTANT(S):

Woodard & Curran

AUTHORIZATION:

As a representative of River Islands Development, LLC the above referenced project has been reviewed and approved for \$11,598. Payment will be rendered through one of the following methods.

(Please check one) *The Notice to Proceed will not be issued until payment has been received.*

☐ Check ☒ Developer Account ☐ Wire Transfer (Account information to be provided separately)

River Islands Development, LLC

A handwritten signature in black ink, appearing to read "Susan Dell'Osso", is written over a horizontal line.

Susan Dell'Osso,

7/21/2022
Date

RETURN TO: Sandra Lewis by email to: slewis@ci.lathrop.ca.us

Office use only

Payment Code: CDPR - CD Project Payments
Invoice Number: 2022-58

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**CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**

ITEM: **ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE FOR THE BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS, CIP PK 22-40**

RECOMMENDATION: **Adopt Resolution Accepting Public Improvements Constructed by Westside Landscape & Concrete, Inc. for the Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds**

SUMMARY:

Westside Landscape & Concrete, Inc. (Westside Landscape) has completed the construction of the Capital Improvement Project (CIP) PK 22-40 Banta School Joint Use Community Park Improvements Cricket Pitch. Staff has inspected the improvements and has deemed these improvements complete and in accordance with the approved plans and specifications.

Westside Landscape has submitted lien releases confirming all sub-contractors and suppliers have been paid in full, and a one-year warranty bond for the improvements to be accepted.

Staff requests City Council accept the improvements constructed by Westside Landscape for the Banta School Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Westside Landscape for \$2,747.70 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On March 14, 2022, City Council approved a Joint Use Agreement and related Easement Agreement between with Banta Unified School District. This Joint Use Agreement provides community access to the 16 acres of Community Park space (Banta School Joint Use Community Park) during non-school hours, including weekdays, weekends, and days when school is not in session. On April 11, 2022, City Council approved the creation of Banta School Joint Use Community Park Improvements, CIP PK 22-40 and awarded a construction contract to Westside Landscape for the installation of the Cricket Pitch.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**ACCEPT BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS FOR CRICKET PITCH, CIP PK 22-40 CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE**

As part of the Banta Joint Use Agreement, the City has provided the following upgrades:

- To design and install a 15' x 100' cricket pitch within the joint use area. The pitch will be concrete based and covered with an all-weather synthetic surface. The pitch will be located in a manner to provide minimal impact to the ability to provide multiple playing fields at the Banta School Joint Use Community Park.

Construction costs are as follows:

A. Construction Contract	\$ 56,754
B. Credit for Aggregate Base Rock	\$ - 1,800
	<hr/>
Total Construction Costs	\$ 54,954

Upon acceptance of the improvements, the performance bond (Bond No. GRCA55587, \$56,754) and payment bond (Bond No. GRCA55587, \$56,754) will be released and replaced with a one-year warranty bond (GRCA55587, \$54,954). The one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance due to any defective materials or workmanship in connection with the completed improvements. Westside Landscape has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Westside Landscape for the Banta School Joint Use Community Park Improvements Cricket Pitch. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Westside for \$2,747.70 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds. Staff requests that unused funds be transferred back into the Culture and Leisure Fees (2260).

REASON FOR RECOMMENDATION:

Westside Landscape has completed the project pursuant to the contract documents dated May 11, 2022. Staff has inspected the improvements and deemed them complete and in accordance with City standards and approved plans and specifications.

The performance bond (Bond No. GRCA55587, \$56,754) and payment bond (Bond No. GRCA55587, \$56,754) will be released and replaced with a one-year warranty bond (Bond No. GRCA55587, \$54,954) upon City Council's acceptance of the improvements.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**ACCEPT BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS FOR CRICKET PITCH, CIP PK 22-40 CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE**

The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements. Westside Landscape has also provided the necessary lien releases for the materials supplied and completed work.

FISCAL IMPACT:

The final construction contract amount with Westside Landscape for CIP PK 22-40 is for \$54,954. Adequate funds have been allocated in the FY 2022/23 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Culture and Leisure Fees (2260).

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Westside Landscape & Concrete, Inc. for the Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Banta Joint Use Community Park Improvements Cricket Pitch (CIP) PK 22-40

CITY MANAGER'S REPORT

PAGE 4

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ACCEPT BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS FOR CRICKET PITCH, CIP PK 22-40 CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE

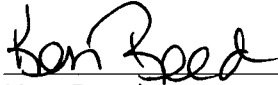
APPROVALS:



Carlos Carrillo
Management Analyst II

7/25/2022

Date



Ken Reed
Senior Construction Manager

7.25.2022

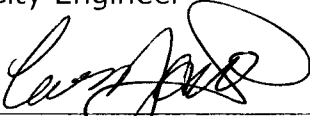
Date



Brad Taylor
City Engineer

7/28/2022

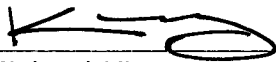
Date



Cari James
Finance Director

7/29/2022

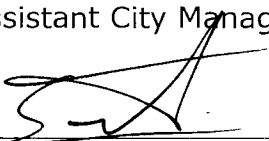
Date



Michael King
Assistant City Manager

7.28.2022

Date



Salvador Navarrete
City Attorney

7.26.2022

Date



Stephen J. Salvatore
City Manager

8.2.22

Date

RESOLUTION NO. 22 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY WESTSIDE LANDSCAPE & CONCRETE, INC. FOR THE BANTA JOINT USE COMMUNITY PARK IMPROVEMENTS CRICKET PITCH, CIP PK 22-40, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on March 14, 2022, City Council approved a Joint Use Agreement and related Easement Agreement between with Banta Unified School District; and

WHEREAS, this Joint Use Agreement provides community access to the 16 acres of Community Park space (Banta School Joint Use Community Park) during non-school hours, including weekdays, weekends, and days when school is not in session; and

WHEREAS, on April 11, 2022, City Council approved the creation of Banta School Joint Use Community Park Improvements, Capital Improvement Project (CIP) PK 22-40 and awarded a construction contract to Westside Landscape and Concrete Inc. (Westside Landscape) for the construction of Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40 (Project) in the amount of \$56,754 plus a 10% construction contingency of \$5,746 was authorized for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work included the construction of a 15' x 100' cricket pitch within the joint use area. The pitch will be concrete based and covered with an all-weather synthetic surface; and

WHEREAS, Westside Landscape successfully completed the applicable Project work at a cost of \$54,954; and

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

WHEREAS, Westside Landscape has provided the necessary lien releases for the materials supplied and completed work and a one-year warranty bond (based on 10% of total Project cost) for the improvements being accepted; and

WHEREAS, the performance bond (Bond No. GRCA55587, \$56,754) and payment bond (Bond No. GRCA55587, \$56,754) are proposed to be released and replaced with a one-year warranty bond (GRCA55587, \$54,954) upon City Council's acceptance of the improvements; and

WHEREAS, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, staff requests City Council accept the public improvements constructed by Westside Landscape for the Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40; and

WHEREAS, adequate funds have been allocated in the FY 2022/23 budget to close out the project. With the completion of this project, staff requests that unused funds be transferred back into the Culture and Leisure Fees (2260); and

WHEREAS, staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Benton, in the amount of \$2,747.70, within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the public improvements constructed by Westside Landscape and Concrete Inc. for the Banta Joint Use Community Park Improvements Cricket Pitch, CIP PK 22-40 pursuant to the contract documents dated March 22, 2022; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Westside Landscape and Concrete Inc., in the amount of \$2747.70, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds.

The foregoing resolution was passed and adopted this 8th day of August 2022, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

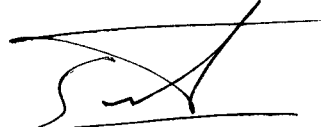
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO:

CITY OF LATHROP
 ATTN: CITY CLERK
 390 TOWNE CENTRE DRIVE
 LATHROP, CA 95330
Exempt from payment of recording fees (GC 11922)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

NAME	STREET AND NO.	CITY	STATE
<u>City of Lathrop</u>	<u>390 Towne Centre Drive</u>	<u>Lathrop</u>	<u>CA 95330</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:
Westside Landscape and Concrete Inc.
4. That on the 8th day of August 2022 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: Westside Landscape and Concrete Inc.
6. That the name and address of the transferor is:

NAME	STREET AND NO.	CITY	STATE
<u>Westside Landscape and Concrete Inc.</u>	<u>27107 State Highway 33</u>	<u>Newman</u>	<u>CA 95360</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:
Project No. CIP PK 22-40 Banta Joint Use Community Park Improvements Cricket Pitch – 18001 Commercial St., Lathrop, CA 95330

CITY OF LATHROP

By: _____
 Stephen J. Salvatore, City Manager Date

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

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 **August 8, 2022** by **Westside Landscape and Concrete 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 **August 8, 2022**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

Stephen J. Salvatore, City Manager

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ITEM 5.1

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER FIRST READING AND INTRODUCTION OF AN ORDINANCE AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"**

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

- 1. Hold a Public Hearing; and**
- 2. First Reading and Introduction of an Ordinance Amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by adding new Chapter 9.24 Titled "Property and Evidence"**

SUMMARY:

On June 29, 2022, the City of Lathrop Police Department took over law enforcement services from the San Joaquin County Sheriff's Office for the City of Lathrop. Under the direction of the Lathrop Chief of Police, the Property and Evidence Unit is responsible for the possession and storage of personal property and the Property and Evidence Unit has identified the need to establish local authority for disposition of personal property that goes unclaimed ("Unclaimed Personal Property").

California Civil Code Section 2080 et. seq. provide authority to municipalities to adopt local ordinances relating to the disposition of Unclaimed Personal Property, by either destruction, sale via public auction, donation or retention. The proposed draft ordinance sets forth local authority and guidelines to be codified in the Lathrop Municipal Code.

BACKGROUND:

The Lathrop Police Department Property and Evidence Unit is responsible for the documentation and retention of personal property in the possession of the Police Department. Personal property is categorized by being either Safekeeping, Found, and/or Evidence.

Safekeeping personal property are items that have a known owner with no evidentiary value. Found personal property are items that do not have an immediately known owner and no evidentiary value. Evidence is considered items gathered pursuant to a potential criminal investigation. California Civil Code Section 2080 et. seq. allows for the disposition of Safekeeping and Found Personal property after the expiration of the time frame required by law to hold such property, when said property goes unclaimed by its owner.

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING**PUBLIC HEARING NOTICE TO AMEND TITLE 9 "PUBLIC PEACE AND WELFARE" BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"**

California State Laws that provide the authority for municipalities to create local ordinances in regards to Unclaimed Personal Property are described below:

- California Civil Code Section 2080 et. seq. allows for the adoption of local ordinances relating to the disposition of Safekeeping personal property after 60 days and Found personal property after 90 days, including allowing the jurisdiction under charge of the personal property to destroy, auction, or retain after the holding period expires.
- California Welfare and Institutions Code 217 allows for the adoption of local ordinances relating to the donation of personal property that goes unclaimed, such as toys and bicycles, to any charitable or non-profit organizations whose goal is to prevent juvenile delinquency.
- California Penal Code Section 34005 allows for the adoption of local ordinances relating to the disposition of firearms within a local jurisdictions custody and those firearms subject to destruction may be destroyed, auctioned, or used for agency purposes. This program allows the department to retain firearms that would otherwise be destroyed, for the training of officers and K9 officers.

Staff recommends Council consider adoption of the proposed draft ordinance in order to provide the City of Lathrop Police Department with the local authority and guidelines to dispose of unclaimed personal property.

REASON FOR RECOMMENDATION:

Proper evidence storage and management is an essential component of law enforcement activities. The proposed draft ordinance shall allow the Police Department to dispose of and donate unclaimed personal property to continue to provide efficient and timely services to the community.

FISCAL IMPACT:

There is no fiscal impact to the City of Lathrop, only staff time to prepare the report.

ATTACHMENTS:

- A. Ordinance Approving Amendment to Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Adding New Chapter 9.24 Titled "Property and Evidence"

CITY MANAGER'S REPORT

PAGE 3

AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

PUBLIC HEARING NOTICE TO AMEND TITLE 9 "PUBLIC PEACE AND WELFARE" BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"

APPROVALS:



Raymond Bechler
Chief of Police

8/1/22
Date



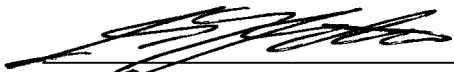
Cari James
Finance Director

8/1/2022
Date



Salvador Navarrete
City Attorney

8-1-2022
Date



Stephen J. Salvatore
City Manager

8.2.22
Date

ORDINANCE NO. 22 -

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 9 "PUBLIC PEACE AND WELFARE" OF THE LATHROP MUNICIPAL CODE BY ADDING NEW CHAPTER 9.24 TITLED "PROPERTY AND EVIDENCE"

WHEREAS, on June 29, 2022, the City of Lathrop Police Department took over law enforcement services from the San Joaquin County Sheriff's Office for the City of Lathrop; and

WHEREAS, the Lathrop Police Department Property and Evidence Unit (hereinafter "Property and Evidence Unit") is responsible for the possession and storage of personal property; and

WHEREAS, the types of personal property in the possession of the Property and Evidence Unit are identified by the following personal property categories: Safekeeping, Found, and Evidence; and

WHEREAS, Personal Property for Safekeeping is personal property that has a known owner and no evidentiary value, Found personal property does not have an immediately known owner and no evidentiary value, and Evidence is personal property gathered pursuant to a potential criminal investigation; and

WHEREAS, the Property and Evidence Unit has identified the need to codify local authority for the disposition of personal property that goes unclaimed; and

WHEREAS, California Civil Code Section 2080 et. seq. allows for the adoption of local ordinances relating to the disposition of Safekeeping personal property after 60 days and Found personal property after 90 days, including allowing the jurisdiction under charge of the personal property to destroy, auction, or retain after the holding period expires; and

WHEREAS, California Welfare and Institutions Code 217 allows for the adoption of local ordinances relating to the donation of personal property that goes unclaimed, such as toys and bicycles, to any charitable or non-profit organizations whose goal is to prevent juvenile delinquency; and

WHEREAS, California Penal Code Section 34005 allows for the adoption of local ordinances relating to the disposition of firearms within a local jurisdictions custody and subject to destruction, may be destroyed, auctioned, or used for agency purposes; and

WHEREAS, the adoption of this Ordinance would provide the City of Lathrop Police Department with the local authority and guidelines to dispose of personal property that goes unclaimed items; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law; and

WHEREAS, the City Council has duly considered all written evidence and oral testimony presented during this August 8, 2022 public hearing.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve the Lathrop Municipal Code amendments incorporated herein and does ordain as follows:

Section 1.

Title 9 of the Lathrop Municipal Code titled "Public Peace and Welfare" is hereby amended by adding new Chapter 9.24 titled "Property and Evidence" to read in its entirety as follows:

CHAPTER 9.24 PROPERTY AND EVIDENCE

9.24.010 Definitions.

Except where the context otherwise requires, the definitions given in this section govern the construction of this Chapter.

"Found Personal Property" may represent any money, goods, things which can be considered as personal property, which is located by an individual that may lack the legal rights and obligations of ownership of such item, and relinquishes said item to the Police Department.

"Personal Property", may represent money, goods, or things and is generally any object that can be moved, touched, or felt.

"Safekeeping Personal Property" means the act or process of safely preserving personal property temporarily while such property is in the custody and control of the Police Department.

"Unclaimed Personal Property", means personal property that is in the possession and/or custody of the City of Lathrop Police Department, or left in its possession and/or custody or turned over to it by a person who found or saved the same, that does not belong to the City of Lathrop, which has not been claimed by the property owner within the specified time as set forth in California Civil Code Section 2080, et. seq. and City of Lathrop Municipal Code Section 9.24.040, except:

A. Property subject to confiscation by law enforcement under the laws of the City of Lathrop, State of California, or of the United States.

B. Vehicles, the storage, sale or other disposition of which is governed by the provisions of California Vehicle Code.

9.24.020 General Provisions.

A. The Chief of Police shall make provisions for receiving and storage of Personal Property delivered to them or coming into their possession as herein provided and consistent with this Chapter and the laws of the State of California.

B. When applicable, a receipt shall be issued to any person(s) delivering or relinquishing Personal Property into the possession of the Police Department.

9.24.030 Holding of Property.

A. Every item of Personal Property in the possession of the Police Department shall be held by the Police Department for no less than the time frame as specified herein:

1. Personal Property obtained by the Police Department from a person(s) for temporary safekeeping shall be held for a period of sixty (60) days.
2. Personal property determined to be Found and has no known owner shall be held for a period of ninety (90) days.

B. Each item of Personal Property in the possession of the Police Department shall be entered into a record to be kept by the Police Department. Record of the Personal Property shall include, but is not limited to, the following information:

1. A detailed description of the Personal Property;
2. Name(s) of the person(s) from whom the Personal Property was seized or received;
3. Name(s) of any claimant(s) thereto;
4. Date and time of possession;
5. Final disposition thereof.

C. Any Personal Property coming into the possession of the Chief of Police which they determine to be dangerous or perishable may be disposed of immediately, without notice, in such a manner as they determine to be in the public interest.

9.24.030 Restitution of Property.

A. The Police Department shall restore any such Personal Property in its possession to the person(s) submitting proof of legal ownership or right of possession which is satisfactory to the Chief of Police, and upon payment of all reasonably necessary

costs incurred in the care and protection thereof, and any cost of publication as may be necessary pursuant to section 9.24.040(A).

B. If legal ownership or right of possession cannot be determined to the satisfaction of the Chief of Police, they may refuse to restore such Personal Property to anyone until ordered to do so by a court of law.

C. Where any such Personal Property may be needed or required as Evidence in any criminal proceeding, the Chief of Police shall delay the restoration of such Personal Property to its legal owner until the conclusion of such proceedings.

D. If the legal owner is a person prohibited by law from possessing such Personal Property, restitution shall not be made.

9.24.040 Return of Lost Property.

A. When lost Personal Property is found and is relinquished to the Police Department in accordance with the provisions of Section 2080 et. seq. of the California Civil Code or otherwise, it shall be considered Found Personal Property and if no owner appears or proves legal ownership of such Personal Property within ninety (90) days thereafter, the Police Department shall, if the Personal Property is of a value of Two Hundred Fifty and no/100ths (\$250.00) Dollars or more, cause to be published at least once (1) in a newspaper of general circulation, notice of the Found Personal Property.

1. If after seven (7) days following the first (1st) publication of the notice, no legal owner appears and proves ownership, title to the Found Personal Property shall be vested in the finder if such person has complied with the requirements of California Civil Code Section 2080 et. seq. governing the duties and obligations of a finder, and on payment of all reasonably necessary costs incurred in the care and protection thereof, including cost of publication.

B. When lost Personal Property is found and is relinquished to the Police Department in accordance with the provisions of Section 2080 et. seq. of the California Civil Code or otherwise, it shall be considered Found Personal Property and if no owner appears or proves legal ownership of such Personal Property within ninety (90) days thereafter and such Personal Property is of a value of Two Hundred Forty-Nine and 99/100ths (\$249.99) Dollars or less, a publication of notice is not required and title shall vest in the finder if such person has complied with the requirements of California Civil Code Section 2080 et. seq. governing the duties and obligations of a finder, and on payment of all reasonably necessary costs incurred in the care and protection thereof.

C. Title to the Personal Property may not be vested in the finder if such person was an employee of the City at the time such Personal Property was found and if the Personal Property was found in the course of employment.

D. Title to the Personal Property may not be vested in the finder if such person prohibited by law from possessing such Personal Property.

9.24.050 Disposition of Unclaimed Property.

A. All U.S. currency so received by the Chief of Police as Personal Property and neither delivered, restored, claimed or otherwise as specified in this Chapter, to any legal owner or finder, upon expiration of the time frame to hold such Personal Property as specified in section 9.24.030(A), shall thereafter be deemed Unclaimed Personal Property and deposited into the City General Fund.

B. Any Personal Property not governed by statute, after being held pursuant to the provisions of section 9.24.030(A) shall be deemed Unclaimed Personal Property and the Police Department may cause such property to be auctioned, destroyed, or maintained for use by the City in accordance with the provisions of this Chapter and California Civil Code section 2080 et. seq.

C. Notwithstanding any of the foregoing, any toys and bicycles, or both, in the possession of the Police Department which have been deemed Unclaimed Personal Property may, at the discretion of the City Manager upon recommendation by the Chief of Police, be repaired and donated to any charitable or non-profit organization which is authorized under its articles of incorporation to participate in a program or activity designed to prevent juvenile delinquency, and which is exempt from income taxation under Federal or State Law, or both, for use in any program or activity designed to prevent juvenile delinquency, in accordance with California Welfare and Institutions Code section 217.

9.24.050 Transfer of Unclaimed Property for Public Auction.

All Unclaimed Personal Property in the possession of the Police Department that is not disposed of in accordance with other provisions of the Chapter shall be transferred after expiration of at least the minimum applicable holding period, to an auction company, except as follows:

1. Unclaimed Personal Property having no monetary value shall be destroyed unless it can be disposed of in the public interest or utilized pursuant to the provisions of this Chapter.
2. Unclaimed Personal Property of a type of kind for which a permit of license to sell the same is required by Federal or State Law shall be destroyed unless it can be disposed of in the public interest or utilized pursuant to the provisions of this Chapter.
3. Unclaimed Personal Property determined by the Purchasing Division to be needed for use by the City or other public use shall be retained.

9.24.060 Sale of Unclaimed Property at Public Auction

A. Before offering any Unclaimed Personal Property for sale, an auction company or the Police Department shall publish at least once (1) in a newspaper of general

circulation a notice of intention to sell such Personal Property at public auction to the highest bidder, at a specific time and place.

B. All sales of Unclaimed Personal Property, whether by an auction company or the Police Department, shall be held not less than five (5) business days after publication of the notice of intention to sell in a newspaper of general circulation.

C. All Unclaimed Personal Property offered for sale at public auction shall be sold to the highest bidder.

1. Where the particular Personal Property offered for sale is one which certain persons are prohibited by law from possessing, using, or consuming, such persons shall not be permitted to participate in the bidding on such items.

2. In no circumstance shall any Personal Property be sold or disposed of until the necessity for the use thereof as Evidence has ceased.

9.24.070 Unsaleable and Unusable Unclaimed Property

Any Unclaimed Personal Property advertised and offered for sale but not sold and not suitable for appropriation to the use if the City shall be deemed to be of no value and shall be disposed of pursuant to the provisions of this Chapter.

9.24.080 Disposition of Proceeds from Public Auction of Unclaimed Property

Proceeds received from the sale of Unclaimed Personal Property shall be delivered to the Director of Finance for deposit into the City General Fund.

9.24.090 Disposition of Unclaimed Firearms

Any pistol, revolver, firearm, weapon or destructive device which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, as may be defined in Federal Law, 18 U.S.C. 921(a)(3), coming into the possession of the Police Department, shall be disposed of in such a manner that the Chief of Police may determine to be in the public interest in accordance with the provisions of California Penal Code section 34000 et. seq.

Section 2.

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

Section 3. Severability.

If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a

decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date.

This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication.

Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 8th day of August 2022, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on the ____ day of _____ 2022, by the following vote, 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 5.2

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

**ITEM: APPOINTMENT OF VOTING DELEGATE/ALTERNATE
FOR 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL
CONFERENCE**

**RECOMMENDATION: Approve Appointment of the City's Voting Delegate
and Alternate for the 2022 League of California
Cities Annual Conference, September 7-9, 2022**

BACKGROUND:

Each year, the League of California Cities (League) holds an Annual Conference and business meeting to decide League policy for the upcoming year. This year, the Conference will be held at the Long Beach Convention Center in Long Beach, California, September 7-9, 2022.

League membership considers and takes action on resolutions that establish League policy. In order for cities to vote at the Annual Business Meeting, a City Council must designate a voting delegate. Each city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

In order for the City to participate as a voting member during the Annual Business Meeting, the City Council must discuss and formally appoint one voting delegate and an alternate as the City's official representatives. Voting Delegates must be registered to attend the Annual Conference and must stay until conclusion of voting.

Councilmembers Diallo and Akinjo have both registered for this year's Annual Conference, and the City Council may request one of them to volunteer to participate as the City of Lathrop voting delegate and alternate. Due to work schedules and other regional meeting commitments, other Councilmembers were not available to participate in this year's Annual Conference. Therefore, staff is requesting that the City Council discuss and formally approve a voting delegate and alternate to participate in the 2022 League Annual Conference as the City's voting delegate and alternate.

The general resolutions to be voted on during the conference were expected to be distributed to city officials and posted on the League website site by Monday, August 1, 2022. However, the League did not receive any resolutions by the deadline. However, a petitioned resolution can still be submitted during the annual conference and would need to be considered and voted on during the business meeting.

Additional information regarding the 2022 Conference schedule can be found on the League website <https://www.calcities.org/detail-pages/event/2022/09/07/default-calendar/annual-conference-and-expo>

**CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2022 LEAGUE ANNUAL CONFERENCE**

PAGE 2

REASON FOR RECOMMENDATION:

Resolutions approved by the General Assembly during the conference become League policy. Therefore, by participating, the City remains informed and participates in the policy decision-making process for the League of California Cities.

FISCAL IMPACT:

Sufficient funds are available in the City Council Training & Travel expense account for FY 2022-23. Typically, funds are set aside for one to two Councilmembers to attend this event in person at an estimate cost of \$1,500, per person.

This trip is subject to reimbursements and allowance set in the new Travel Policy adopted by Resolution No. 22-5112, unless amended by Council action.


ATTACHMENTS:

- A. 2022 Voting Delegate Packet

**CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL MEETING
VOTING DELEGATE FOR 2022 LEAGUE ANNUAL CONFERENCE**

PAGE 3

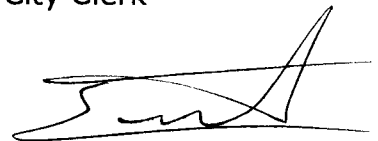
APPROVALS:



Teresa Vargas
Government Services Director
City Clerk

8/2/22

Date



Salvador Navarrete
City Attorney

8.3.2022

Date



Stephen J. Salvatore
City Manager

8.4.22

Date



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' event and meeting policy in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the Cal Cities website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



LEAGUE OF
**CALIFORNIA
CITIES**

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



LEAGUE OF
CALIFORNIA
CITIES

CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email: _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254

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ITEM 5.3

CITY MANAGER'S REPORT AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING

ITEM: **REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS AT BROOKHURST BLVD AND GOLDEN SPIKE TRAIL**

RECOMMENDATION: **Council to Consider Options for Roundabout Improvements at Brookhurst Blvd and Golden Spike Trail**

SUMMARY:

On December 13, 2021, City Council requested staff to evaluate improvements at the Towne Centre Drive / McKee Boulevard and Brookhurst Boulevard / Golden Spike Trail roundabouts located near the Mossdale Elementary School. On January 10, 2022, staff presented multiple improvement options for which Council elected the installation of splitter islands with the future consideration of Rectangular Rapid Flashing Beacons (RRFBs).

On May 16, 2022, City Council created Capital Improvement Project (CIP) PS 22-41 Mossdale Roundabouts Improvements (Project) and awarded a construction contract to FBD Vanguard Construction, Inc. (FBD Vanguard) for improvements to both roundabouts.

The Project consisted of constructing new splitter islands, installing new curb ramps, resurfacing both roundabout intersections, restriping all crosswalks and enhancing existing signage. The Project included the restriction of some on-street parking in order to construct improvements and increase the visibility of pedestrians at the Brookhurst Boulevard and Golden Spike Trail roundabout.

The following alternative design options are being presented to Council for review and consideration of improvements to Brookhurst Boulevard and Golden Spike Trail roundabout:

Option 1 – Reduce Central Island

(Approximate Cost \$400,000+ CIP PS 22-41 Original Cost)

- Reduce central island
- Construct splitter islands and apron
- Extend curb, gutter, and landscape
- Install new crosswalks and ADA ramps
- Reduce pedestrian crossing distance
- Allow on-street parking

Option 2 – Proceed with Original Design

(within CIP PS 22-41 Contract Cost)

- Central island to remain
- Construct splitter islands and apron
- Extend curb returns
- Setback crosswalks from the roundabout
- Restrict on-street parking near crosswalks

Option 3 – Install Delineators

(Approximate Cost \$10,000)

- Central island to remain
- Restripe splitter islands and rotary path
- Install delineators
- Crosswalk locations to remain
- Allow on-street parking adjacent to crosswalks

Option 4 – Convert to All-Way Stop Intersection

(Approximate Cost \$1,500,000)

- Remove central island
- Reconstruct curb, gutter, and sidewalk at all corners
- Regrade Intersection
- Remove and replace underground utilities
- Install new crosswalks and ADA ramps
- Allow on-street parking

Staff recommends that Council considers Option 1 as it provides enhanced pedestrian safety and allows for a modern roundabout design while maintaining existing on-street parking.

If Options 1 or 4 are selected, staff will revise construction documents, and return to Council for approval of related budget amendment. Option 2 includes no fiscal impact. Funds for Option 3 will be transferred from CIP PS 22-16 Traffic Calming Measures.

BACKGROUND:

On December 13, 2021, City Council requested staff to evaluate improvements at Towne Centre Drive / McKee Boulevard and Brookhurst Boulevard / Golden Spike Trail roundabouts located near the Mossdale Elementary School. On January 10, 2022, staff presented multiple improvement options for which Council elected the installation of splitter islands with the future consideration of Rectangular Rapid Flashing Beacons (RRFBs).

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- Allow on-street parking

Option 2 – Proceed with Original Design

(within CIP PS 22-41 Contract Cost)

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- Extend curb returns
- Setback crosswalks from the roundabout
- Restrict on-street parking near crosswalks

Option 3 – Install Delineators

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- Restripe splitter islands and rotary path
- Install delineators
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- Regrade Intersection
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CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS

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REASON FOR RECOMMENDATION:

Currently, CIP PS 22-41 is under construction with improvements being installed at Towne Centre Drive and McKee Boulevard. Staff is requesting that Council review and consider the design options presented above so that FBD Vanguard can construct improvements at Brookhurst Boulevard and Golden Spike Trail roundabout.

Staff recommends that Council consider Option 1 as it provides enhanced pedestrian safety and allows for a modern roundabout design while maintaining existing on-street parking.

FISCAL IMPACT:

The initial construction contract with FBD Vanguard is for \$971,442 plus a 10% construction contingency in the amount of \$97,144 for a total cost not to exceed \$1,068,600.

Staff estimates the approximate construction costs below for the four options presented to Council:

Option 1 – Reduce Central Island	CIP PS 22-41 Contract +\$400,000
Option 2 – Proceed with Original Design	CIP PS 22-41 Contract
Option 3 – Install Delineators	\$10,000
Option 4 – Convert to All-Way Stop Intersection	CIP PS 22-41 Contract + \$1.5M

If Options 1 or 4 are selected, staff will revise construction documents, and return to Council for approval of related budget amendment. Option 2 includes no fiscal impact. Funds for Option 3 will be transferred from CIP PS 22-16 Traffic Calming Measures.

ATTACHMENTS:

- A. Exhibit Option 1 – Reduce Central Island
- B. Exhibit Option 2 – Proceed with Original Design
- C. Exhibit Option 3 – Install Delineators
- D. Exhibit Option 4 – Convert to All Way Stop Intersection

CITY MANAGER'S REPORT
AUGUST 8, 2022 CITY COUNCIL REGULAR MEETING
REVIEW AND CONSIDER OPTIONS FOR ROUNDABOUT IMPROVEMENTS

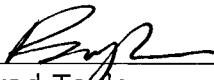
PAGE 5

APPROVALS:



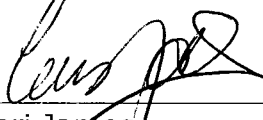
Angel Abarca
Assistant Engineer

7/28/2022
Date



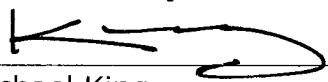
Brad Taylor
City Engineer

8/1/2022
Date



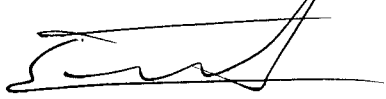
Cari James
Finance Director

8/1/2022
Date




Michael King
Assistant City Manager

7-28-2022
Date



Salvador Navarrete
City Attorney

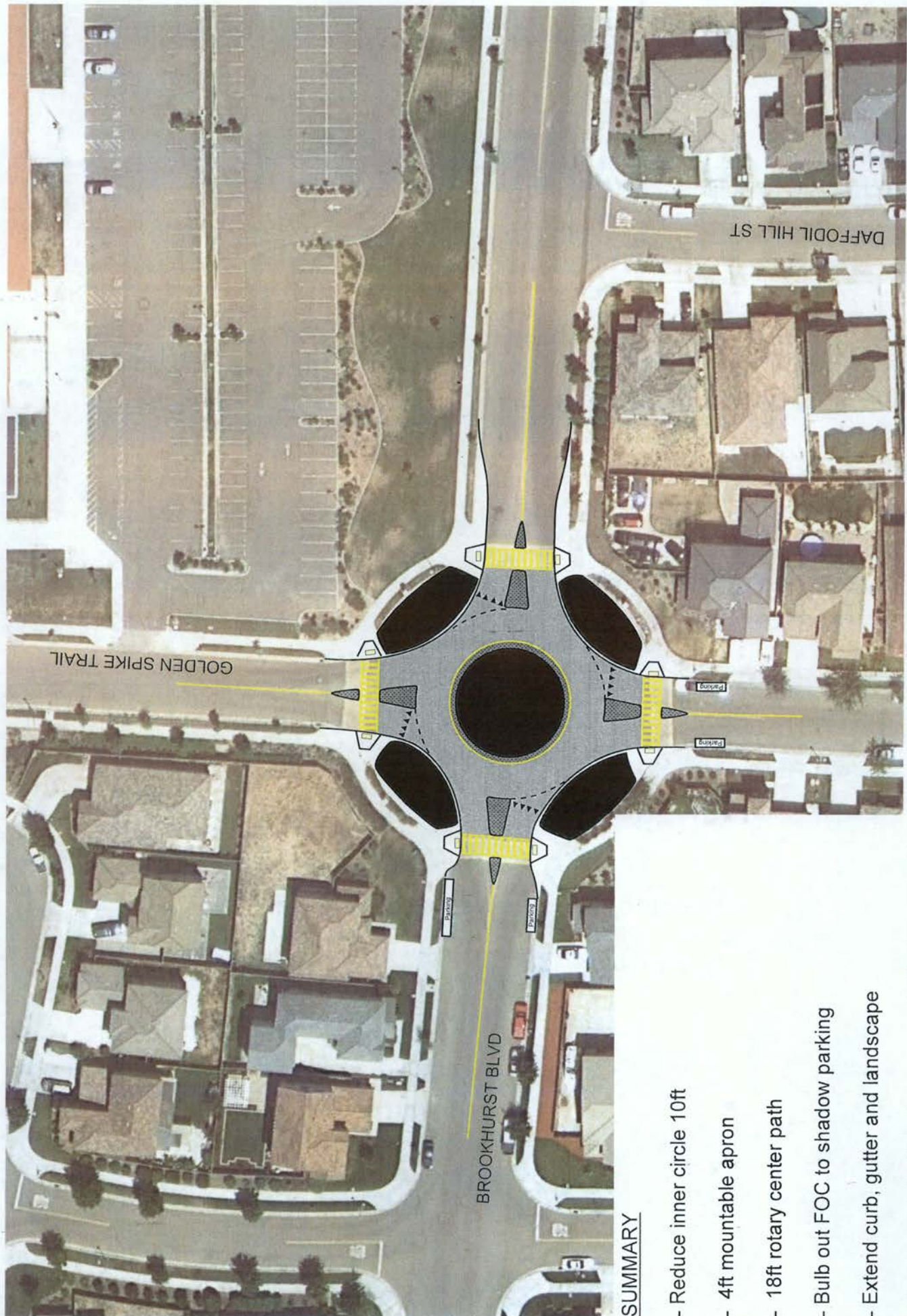
7-28-2022
Date



Stephen J. Salvatore
City Manager

8.1.22
Date

ALTERNATIVE 1 - REDUCE CENTRAL ISLAND



SUMMARY

- Reduce inner circle 10ft
- 4ft mountable apron
- 18ft rotary center path
- Bulb out FOC to shadow parking
- Extend curb, gutter and landscape
- Reconstruct ADA curb ramps and offset crosswalks

CONCEPTUAL LAYOUT



CA MUTCD SIGN REFERENCE



NOTES FOR CONTRACTOR:

1. CONTRACTOR TO VERIFY ALL DIMENSIONS AND LOCATIONS;
2. ALL STRIPING TO FOLLOW CALTRANS STANDARD DETAILS
3. ALL SIGNS TO COMPLY WITH MUTCD STANDARDS
4. NEW YELLOW CONTINENTAL CROSSWALKS WITH 24" RUNGS AND 36" GAPS IN BETWEEN. RUNGS TO AVOID VEHICLE WHEEL PATH.

MOSSDALE ROUNDABOUTS IMPROVEMENTS
CIP PS 22-41

SIGNING & STRIPING

GOLDEN SPIKE TRAIL/BROOKHURST BLVD

REVISIONS		
NO.	BY	DATE



DEPARTMENT OF PUBLIC WORKS
LATHROP, CALIFORNIA

SHEET NO.
11

OF
11

DRAWN BY:	A.A.			
CHECKED BY:	B.T.			
PROJ. MGR.:	K.R.			
DATE:	APRIL 2022			
SCALE:	1" = 20'			
FILE NO.:	CIP PS 22-41			

ALTERNATIVE 3 - INSTALL DELINEATORS



SUMMARY

- 18ft rotary center path
- 16ft approach / departure
- Extend front splitters
- Install zebra delineators



NTS

ALTERNATIVE 4 - CONVERT TO ALL WAY STOP INTERSECTION



SUMMARY

- Remove roundabout (central island)
- Tighten all corners radii
- Extend curb, gutter, sidewalk and landscape
- Reconstruct ADA curb ramps and crosswalks

CONCEPTUAL LAYOUT



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