

August 14, 2023 – 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
Paul Akinjo, Vice Mayor
Minnie Diallo
Diane Lazard
Jennifer Torres-O'Callaghan

City Staff

Stephen Salvatore, City Manager
Salvador Navarrete, City Attorney
Michael King, Assistant City Manager
Thomas Hedegard, Deputy City Manager
Teresa Vargas, Government Services
Director / City Clerk
Brad Taylor, City Engineer
Tony Fernandes, Information Systems Director
Cari James, Finance Director
Juliana Burns, Human Resources Director
Rick Caguiat, Community Development
Director
Todd Sebastian, Parks, Recreation &
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 14, 2023 – Regular Meeting Agenda – 7:00 p.m.



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IMPORTANT NOTICE REGARDING THIS MEETING

This public meeting will be conducted in person; all members of the City Council will attend in person. Members of the public are welcomed in person. This meeting will also be available for public participation by teleconference via ZoomGov at the following link:

<https://www.zoomgov.com/j/1606101039?pwd=RndQa3ILOVU3TTdWcGNKVG5LVjd0QT09>

- ✦ 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: 160 610 1039 / Passcode: 776727
- ✦ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at [website cco@ci.lathrop.ca.us](mailto: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 14, 2023
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

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

1. PRELIMINARY

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

2. PRESENTATIONS

- 2.1 PRESENTATION OF ARTWORK DONATION FROM JIM, SANDY AND VANESSA GATTO TO THE CITY OF LATHROP FOR THE JOYCE GATTO ART GALLEY AT CITY HALL
- 2.2 PROCLAMATION DECLARING AUGUST AS NATIONAL BREASTFEEDING AWARENESS MONTH
- 2.3 INTRODUCTION OF NEW EMPLOYEES

Finance Department

- Christopher Hathcox, Customer Services Representative

Police Department

- Chantal Ezell, Police Officer
- Vatche Tatarian, Police Officer
- Ranjit Dosanjh, Community Services Supervisor
- Tracie Shea, Lieutenant

Public Works Department

- Dominic Maraspini, Maintenance Services Supervisor

2.4 POLICE DEPARTMENT PRESENTATION REGARDING PRIORITY ONE CALL TYPES AND UPDATED RESPONSE TIMES

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 Special Meeting of June 13, 2023 and Special Meeting of June 14, 2023

4.3 SECOND READING AND ADOPTION OF ORDINANCE 23-447 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM TO PROVIDE ELECTRIC SERVICES IN THE CITY OF LATHROP
Waive Full Reading and Adopt Ordinance 23-447 Implementing a Community Choice Aggregation Program to Provide Electric Services in the City Of Lathrop

- 4.4 COMPLETE ANNUAL PERFORMANCE REVIEW PROCESS FOR CITY MANAGER AND CITY ATTORNEY
Adopt Resolution Approving Amendment No. 4 to the City Manager Employment Agreement, Amendment No. 3 to the City Attorney Employment Agreement
- 4.5 DECLARE CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND AUTHORIZE THEIR DISPOSAL
Adopt Resolution Declaring Certain Vehicles and Equipment Surplus Property and Authorizing Their Disposal
- 4.6 APPROVE PURCHASES OF A DUMP TRUCK & VARIOUS HEAVY CONSTRUCTION EQUIPMENT
Adopt Resolution Approving the Purchases of a Dump Truck & Various Heavy Construction Equipment
- 4.7 APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2022-23
Adopt Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2022-23
- 4.8 APPROVE 2023 FACILITY FEE WAIVER REQUEST FOR THE LATHROP LIONS CLUB
Adopt Resolution Approving a Facility Fee Waiver Request from the Lathrop Lions Club for the Use of a Valverde Park Shelter on October 21, 2023 to Host a Breast Cancer Walk
- 4.9 APPROVE ADDITIONAL INDUSTRIAL SOLID WASTE LICENSE FOR FISCAL YEAR 2023-24
Adopt Resolution to Approve Annual Industrial Solid Waste License for Tony & Sons Trucking for Fiscal Year 2023-24
- 4.10 APPROVE AMENDMENT NO. 1 WITH MIG INC. TO UPDATE THE ADA SELF-EVALUATION AND TRANSITION PLAN
Adopt Resolution Approving Amendment No. 1 with MIG Inc. to Update the ADA Self- Evaluation and Transition Plan
- 4.11 APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 95 LOTS IN TRACT 4151 WITHIN THE MOSSDALE VILLAGE AREA
Adopt Resolution Approving Final Map for Tract 4151 within the Mossdale Village Area, Totaling 95 Single Family Lots and Subdivision Improvement Agreement with D.R. Horton BAY, Inc.

- 4.12 APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13 CORP YARD IMPROVEMENTS
Adopt Resolution Approving Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, CIP GG 21-13 Corp Yard Improvements
- 4.13 APPROVE PROFESSIONAL SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE LATHROP ANIMAL CENTER, CIP GG 23-11
Adopt Resolution Approving a Professional Services Agreement with LDA Partners, Inc., for Design and Construction Services for the Lathrop Animal Center, CIP GG 23-11
- 4.14 RATIFY AMENDMENT NO. 2 WITH CAROLLO ENGINEERS, INC. FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36
Adopt Resolution Ratifying Amendment No. 2 with Carollo Engineers, Inc., for Aquifer and Storage Recovery, CIP PW 22-36
- 4.15 RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON ENTERPRISE, INC., FOR THE PURCHASE OF TEN (10) AXON IN-CAR VIDEO SOLUTIONS AND PURCHASE OF EIGHT (8) ADDITIONAL OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT
Adopt Resolution to Ratify the City Manager's Action to Approve Agreements with Axon Enterprise, Inc., for the Purchase of Ten (10) Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training, and Purchase of Eight (8) Additional Officer Safety Plan 7 Bundles for the Police Department
- 4.16 ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT, AND RATIFY AN AGREEMENT WITH MAGELLAN BROADBAND FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE
Adopt Resolution to Accept Funding From Local Agency Technical Assistance Grant Award, Create CIP GG 24-24 for Broadband Infrastructure, Approve Budget Related Amendment, and Ratify an Agreement with Magellan Broadband for the Development of a Master Plan for Broadband Infrastructure
- 4.17 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR THE LATHROP AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP PS 21-06
Adopt Resolution Accepting Public Improvements Constructed by Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements, CIP PS 21-06, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- 4.18 AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., FOR CONSTRUCTION OF CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18 AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Award a Construction Contract to George Reed, Inc., for Construction of Class II Bikeway to Ace Station, CIP PS 22-18 and Approve Budget Amendment
- 4.19 AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTATIVE MAINTENANCE AND EMERGENCY ON-CALL GATE & FENCE REPAIR SERVICES WITH AND APPROVE BUDGET AMENDMENT
Adopt Resolution Awarding a Service Contract to All Steel Fence, Inc. for Fence and Gate Preventative Maintenance and Emergency On-Call Gate & Fence Repair Services and Approving Budget Amendment
- 4.20 CREATE CIP GG 24-25 CITY FACILITIES FENCING IMPROVEMENTS, AWARD A CONSTRUCTION CONTRACT TO ALL STEEL FENCE, INC., AND APPROVE BUDGET AMENDMENT
Adopt Resolution to Create CIP GG 24-25 City Facilities Fencing Improvements, Award Construction Contract to All Steel Fence, Inc., and Approve Budget Amendment

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

- 4.21 APPROVE THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN
Adopt Resolution Approving the Revised River Islands Phase Two Parks and Open Space Master Plan

CEQA STATUS: The Proposed Project Falls within the Scope of the Previously Certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027) for the River Islands at Lathrop Phase Two Project; Therefore, No Further Environmental Review Is Required In Accordance With The California Environmental Quality Act

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE USE OF AN AUTOMATED ENFORCEMENT SYSTEM IN THE CITY OF LATHROP PURSUANT TO SECTION 21455 OF THE CALIFORNIA VEHICLE CODE
City Council to Consider the Following:
 - 1. Hold a Public Hearing; and
 - 2. Public Hearing (Published Notice) to Consider the Use of an Automated Enforcement System in the City of Lathrop Pursuant to Section 21455 of the California Vehicle Code

- 5.2 ESTABLISH DROUGHT TOLERANT LANDSCAPING GRANT GUIDELINES
Council to Consider Adopting a Resolution to Establish Drought Tolerant Landscaping Grant Program Guidelines for Residential Properties in the City of Lathrop

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR DHALI WAL REFERRAL: Set Application Deadline for Appointment of One (1) Representative to the San Joaquin County Commission on Aging with Term Ending June 30, 2026, due to Unexpired Term Vacancy

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 (VACANCY)*
- *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/Torres-O'Callaghan)*
- *LAFCo (Diallo)*

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

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CITY OF LATHROP
CITY COUNCIL SPECIAL MEETING
TUESDAY, JUNE 13, 2023
5:30 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive, Lathrop, CA 95330

MINUTES

PLEASE NOTE: The City Council met on June 13, 2023 at 5:33 p.m., to discuss the Fiscal Years 2023-2024 and 2024-2025 Budgets, until their review and discussions concluded.

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:33 p.m.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Akinjo; and Councilmembers: Diallo, Lazard and Torres-O’Callaghan.

Absent: None

1.3 PLEDGE OF ALLEGIANCE – Councilmember Torres-O’Callaghan provided led the pledge of allegiance.

2. SCHEDULED ITEMS

2.1 FISCAL YEARS 2023-24 AND 2024-25 BIENNIAL BUDGET REVIEW AND APPROVAL

City Manager Stephen Salvatore provided an introduction to the item.

2.1.1 The City Council received presentations from each department and approved the following sections of the budget:

A. Overview

Finance Director Cari James provided a general overview of the proposed budgets for Fiscal Years 2023-24 and 2024-25. A question and answer period ensued throughout the presentations.

B. General Government

- 1. City Council
- 2. City Manager
- 3. Government Services / City Clerk

City Manager Stephen Salvatore and Government Services Director / City Clerk Teresa Vargas provided an overview of the City Council, City Manager, and Government Services / City Clerk sections of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- City Council Actions / Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentations. No amendments were noted to the City Council, City Manager, and Government Services / City Clerk sections of the budget.

4. Economic Development

Economic Development Administrator Shelley Burcham provided an overview of the Economic Development Division section of the budget. Information presented included:

- Staffing / Organizational Chart
- Division Overview and Main Functions
- Division Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25

A question and answer period ensured throughout the presentation. No amendments were noted to the Economic Development Division section of the budget.

5. City Attorney

City Attorney Salvador Navarrete provided an overview of the City Attorney section of the budget. Information presented included:

- Department Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentation. No amendments were noted to the City Attorney section of the budget.

Mayor Dhaliwal recessed the meeting at 7:08 p.m. Mayor Dhaliwal reconvened the meeting at 7:41 p.m.

6. Human Resources

Human Resources Director Juliana Burns provided an overview of the Human Resources section of the budget. Information presented included:

- Department(s) and assigned Divisions Overview and Main Functions
- Staffing / Organizational Chart
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentation. No amendments were noted to the Human Resources section of the budget.

7. Finance

Deputy Finance Director Thomas Hedegard provided an overview of the Finance Department section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentation. No amendments were noted to the Finance Department section of the budget.

8. Information Systems

Information Systems Director Tony Fernandes provided an overview of the Information Systems section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentations. No amendments were noted to the Information Systems section of the budget.

On a motion by Mayor Dhaliwal, second simultaneously by Councilmembers Lazard and Diallo, the City Council approved the General Government section of the budget, which included the City Council, City Manager, Government Services / City Clerk, Economic Development, City Attorney, Human Resources, Finance and Information Systems Departments and related Divisions.

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

- 3. ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:46 p.m. to June 14, 2023, at 5:30 p.m., for the purpose of continuing with Scheduled Item 2.1, commencing with Section C.



Teresa Vargas, MMC
Government Services Director
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).



**CITY OF LATHROP
 CITY COUNCIL SPECIAL MEETING
 WEDNESDAY, JUNE 14, 2023
 5:30 P.M.
 COUNCIL CHAMBER, CITY HALL
 390 Towne Centre Drive, Lathrop, CA 95330**

MINUTES

PLEASE NOTE: The City Council met on June 14, 2023, at 5:36 p.m., to continue discussions on Fiscal Years 2023-2024 and 2024-2025 Budgets, until their review and discussions concluded.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:36 p.m.
- 1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Akinjo; and Councilmembers: Diallo, Lazard and Torres-O’Callaghan.

Absent: None
- 1.3 PLEDGE OF ALLEGIANCE – Councilmember Diallo led the pledge of allegiance.

2. SCHEDULED ITEMS

2.1 FISCAL YEARS 2023-24 AND 2024-25 BIENNIAL BUDGET REVIEW AND APPROVAL

2.1.1 The City Council received presentations from the remaining departments and approved the following sections of the budget:

C. Building Safety and Inspections

Assistant City Manager Michael King provided an overview of the Building Safety and Inspections section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentations. No amendments were noted to the Building Safety and Inspections section of the budget.

D. Public Works

Assistant City Manager Michael King provided an overview of the Public Works section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentations. No amendments were noted to the Public Works section of the budget.

On a motion by Mayor Dhaliwal, second by Councilmembers Diallo, the City Council approved the Building Safety, Inspections, and Public Works sections of the budget.

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

E. Community Development

Community Development Director Rick Caguiat provided an overview of the Community Development section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentations. No amendments were noted to the Community Development section of the budget.

On a motion by Mayor Dhaliwal, second by Councilmembers Lazard, the City Council approved the Community Development section of the budget.

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

Mayor Dhaliwal recessed the meeting at 6:51 p.m. Mayor Dhaliwal reconvened the meeting at 7:23 p.m.

F. Public Safety

Police Chief Ray Bechler and Finance Director Cari James provided an overview of the Public Safety section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Department Statistics from June 29, 2022 to May 31, 2023
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensued throughout the presentations. The City Council held a discussion on the police department response times, public safety plans and partnerships with LMFD and MUSD. Christina Laughlin (zoom speaker) commented on the matter.

During the presentation Police Chief Ray Bechler noted that the following four (4) positions would be removed from the staffing requests for both Fiscal Years: two (2) sworn Police Officer positions, one (1) Forensic Analyst I/II, and one (1) Property and Evidence Technician. The City Council accepted the proposed changes, and amendments were noted to the Public Safety section of the budget.

On a motion by Mayor Dhaliwal, second by Councilmembers Torres-O'Callaghan, the City Council approved the Public Safety section of the budget as amended.

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

On a motion by Mayor Dhaliwal, second by Councilmembers Lazard, the City Council approved the Community Development section of the budget.

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

G. Parks, Recreation and Maintenance Services

Parks, Recreation and Maintenance Services Director Todd Sebastian provided an overview of the Parks, Recreation and Maintenance Services section of the budget. Information presented included:

- Staffing / Organizational Chart
- Department(s) and assigned Divisions Overview and Main Functions
- Department Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensued throughout the presentations. No amendments were noted to the Parks, Recreation and Maintenance Services section of the budget.

On a motion by Mayor Dhaliwal, second by Councilmembers Diallo, the City Council approved the Parks, Recreation and Maintenance Services sections of the budget.

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

H. Measure C

Finance Director Cari James and City Manager Stephen Salvatore provided an overview of the Measure C section of the budget. Information presented included:

- Description of the Measure C Budget
- Fund Overview and Main Functions
- Fund Accomplishments and Highlights for Fiscal Years 2021-22 and 2022-23
- Objectives for Fiscal Years 2023-24 and 2024-25
- Significant Budget Changes

A question and answer period ensured throughout the presentations. No amendments were noted to the Measure C section of the budget.

On a motion by Mayor Dhaliwal, second by Councilmembers Lazard, the City Council approved the Measure C section of the budget.

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

I. Developer Projects

City Engineer Brad Taylor provided an overview of the Developer Projects section of the budget. Information presented included:

- Developer Projects Overview and Main Functions of Land Development
- Residential, Industrial, and Commercial Project Highlights and Accomplishments for Fiscal Years 2021-22 and 2022-23

A question and answer period ensured throughout the presentations. No amendments were noted to the Developer Projects section of the budget.

On a motion by Mayor Dhaliwal, second by Councilmembers Lazard, the City Council approved the Developer Projects section of the budget.

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

2.1.2 Council to Consider the Following:

On a motion by Mayor Dhaliwal, second by Councilmembers Lazard, the City Council adopted **Resolution 23-5322** approving the biennial budget for fiscal years 2023-2024 and 2024-2025, the authorized positions by department as amended (in the Public Safety section of the budget), and the final gann limit for fiscal year beginning July 1, 2023, and ending June 30, 2024.

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

3. **ADJOURNMENT** - There being no further business, Mayor Dhaliwal adjourned the meeting at 9:16 p.m.



Teresa Vargas, MMC
Government Services Director
City Clerk

This meeting was called by a majority of the City Council per Government Code Section 54956.5. Members of the public interested in addressing the City Council during this Special Meeting may address the item(s), which have been described in the notice of this Special Meeting in accordance with Government Code Section 54954.3(a).

ITEM 4.3

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 23-447 OF THE CITY COUNCIL OF THE CITY OF LATHROP TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM TO PROVIDE ELECTRIC SERVICES IN THE CITY OF LATHROP**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 23-447 Implementing a Community Choice Aggregation Program to Provide Electric Services in the City Of Lathrop**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 23-447 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM TO PROVIDE ELECTRIC SERVICES IN THE CITY OF LATHROP

SUMMARY:

On July 10, 2023, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

8/8/23
Date

ORDINANCE NO. 23-447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO IMPLEMENT A COMMUNITY CHOICE AGGREGATION PROGRAM TO PROVIDE ELECTRIC SERVICES IN THE CITY OF LATHROP

WHEREAS, The City of Lathrop has an interest in achieving greater local involvement over the provision of electricity supply services, competitive electric rates, local control and investment, and environmental sustainability; and

WHEREAS, Assembly Bill 117 codified as Public Utilities Code Section 366.2 (the "Act"), authorizes any California city or county whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation (CCA); and

WHEREAS, The Act allows a CCA program to be carried out under a joint powers agreement entered into by entities that each have capacity to implement a CCA program individually. The joint powers agreement structure reduces the risks of implementing a CCA program by immunizing the financial assets of participants; and

WHEREAS, implementing a CCA program will likely provide multiple benefits to the residents, including lower electrical rates, local control and investment, and environmental sustainability; and

WHEREAS, concurrent with the introduction of this ordinance, the City Council considered a resolution approving the East Bay Community Energy Authority Joint Powers Agreement; and

WHEREAS, proper notice of this public hearing was given to all respects as required by law; and

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

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

Section 1 Findings.

Based upon the findings set forth hereinabove, the City Council elects to participate in, and approves the implementation of a Community Choice Aggregation program within the City of Lathrop's jurisdiction by and through the East Bay Community Energy Authority.

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 2 Environmental.

The passage of this ordinance is not a project under the California Environmental Quality Act (CEQA) because it does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Sections 15378, therefore, not subject to CEQA pursuant to CEQA Guidelines Section 15060.

Section 3. Severability

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

Section 4. Effective Date

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

Section 5. Publication

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

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 10th day of July 2023, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____th day of _____, 2023 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

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ITEM 4.4**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING****ITEM: COMPLETE ANNUAL PERFORMANCE REVIEW
PROCESS FOR CITY MANAGER AND CITY ATTORNEY****RECOMMENDATION: Adopt Resolution Approving Amendment No. 4 to
the City Manager Employment Agreement,
Amendment No. 3 to the City Attorney Employment
Agreement**

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. The annual evaluation process provides the City Council an opportunity to measure performance and determine salary and contract terms. At the July 10, 2023, regular City Council meeting, the parties met in closed session for their performance discussion as required.

Amendments to the Employment Agreements for City Manager and City Attorney have been prepared in accordance with the direction of the City Council consensus pursuant to the closed session meeting held on July 10, and approved a modification to the severance provisions of the employment agreements for both City Manager and City Attorney. The amendments are attached herein (Attachment B and D). Special Counsel Michael Youril reviewed the resolution and employment contract amendments, which are recommended for City Council review and approval.

FISCAL IMPACT:

The Finance Department is hereby authorized to make appropriate adjustments to the Compensated Absences Liability Account and increase the vacation/sick leave expenditures of each department for FY 23-24, to ensure appropriate coverage, should the amended provisions of the employment agreements be enacted.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 4 to the City Manager Employment Agreement, and Amendment No. 3 to the City Attorney Employment Agreement
- B. Amendment No. 4 to the Employment Agreement for City Manager Stephen J. Salvatore
- C. Employment Agreement, Amendment Nos. 1, 2, and 3 for City Manager
- D. Amendment No. 3 to the Employment Agreement for City Attorney Salvador Navarrete
- E. Employment Agreement, Amendment Nos. 1, and 2 for City Attorney

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
ANNUAL PERFORMANCE REVIEW PROCESS FOR CITY MANAGER & CITY
ATTORNEY**

APPROVALS:

DocuSigned by:
Marcie Scott
3000910E15DF420...

Marcie Scott
Human Resources Consultant

8/10/2023

Date

ATTACHMENT A

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NUMBER FOUR TO THE CITY MANAGER EMPLOYMENT AGREEMENT AND AMENDMENT NUMBER THREE TO THE CITY ATTORNEY AGREEMENT

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

WHEREAS, at the July 10, 2023 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 10, 2023, and approved a modification to the severance provisions of the employment agreements for both the City Manager and the City Attorney; and

WHEREAS, Amendments to the Employment Contracts for the City Manager and the City Attorney have been prepared in accordance with the direction by a majority of the City Council and are recommended for adoption by the City Council; and

WHEREAS, this Resolution approves the modifications to the City Manager and the City Attorney employment agreements; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves Amendment Number Four (4) to the City Manager Employment Agreement, and Amendment Number Three (3) to the City Attorney Employment Agreement.

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The foregoing resolution was passed and adopted this 14th day of August, 2023, 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



Special Counsel

ATTACHMENT B

**Amendment Number Four to Employment Agreement Between the
City of Lathrop and Stephen J. Salvatore
August 14, 2023**

The original Employment Agreement between the City of Lathrop and Stephen J. Salvatore, attached 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 approved Amendment Number One to the Employment Agreement, which is attached and incorporated herein as Exhibit "B."

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

On or about August 8, 2022, the City Council approved Amendment Number Three, which is attached and incorporated herein as Exhibit "D."

The City Council hereby approves an amendment to the first paragraph of Section 8 of the Employment Agreement to read as follows:

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 twelve (12) months of salary. Instead of twelve months of severance pay in accordance with this Section, Employee may elect to treat the non-renewal of the Contract (as described in Section 2) as a termination that entitles him to nine (9) months of severance pay in addition to regular pay during the 90 day notice period of non-renewal referenced in Section 2A. This provision shall be limited by the requirements of Government Code sections 53260 and 53621.

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:



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

Exhibit "D" – Amendment Number Three to Employment Agreement dated August 8, 2022

ATTACHMENT C

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

(\$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 PAY.

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

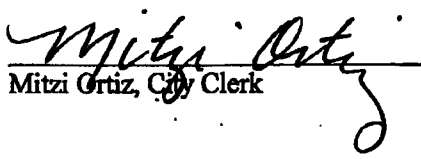

J Chaka Santos, Mayor

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.

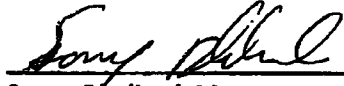
The City Council has met and unanimously agreed to renew and extend this Employment Agreement pursuant to the conditions as described in Section 2 of the Employment Agreement.

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

CITY OF LATHROP

By: 
Stephen J. Salvatore


Sonny Dhallwal, Mayor

Date: 8-17-15

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

Exhibit "B"

**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.

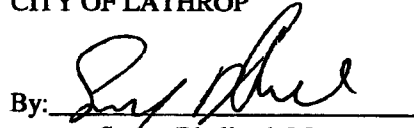
Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE.

By: 
Stephen J. Salvatore

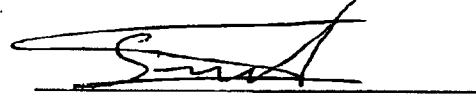
Date: 11-19-18

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

**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.

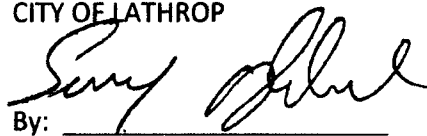
Unless specifically stated above, no other changes to the original agreement (or Amendments) are intended by this Amendment.

EMPLOYEE

By: 
Stephen J. Salvatore

Date: 8/8/22

CITY OF LATHROP

By: 
Sonny Dhaliwal, Mayor

Date: 8/8/22

APPROVED AS TO FORM:


Michael G. Colantuono
Special Counsel

ATTEST:


Teresa Vargas, City Clerk / Government Services Director

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

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.

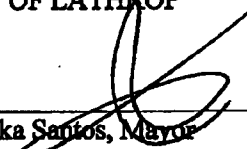
B. If any provision, or any portion thereof, contained in this Contract is held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

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.

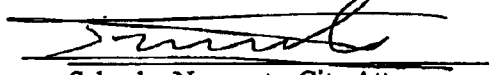
EMPLOYEE

By: 
Stephen J. Salvatore
Date: 9/12/12

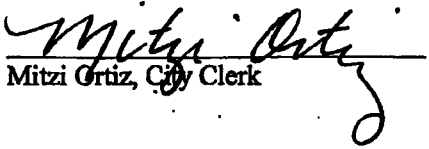
CITY OF LATHROP


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.

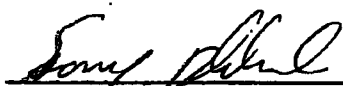
IN WITNESS WHEREOF the City of Lathrop has caused this Amendment No. 1 to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the employee has signed and executed this Amendment both in duplicate.

EMPLOYEE

CITY OF LATHROP

By: 

Stephen J. Salvatore



Sonny Dhallwal, Mayor

Date: 8-17-15

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

Exhibit "B"

**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

**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

By: 

Stephen J. Salvatore

Date: 8/8/22


CITY OF LATHROP

By: 

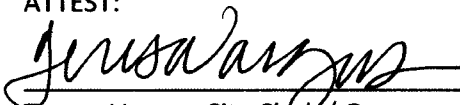
Sonny Dhaliwal, Mayor

Date: 8/8/22

APPROVED AS TO FORM:


Michael G. Colantuono
Special Counsel

ATTEST:



Teresa Vargas, City Clerk / Government Services Director

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 D

**Amendment Number Three to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
August 14, 2023**

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

On or about November 19, 2018, the City Council approved Amendment Number One, which is attached and incorporated herein as Exhibit "B."

On or about August 8, 2022, the City Council approved Amendment Number Two, which is attached and incorporated herein as Exhibit "C."

The City Council hereby approves an amendment to the first paragraph of Section 9 to read as follows:

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 of twelve (12) months of 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. This provision shall be limited by the requirements of Government Code sections 53260 and 53621.

The City Council hereby further approves the deletion of the third paragraph of Section 9.

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

EMPLOYEE

CITY OF LATHROP

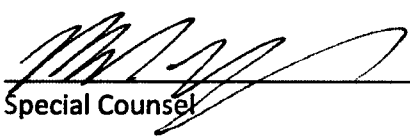
By: _____
Salvador V. Navarrete

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:



Special Counsel

ATTEST:

Teresa Vargas, City Clerk/Government Services Manager

Attachments:

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

Exhibit "B" – Amendment Number One to Employment Agreement dated November 19, 2018

Exhibit "C" – Amendment Number Two to Employment Agreement dated August 8, 2022

ATTACHMENT E ORIGINAL

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 Employer and Employee.

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. Navarete, 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

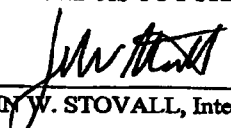
By: 
Kristy Sayles, Mayor

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".

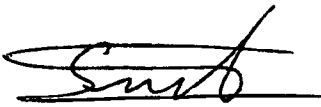
The City Council has met and with a vote of 4-0, with Councilmember Dresser absent, approves the following amendment to the Employment Agreement, effective November 19, 2018:

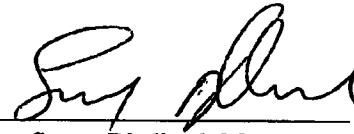
1. Increase current base salary by 5%; and
2. If Employee resigns his position, he will be paid for all accrued and unused management leave, sick leave and vacation time.

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

EMPLOYEE

CITY OF LATHROP

By: 
Salvador V. Navarrete

By: 
Sonny Dhaliwal, Mayor

Date: 11-19-18

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.

pg 1

**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

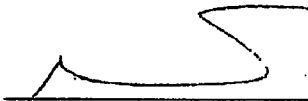
By: _____
Salvador V. Navarrete

By: _____
Sonny Dhaliwal, Mayor

Date: _____

Date: _____

APPROVED AS TO FORM:



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

ATTEST:

Teresa Vargas, City Clerk

Attachments:

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

**Amendment Number Two to Employment Agreement Between the
City of Lathrop and Salvador V. Navarrete
August 8, 2022**

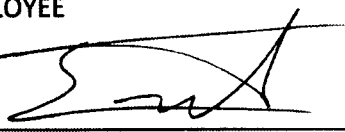
The original Employment Agreement between the City of Lathrop and Salvador V. Navarrete, attached hereto and incorporated herein as Exhibit "A", was entered into between the parties for services of City Attorney on or about January 14, 2008.

On or about November 19, 2018 the City Council unanimously approved Amendment Number One, attached herein as Exhibit "B".

The City Council hereby approves a performance-based increase to current base salary of 5% effective July 11, 2022.

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

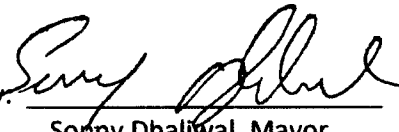
EMPLOYEE

By: 

Salvador V. Navarrete

Date: 8/8/22

CITY OF LATHROP

By: 

Sonny Dhaliwal, Mayor

Date: 8/8/22

APPROVED AS TO FORM:



Michael G. Colantuono
Special Counsel

ATTEST:



Teresa Vargas, City Clerk/Government Services Director

Attachments:

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

Exhibit "B" – Amendment Number One to Employment Agreement dated November 19, 2018

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ITEM 4.5

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

**ITEM: DECLARE CERTAIN VEHICLES AND EQUIPMENT
SURPLUS PROPERTY AND AUTHORIZE THEIR
DISPOSAL**

**RECOMMENDATION: Adopt a Resolution Declaring Certain Vehicles and
Equipment Surplus Property and Authorizing Their
Disposal**

SUMMARY:

The City currently has four surplus vehicles and various furniture and equipment that have reached their useful life, have been replaced, or the repair costs exceed their fair market value.

The City's policy regarding disposition of surplus property allows for surplus property to be sold at auction. In the event that the auction is unsuccessful, the City may choose to donate, discard or recycle the property. Pursuant to Council Resolution 21-4831, the City Council declared surplus property with a value of \$1,500 or less to be of de minimus value and any disposal therefore, does not create a gift of public funds. Council adopted a donation policy through the same Resolution to allow the City to donate surplus City vehicles with a value of less than \$1,500 to local non-profits or charities. Any vehicles with a failed auction sale, will be returned to the City, so the City can begin the donation process to local non-profits or charities.

BACKGROUND:

The City of Lathrop updated its policy regarding disposition of surplus vehicles on December 1, 2014 pursuant to Resolution 14-3848 and staff recommends that the items listed on Attachment "B" be declared surplus property in accordance with this policy. All of these items have reached their useful life, have been replaced, or the cost of repair exceeds their value. Each item listed on the attachment has a brief description of the condition of each item. All of the listed items are ready to be declared as surplus property for sale, recycling, or disposal.

According to City policy, if the market value of the surplus items is greater than \$5,000, the Purchasing Officer shall present the listing of such assets to the City Council for action regarding their declaration as surplus. It has been determined that these items collectively could have a value greater than \$5,000.

Surplus vehicles will be sold at public auction by Nationwide Fleet Services pursuant to an existing contract. In the event that the property remains unsold, the City Council may choose to donate, discard or recycle the property. Pursuant to Council Resolution 21-4831 the City Council declared surplus property with a value of \$1,500 or less to be of de minimus value and the donation thereof does not create a gift

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS
PROPERTY AND AUTHORIZING THEIR DISPOSAL

of public funds. Council adopted a donation policy through the same resolution to allow the City to donate surplus City vehicles with a value of less than \$1,500 to local non-profits or charities. Surplus equipment will be discarded or recycled if all other disposal methods are not successful.

REASON FOR RECOMMENDATION:

Pursuant to City policy, at least once a year each Department Head shall conduct a review of inventory, goods and supplies utilized by that department and shall determine what items have become surplus. City staff has gathered a list of surplus items from all department's which are included in Attachment "B". These surplus assets have been reviewed and determined that their collective value could be greater than \$5,000. In addition, once the surplus items are discarded, it will help each department maintain storage space.

FISCAL IMPACT:

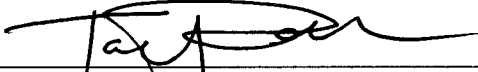
Any net revenues from the sale of these items will be returned to the City's general fund.

ATTACHMENTS:

- A. Resolution declaring certain vehicles and equipment surplus property and authorizing their disposal
- B. Surplus Inventory List

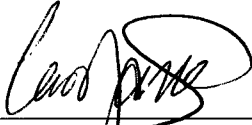
CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
RESOLUTION DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS
PROPERTY AND AUTHORIZING THEIR DISPOSAL

APPROVALS:



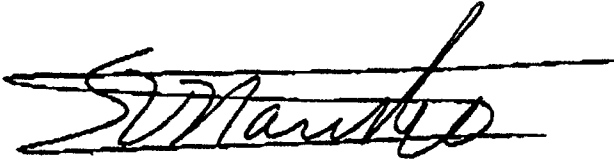
Tanyashane Rillamas
Management Analyst I

08/01/2023
Date



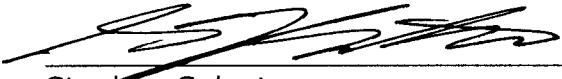
Cari James
Director of Finance

8/1/2023
Date



Salvador Navarrete
City Attorney

8/2/2023
Date



Stephen Salvatore
City Manager

8-2-23
Date

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
DECLARING CERTAIN VEHICLES AND EQUIPMENT SURPLUS PROPERTY AND
AUTHORIZING DISPOSAL**

WHEREAS, the City of Lathrop has a policy that allows for the disposal of equipment and inventory with City Council approval; and

WHEREAS, the City has surplus vehicles and equipment, which have reached their useful life, are inoperable, or the cost of repairs exceed their value; and

WHEREAS, the City Council has reviewed the list of surplus items in which are to be auctioned, donated after meeting Donation Policy criteria, recycled, or discarded;

NOW, THEREFORE, BE IT RESOLVED that the City Council declares the items, as listed in Attachment "B", to be surplus property and authorizes the City Manager to dispose of the surplus equipment and inventory.

The foregoing resolution was passed and adopted this 14th day of August, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

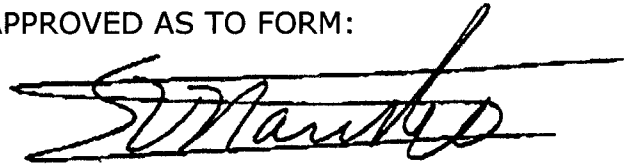
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

ATTACHMENT B
Surplus Inventory List
AUGUST 14, 2023

Surplus Type: **Vehicle/Other**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept.
E	Truck	2008 Chevrolet Silverado	1GCHK29K58E112837	1	PR&M
B	SUV	2015 GMC Terrain	2GKFL5E30F6409751	1	PR&M
B	SUV	2015 Chevy Tahoe	1GNLC2EC4FR532091	1	PR&M
B	Light Trailer	Magnum MLT T3060M	1102935	1	PR&M

Surplus Type: **Equipment**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
D	Tow Behind Air Compressor Trailer	1991 Sullivan D185Q5	10616	1	PR&M

ATTACHMENT B
Surplus Inventory List
AUGUST 14, 2023

Surplus Type: **Furniture**

Surplus Reason Codes: **A**-No longer needed **B**-Reached useful life **C**-Replaced **D**-Cost to repair is higher than value **E**-Damaged/not working

Surplus Reason Code	Description	Year/Make/Model	Vin / Serial Number	Quantity	Dept
C	Computer Desk			1	CDD
C	Wooden Chair			1	CDD
C	Upper Cabinets			1	CDD
C	Round Table			1	CDD
A	Wooden Book Case			1	CDD
C	Mobile Plan Holder			2	CDD
A	Wood 2-drawer File Cabinet			1	CDD
A	Wood 3-drawer File Cabinet			1	CDD
B	Chairs with Racks			75	PR&M

ITEM 4.6

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE PURCHASES OF A DUMP TRUCK & VARIOUS HEAVY CONSTRUCTION EQUIPMENT

RECOMMENDATION: Adopt Resolution Approving the Purchases of a Dump Truck & Various Heavy Construction Equipment

SUMMARY:

As the City expands, reliable heavy machinery becomes crucial for seamless operations, timely project completions, and enhanced community service. Investing in these tools reduces expensive repairs and ensures efficient delivery of services to the community.

Staff requested multiple quotes from vendors for the proposed equipment, with a minimum of three (3) quotes per item. The following equipment options are most suitable for the City's needs. Staff requests Council approve the purchases of the equipment listed below, totaling \$522,102.

Sufficient funds were approved in the fiscal year 2023-24 adopted budget for the proposed purchases.

BACKGROUND:

As the City continues to expand rapidly, the need for heavy equipment within the City also rises. The City must procure the appropriate equipment and tools to allow City employees to perform required repairs and maintenance. This proposed equipment will also decrease the City's reliance on contractors, expediting the work and reducing the overall cost.

The skid steer loader and dump truck will replace existing ones nearing the ends of their service lives. The mini excavator, roller and skip loader will expand the City's repair and maintenance capacity and productivity, and provide training opportunities for staff. The asphalt grinding drum and compaction wheel attachments will further expand the capabilities of the skid steer tractor and the mini excavator, respectively, to perform utility and street repairs.

In accordance with LMC 2.36, staff has researched multiple equipment vendors and requested at least three (3) quotes for each piece of equipment.

Staff has determined that the equipment listed below would best meet the needs of the City.

Staff has also determined that each new piece of equipment's corresponding price relative to its anticipated service life represents a better return on the City's

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASES OF A DUMP TRUCK & VARIOUS HEAVY
CONSTRUCTION EQUIPMENT

investment than renting the equipment or contracting for the maintenance or repair services requiring each piece of equipment.

Staff requests City Council approve the purchases of heavy construction equipment listed below:

DESCRIPTION	BRAND / MODEL	VENDOR	QUOTE #	PRICE
Dump Truck	2023 Ford F-650	Big Valley Ford	134015	\$ 111,224
Mini Excavator	Caterpillar 303.5	Holt of CA	148880-02	\$ 87,196
Vibratory Roller	Case DV26 E	Sonsray	580	\$ 55,666
Skip Loader	Case 570N EP	Sonsray	579	\$ 109,296
Skid-Steer Tractor	Caterpillar 299D3	Holt of CA	149086-02	\$ 120,581
Asphalt Grinder	Caterpillar PC 310	Holt of CA	149094-02	\$ 33,158
Compaction Wheel	Caterpillar, 24"	Holt of CA	149706-02	\$ 4,981

TOTAL: \$522,102

REASON FOR RECOMMENDATION:

Approving the requested purchases will enable the City to efficiently meet its day-to-day operational needs and enhance its emergency response capacity, resulting in improved efficiency and effectiveness.

FISCAL IMPACT:

The cost of the proposed equipment listed above was identified in the biennial budget for fiscal year 2023-24 adopted June 14, 2023, Resolution Number 23-5322, and will be paid from the following funds:

Funding Source	Amount
2080-50-10-450-20-00	\$ 421,500.00
5620-50-50-450-20-00	\$ 35,000.00

The remaining \$66,364 will be carried over from fiscal year 2022-23 to fiscal year 2023-24 and will be paid from the following funds:

Funding Source	Amount
6010-50-30-450-20-00	\$ 32,801.00
6080-50-34-450-20-00	\$ 32,801.00

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASES OF A DUMP TRUCK & VARIOUS HEAVY
CONSTRUCTION EQUIPMENT**


PAGE 3

ATTACHMENTS:

- A. Resolution Approving the Purchases of a Dump Truck & Various Heavy Construction Equipment
- B. Quote – Dump Truck Model Ford F-650
- C. Quote – Caterpillar Model 303.5 mini excavator
- D. Quote – Case Model DV26 E vibratory roller
- E. Quote – Case Model 570N EP skip loader
- F. Quote – Caterpillar Model 299D3 skid steer tractor
- G. Quote – Caterpillar Model PC310 Asphalt Grinder
- H. Quote – Caterpillar 24" Compaction Wheel

CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PURCHASES OF A DUMP TRUCK & VARIOUS HEAVY
CONSTRUCTION EQUIPMENT

APPROVALS:




Steven Hollenbeak
Assistant Engineer

8.8.23
Date



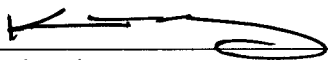
Ken Reed
Senior Construction Manager

8-8-23
Date



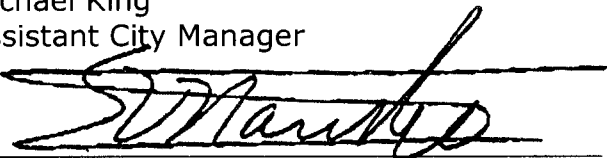
Cari James
Director of Finance

8/10/23
Date



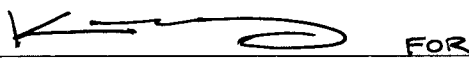
Michael King
Assistant City Manager

8.9.2023
Date



Salvador Navarrete
City Attorney

8/9/2023
Date



Stephen J. Salvatore
City Manager

8.10.2023
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING PURCHASES OF A DUMP TRUCK & VARIOUS HEAVY CONSTRUCTION EQUIPMENT

WHEREAS, as the City expands, reliable heavy machinery becomes crucial for seamless operations, timely project completions, and enhanced community service; and

WHEREAS, a dump truck and various heavy construction equipment with two attachments are needed to replace existing equipment at the end of their service life; and

WHEREAS, in accordance with Lathrop Municipal Code (LMC) 2.36, staff requested multiple quotes from vendors for the proposed equipment, with a minimum of three (3) quotes per item. The following equipment options are most suitable for the City's needs; and

WHEREAS, staff is requesting Council's approval to purchase the following items:

DESCRIPTION	BRAND / MODEL	VENDOR	QUOTE #	PRICE
Dump Truck	2023 Ford F-650	Big Valley Ford	134015	\$ 111,224
Mini Excavator	Caterpillar 303.5	Holt of CA	148880-02	\$ 87,196
Vibratory Roller	Case DV26 E	Sonsray	580	\$ 55,666
Skip Loader	Case 570N EP	Sonsray	579	\$ 109,296
Skid-Steer Tractor	Caterpillar 299D3	Holt of CA	149086-02	\$ 120,581
Asphalt Grinder	Caterpillar PC 310	Holt of CA	149094-02	\$ 33,158
Compaction Wheel	Caterpillar, 24"	Holt of CA	149706-02	\$ 4,981
Total				\$ 522,102

WHEREAS, sufficient funds were included in the fiscal year 2023-24 adopted budget for the proposed purchase totaling \$522,102; and

WHEREAS, the cost of the proposed equipment listed above was identified in the biennial budget for fiscal year 2023-24 adopted June 14, 2023, Resolution Number 23-5322, and will be paid from the following funds:

Funding Source	Amount
2080-50-10-450-20-00	\$ 421,500
5620-50-50-450-20-00	\$ 35,000

The remaining \$66,364 will be carried over from fiscal year 2022-23 to fiscal year 2023-24 and will be paid from the following funds:

Funding Source	Amount
6010-50-30-450-20-00	\$ 32,801
6080-50-34-450-20-00	\$ 32,801

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the purchases of the above heavy equipment as listed above for a total amount of \$522,102.

The foregoing resolution was passed and adopted this 14th day of August, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

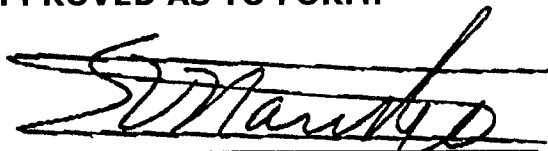
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



BUYER	CO-BUYER	Deal #: 134015
CITY OF LATHROP		Deal Type: Retail
390 TOWNE CENTRE DR		Deal Date: 07/31/2023
LATHROP, CA 95330-9358		Print Time: 09:19am
Work #: (209) 992-0044		Salesperson: TIMOTHY A RUBINO
Email: mlamas@ci.lathrop.ca.us		

VEHICLE

New <input checked="" type="checkbox"/>	Stock #: W1472	Description: 2023 FORD TRUCK F650 REG CAB	VIN: 1FDNF6DE5PDF08248	Mileage: 98
Used <input type="checkbox"/>				
Demo <input type="checkbox"/>				

TRADE

AFTERMARKETS

Total Aftermarkets:		\$ 0.00	Sale Price:	\$ 100,900.00
			Total Financed Aftermarkets:	\$ 0.00
			Total Trade Allowance:	\$ 0.00
			Trade Difference:	\$ 100,900.00
			Doc Fee:	\$ 85.00
			State & Local Taxes:	\$ 8,836.19
			Total License and Fees:	\$ 1,402.75
			Total Cash Price:	\$ 111,223.94
			Total Trade Payoff:	\$ 0.00
			Delivered Price:	\$ 111,223.94
			Cash Down Payment + Deposit:	\$ 0.00
			Sub Total:	\$ 111,223.94
			Service Agreement:	\$ 0.00
			Maintenance Agreement:	\$ 0.00
			GAP Insurance:	\$ 0.00
			Credit Life, Accident & Health:	\$ 0.00
			Other:	\$ 0.00
			Amount Financed:	\$ 111,223.94
Rate:		0.00%		
Amount Financed:		\$ 111,223.94		





Jun 20, 2023

CITY OF LATHROP
390 TOWNE CENTRE DR
LATHROP CA 95330,
Account # 54170

Attention: KEN REED

New Caterpillar Model: 303.5 Mini Excavator Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: M23276 SERIAL NUMBER: 0RE901746 YEAR: 2022 SMU: 1

ADDITIONAL SPECIFICATIONS **CONTRACT #032119-CAT**

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
616-3222	303.5 07A CR MHE CFG14B	592-1442	CWT EXTRA, 550LBS
558-1751	303.5 07A CR HYD	599-7202	SEAT BELT, 3" RETRACTABLE
542-1495	2 WAY CONTROL	563-6658	CANOPY, ROPS
557-1709	SOFTWARE, PROPORTIONAL CONTROL	519-9266	SEAT, SUSPENSION, VINYL
557-1710	SOFTWARE, STICK STEER CONTROL	580-7179	MONITOR NEXT GEN, NO CAMERA
557-1713	SOFTWARE, CODED START	*****	ATTACHMENTS *****
558-1744	ALARM, TRAVEL	A48871	COUPLER, PG, HYDR.D.LOCK, 3-4T
573-4364	DRAIN, ECOLOGY	A49251	THUMB, HYDRAULIC, 3-4T
576-2961	ENGINE, EPA TIER	A48717	CAT B4 HAMMER
525-4465	CAT KEY, WITH PASS CODE OPTION	A8932	AUGER, A41, MHE 3T, 40MM -
566-2914	TRACK, 12", RUBBER	A47080	6" AUGER BIT
568-5199	BLADE, ANGLE, BOCE	A49050	12" AUGER BIT
568-5200	TRAVEL LEVERS AND PEDALS	A46745	18" BUCKET-HD
571-9661	STICK, LONG, W/ THUMB BRACKET	A47340	24" BUCKET-HD
571-9665	UNDERCARRIAGE, FIXED, ANGLE BLD	A47906	47" BUCKET-GRADING
575-5041	CONTROL, QC, 3 LINE, LNG, A BLD	582-1502	TOOL, SPADE TRANSVERSE, B4

WARRANTY INFORMATION

Standard Warranty: 24 Months or 2,000 Hours
 Extended Warranty: 60 Months or 2500 Hours Powertrain + Hydraulics + Tech
 CSA Dry Filters Parts Kit - 24 Months or 1000 Hours

Machine list Price	\$70,704.00
Sourcewell Discount 20% off Machine list price	\$14,140.80
Machine Price after Discount	\$56,563.20
Machine work tools Buckets Hammer, Auger, and Assembly	\$21,489.85
Machine Prep, Freight, Fuel and Warranty	\$3,577.71
Additional Holt Discount	\$1,450.97
Ext Warranty	Included
Net Balance Due	\$80,179.79
Sales Tax (8.75%)	\$7,015.73
CSA	Included
After Tax Balance	\$87,195.52

STANDARD EQUIPMENT

POWERTRAIN -Cat C1.7 NA engine -(U.S. EPA Tier 4 Final/ -JAPAN MLIT Tier 3) -Automatic engine idle -Automatic engine shutdown -Automatic two speed travel -Fuel water separator -

UNDERCARRIAGE -Track, 300 mm (11.8") -Dozer blade(BOCE) with float -Tie downs on track frame -

HYDRAULICS -Variable displacement piston pump -Smart tech electronic pump -Load sensing/flow sharing hydraulics -Automatic swing brake -Hydraulic lockout - all controls -One and two way auxiliary flow -Continuous auxiliary flow -Bio oil capable

ELECTRICAL -12 volt electrical system -Software (machine and monitor) -65 ampere alternator -650CCA maintenance free battery -Battery disconnect -Signaling/warning horn -12 volt power socket -

OPERATOR ENVIRONMENT -Product link PLE243 (regulations apply) -Cab sound pressure 94dB(A) ISO 6395 -Coat hook -Next generation color LCD monitor (IP66) --Fuel level and coolant temperature -gauges --Maintenance and machine monitoring --Performance and machine adjustments --Numeric security code --Multiple languages

INSTRUCTIONS -United States and Canada --Accumulator, certified --Retractable high visibility -seat belt 75mm (3") --Ecology drain - engine --Auxiliary hydraulic lines --Auxiliary line quick disconnects -South America --Accumulator, certified --Retractable high visibility -seat belt 75mm (3") --Ecology drain - engine --Auxiliary hydraulic lines --Auxiliary line quick disconnects -REGIONAL STANDARD EQUIPMENT INCLUDES: -

OTHER STANDARD EQUIPMENT -Boom light -Travel cruise control -Joystick travel and steering mode -Beacon socket -Lockable fuel cap -enclosure doors -Door locks on cab door and external -Caterpillar corporate "one key" system -Control Pattern Changer -

OPERATOR ENVIRONMENT -Mounting bosses for front guard -Skylight -Storage pocket -Tilt operator station -Removable washable floormat -Retractable high visibility seat belt -Non suspension vinyl seat -Adjustable wrist rests -Top guard ISO 10262: 1998 Level I -TOPS - ISO 12117:1997 -ROPS - ISO 12117-2:2008 -Utility space for mobile phone -Cup Holder --Hour meter with wake up switch

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date, _____
(Please Print)

Signature _____

Sincerely,
Jason Hjelmstad
Territory Manager
Earth Moving Division
Holt of California
jhjelmstad@holtca.com
Cell 209-321-2831

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
6. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
7. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or conditions of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
8. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
9. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
10. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
11. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.

CASE**DV26E**

VIBRATORY TANDEM ROLLER

TIER 4 FINAL CERTIFIED

ENGINE

Make	Kubota D1803
Emissions Certification	Tier 4 Final
Type	Diesel
Cylinders	3
Bore/Stroke	3.46 x 3.54 in (88 x 90 mm)
Displacement	111 in ³ (1 826 cm ³)
Fuel	#2 Diesel
Cooling	Liquid
Rated engine speeds	2100/2400 RPM
Horsepower @ 2400 RPM:	
Gross	33.5 hp (25 kW)
Maximum Engine Torque @ 1500 RPM:	
	85.4 lb ft (115.8 Nm)

DRIVETRAIN

Drive	Hydrostatic
Max. working speed	3.7 mph (6.0 kph)
Max. travel speed	6.8 mph (11 kph)
Service brake	Hydrostatic
Parking brake	SAHR
Emergency brake	SAHR
Drum drive	Front and rear
Drive pump motors:	
Variable displacement	1
Fixed displacement	2
Max. relief pressure	5,221 psi (36 MPa)
Gradeability (vibration off)	30% (30%)

ELECTRICAL

Voltage	12 Volts
Battery	1 x 12 Volt
Battery reserve capacity	77 Ah/20 hour
Cold cranking amps	760 CCA

OPERATOR ENVIRONMENT

Insulated from chassis by flexible shock absorbers; Handrail; Instrument panel; Anti-vandal guard; Lateral sliding seat; Foldable ROPS protection; Electronic single lever speed and direction control with integrated RPM setting, parking brake, vibration, drum sprinkling, edge cutting activation (up/down).

OPERATING WEIGHT

Operating weight	5,490 lb (2 490 kg)
Max. weight	5,970 lb (2 710 kg)
Front static linear load	22.7 lb/in (10.3 kg/cm)

SERVICE CAPACITIES

Fuel tank	9.2 gal (35 L)
Engine oil	7.4 qt (7 L)
Cooling system	7.1 qt (6.7 L)
Hydraulic system – reservoir	7.5 gal (28.5 L)
Water tank	50.2 gal (190 L)

OTHER SPECIFICATIONS

Steering:	
Type	Oscillation/Articulated
Method	Hydrostatic
Pump type	Gear
Steering angle – left and right	30°
Oscillation angle +/-	6.5°
Inside turning radius	100 in (2 540 mm)
Outside turning radius	153.9 in (3 910 mm)

Vibration:	
System design	Series
Pump type	Gear
Drum vibration	Front and rear
Frequency:	
Low	3,480 vpm (58 Hz)
High	3,960 vpm (66 Hz)
Number of amplitudes	1
Amplitude	0.02 in (0.53 mm)
Centrifugal force – each drum:	
	10,566 lb (47 kN)

STANDARD EQUIPMENT**OTHER**

Foldable ROPS
Anti-vandal guard
Hydrostatic drive for both drums
Articulated chassis
Hydraulic oil cooler
Backup alarm
Tapered drum edges
Vulcollon scrapers – adjustable
Master disconnect switch
Horn
Hourmeter

4-point lift and tie down provision
Flip open hood
Spin-on fuel, engine oil, and hydraulic filters
Steering wheel spinner knob

OPERATOR ENVIRONMENT

Lateral shifting suspension seat w/ foldable arms
3 in (76.2 mm) retractable seat belt
Emergency stop button
Electric fuse protection
Drive lever with vibration and water switch

INDICATOR LIGHTS

Battery
Engine oil pressure
Intake preheater
Engine temperature
Parking brake on/off
Hydraulic oil temperature
Low fuel indicator
Worklight indicator
Turn signal indicator
Fuel gauge
Operator hours

WATER SYSTEM

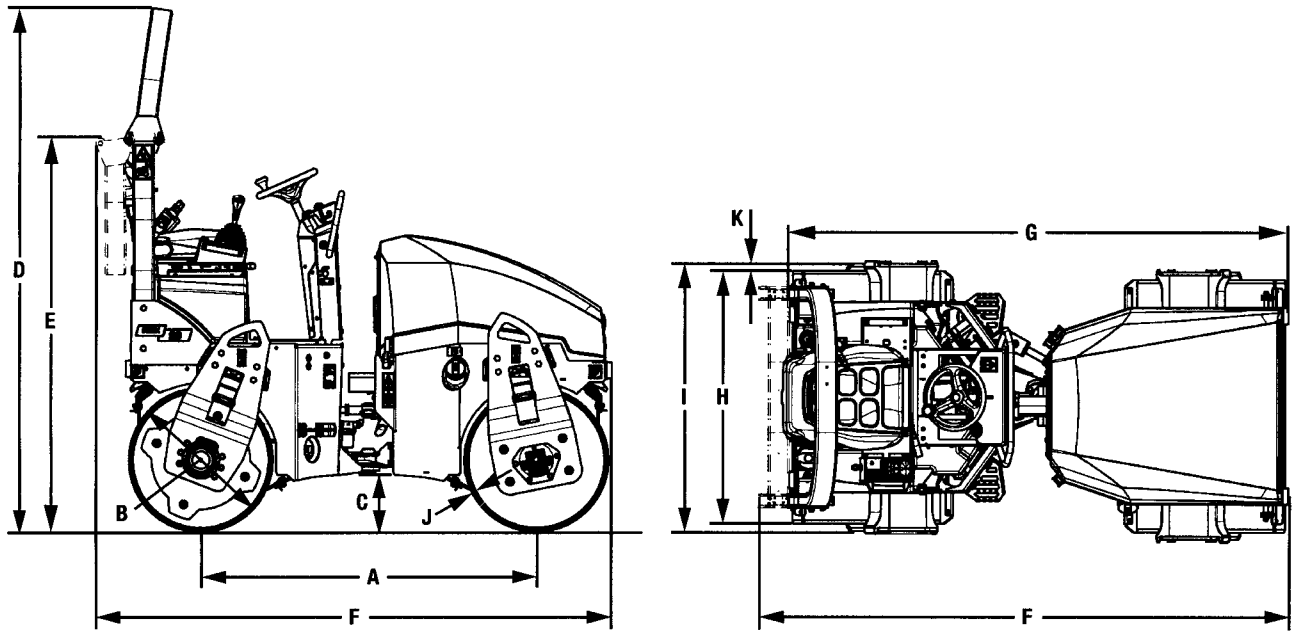
Pressurized water system
2-stage water filtration
Water system drains
50.2 gal (190 L) Polyethylene water tank

VIBRATION SYSTEM

Dual drum vibration
Dual frequency vibration
Front/Dual drum vibration control
Auto vibration stop in neutral

OPTIONAL EQUIPMENT**OTHER**

Rotating beacon
Weather canopy
Steel canopy
2 in (51 mm) retractable seat belt
Tiltable drum scraper
Infrared thermometer
Edge cutter
2 Front and 1 Rear road light, turn signals and flashers
Traction assist
2 lights on ROPS (N/A on Weather Canopy)
Arm rests on seat
Right & Left Side drive levers
Heated seat
ACE Force Intelligent compaction
Locking water tank cap



Line drawings are for illustrative purpose only and may not be exact representation of unit.

DIMENSIONS

A. Wheelbase	68.5 in (1 740 mm)
B. Drum diameter	27.4 in (695 mm)
C. Ground clearance	11.0 in (280 mm)
D. Overall height	100.4 in (2 550 mm)
E. Folded ROPS height	76.2 in (1 935 mm)
F. Overall length - ROPS down	101.8 in (2 585 mm)
G. Overall length - ROPS up	98.4 in (2 500 mm)
H. Drum width	47.2 in (1 200 mm)
I. Overall width	53.1 in (1 350 mm)
J. Drum thickness	0.5 in (13 mm)
K. Drum offset	1.6 in (40 mm)

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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE202003DV26E
Replaces Form No. CCE202002DV26E

DV26E

1. This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Sonsray Machinery Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.
2. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
3. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event Case dealer's price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
4. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
5. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
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CASE

570N EP

LOADER/TOOL CARRIER

TIER 4 FINAL CERTIFIED



ENGINE

Model	FPT F5HFL463D
Emissions Certification	Tier 4 Final
Type	Diesel 4-stroke, Turbocharged
Cylinders	4
Bore/Stroke	3.90 x 4.33 in (99 x 110 mm)
Displacement	207 in3 (3.4 L)
Fuel injection	Direct, high pressure common rail – HPCR
Fuel	Diesel
Cooling	Charged air
Engine speeds	RPM
Rated speed – full load	2200
Low idle	900 – 1000
High idle – no load	2330 – 2430
Horsepower @ 2200 RPM:	
Gross	74 hp (55 kW)
Net*	72 hp (54 kW)
Maximum torque @ 1400 RPM:	
Gross	235 lb-ft (316 N-m)
Net*	228 lb-ft (310 N-m)
Torque rise at rated speed	35% +/- 5%
Radiator:	
Core size area	486 in2 (3 145 cm2)
Rows of tubes	5
33 Degree fan:	
Style	7 blade suction
Ratio	1.1:1
Water pump style	Integral
Engine oil	CJ-4 – semi-synthetic 10W40
Pump operating angle ratings:	
Side to side	Rated 35°
Fore and aft	Rated 35°
Oil filtration	Replaceable, spin on

NOTE: *with viscous fan.

DRIVETRAIN

Transmission – standard:
4F-4R Power Shuttle Synchronesh
Transmission manual gear shift,
fully synchronized

Gear ratios	Forward/Reverse
1st	5.603/5.603
2nd	3.481/3.481
3rd	1.584/1.584
4th	0.793/0.793

Travel speeds*	mph (kph)
1st	3.8 (6.1)
2nd	6.1 (9.8)
3rd	12.8 (20.6)
4th	24.0 (38.6)

Torque converter ratio* 3.01

Differential-lock On-the-go
push-button activation

Front 4WD/Rear axle*:	
Differential ratio	2.0/2.5
Planetary hub ratio	6.0/6.4
Total reduction ratio	12.0/16.0

Axles rating:

Maximum static – lb (kg):
70,821 (32 124)/90,145 (40 889)/
58,448 (26 511)

Dynamic operating – lb (kg):
44,261 (20 076)/56,200 (25 492)/
35,575 (16 136)

Static operating – lb (kg):
17,704 (8 030)/22,480 (10 197)/
14,230 (6 455)

Service brakes:

Individually applied, hydraulically actuated,
maintenance-free, outboard mounted,
wet disc, 2 per side.

Parking brakes Trans Mounted
spring-applied
hydraulic release – SAHR

NOTE: Travel speeds at 2293 engine RPM
w/ 19.5 L x 24.0 rear tires.

*Specs listed will differ w/ PTO option.

ELECTRICAL

Voltage	12 Volts
Alternator	120 amp
Battery	850 cold-cranking amps
Opt. batteries – 2	850 cold-cranking amps
Power plugs – 2	30 amps total

OPERATOR ENVIRONMENT

ROPS/FOPS certified protective canopy;
2 halogen headlights; 2 rear flood lights; 2 rear
tail and stop lights; 2 front flashers/turn lights;
2 rear flashers/turn lights; Anti-vandalism cover
for dash and front console – w/ canopy only;
Pre-wired for radio – cab only; Rear fenders w/
storage tray and molded beverage and thermos
holder; Coat hook w/ garment strap; Interior
rearview mirror; non-suspension seat – 15 degree
and 30 degree swivel to the right; 2 in (51 mm)
retractable seat belt; Cup holder/storage tray
mounted on LH fender.

Gauges:

Engine water temperature; Converter oil
temperature; Fuel level; Tachometer/
hourmeter; Voltmeter.

Warning lights:

Air cleaner restriction; Alternator; A/C high
pressure; Cold start; Engine oil pressure
low; Hydraulic oil filter bypass; Parking brake
engagement; Low fuel; Water in fuel.

Audible alarms:

Coolant temperature; Engine oil pressure;
Parking brake engagement; Shuttle
engagement/seat position; Backup; Horn.

OPERATING WEIGHT

Configuration 1 – Lightest:

82 in (2.08 m) Standard bucket, 4WD,
19.5 L x 24.0 rear tires, ROPS canopy,
suspension seat, dual batteries, no operator:
11,134 lb (5 051 kg)

Configuration 2 – Heaviest:

82 in (2.08 m) 4 IN 1® bucket, 4WD,
19.5 L x 24.0 rear tires, enclosed cab,
suspension seat, dual batteries, no operator,
440 lb front weight, 3-point hitch, box scraper:
14,508 lb (6 581 kg)

Attachments:

82 in (2.08 m) buckets:	
4 IN 1®	1,451 lb (658 kg)
General purpose	686 lb (311 kg)
Box scraper	1,592 lb (722 kg)

Cab – over canopy 646 lb (293 kg)

Driveshaft guard 218 lb (99 kg)

Weights:

Counterweight	3,000 lb (1 360 kg)
Rear weight	500 lb (227 kg)
Front weight	440 lb (200 kg)

HYDRAULICS

Pump	Gear pump
Capacity	28.5 gal/min @ 3,000 psi (108 L/min @ 207 ba)

SERVICE CAPACITIES

Fuel tank	30 gal (114.0 L)
Hydraulic system:	
Total	72 qt (68.0 L)
Reservoir w/ filter	58 qt (55.0 L)
Reservoir w/o filter	56 qt (53.0 L)

Transmission:	
2WD – total	18 qt (17.0 L)
Reservoir	11 qt (10.4 L)
4WD – total	21 qt (20.0 L)
Reservoir	14 qt (13.2 L)

Front axle:	
Differential	5.8 qt (5.5 L)
Planetaries – each	0.7 qt (0.7 L)

Rear axle:	
Differential	14.4 qt (13.6 L)

Engine oil w/ filter	8.5 qt (8.0 L)
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Cooling system	18.3 qt (17.3 L)
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Turning radius - curb to curb, no bucket:

2WD:	
Brakes on	12 ft 2 in (3.70 m)
Brakes off	12 ft 10 in (3.91 m)

4WD – engaged:	
Brakes on	11 ft 7 in (3.52 m)
Brakes off	13 ft 9 in (4.18 m)

4WD – disengaged:	
Brakes on	12 ft 3 in (3.72 m)
Brakes off	12 ft 11 in (3.92 m)

OTHER SPECIFICATIONS

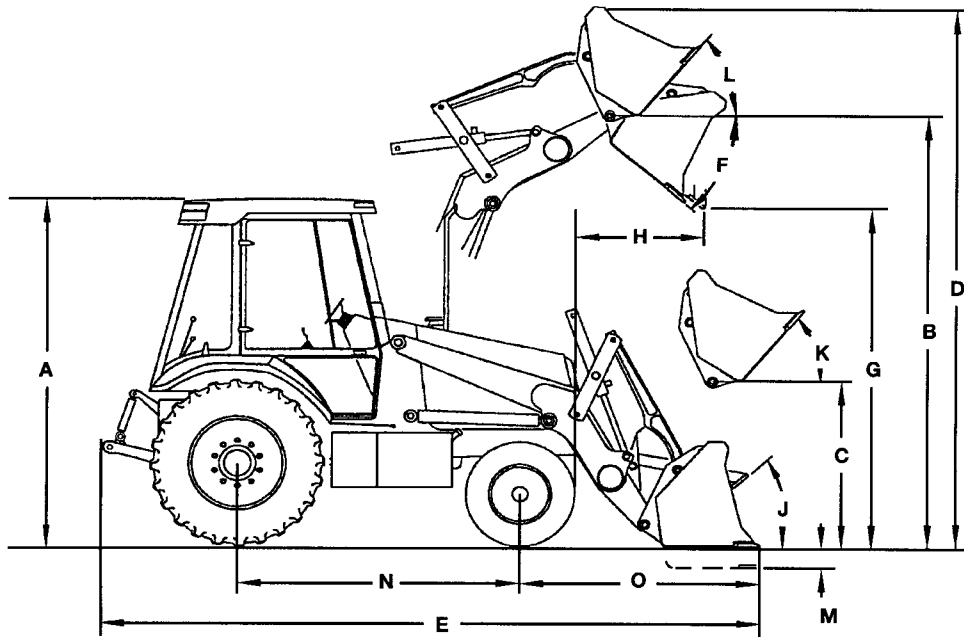
3-point hitch:
Category I & II 3-point hitch

Hydraulic lift, pitch, tilt and 2 auxiliary remotes

Vertical lift force:	
Lowest point	2,500 lb (11 121 N)
1/5	3,247 lb (14 444 N)
2/5	3,400 lb (15 125 N)
3/5	3,501 lb (15 574 N)
4/5	3,297 lb (14 666 N)
Highest point	2,984 lb (13 274 N)

Front tires:	
2WD – 11.0 L x 16.0, 10-ply rating	
4WD – 12.0 L x 16.5, 8-ply rating	

Rear tires:	
2/4WD – 19.5 L x 24.0, 10-ply rating	
2/4WD – 17.5 L x 24.0, 10-ply rating	



Line drawings are for illustrative purpose only and may not be exact representation of unit.

LOADER DIMENSIONS

	19.5 L x 24.0 Tires	17.5 L x 24.0 Tires
A. Height to:		
Top of canopy	9 ft 0 in (2.74 m)	8 ft 9 in (2.67 m)
Height to top of canopy – Low profile ROPS	8 ft 9 in (2.65 m)	8 ft 6 in (2.59 m)
Top of cab	9 ft 0 in (2.74 m)	8 ft 10 in (2.68 m)
	Long Lip Bucket	4 IN 1[®] Bucket
B. Bucket hinge pin fully raised	11 ft 3 in (3.41 m)	11 ft 3 in (3.41 m)
C. Bucket hinge pin at SAE carry	1 ft 1 in (0.33 m)	1 ft 3 in (0.37 m)
D. Overall operating height – fully raised	13 ft 8 in (4.17 m)	14 ft 3 in (4.35 m)
E. Overall length with 3-point hitch	16 ft 11 in (5.15 m)	16 ft 9 in (5.09 m)
Width over tires:		
11.0 L x 16.0	6 ft 8 in (2.02 m)	6 ft 8 in (2.02 m)
12.0 L x 16.5	6 ft 10 in (2.06 m)	6 ft 10 in (2.06 m)
19.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
17.5 L x 24.0	6 ft 10 in (2.07 m)	6 ft 10 in (2.07 m)
F. Dump angle at full height	46°	45°
G. Dump clearance at full height, 45° dump:		
Bucket	8 ft 8 in (2.63 m)	8 ft 11 in (2.71 m)
Clam open	—	9 ft 8 in (2.93 m)
H. Dump reach at full height, 45° dump:		
Bucket	2 ft 2 in (0.66 m)	2 ft 2 in (0.64 m)
Clam open	—	11.9 in (0.3 m)
Bucket rollback:		
J. at Groundline	40°	40°
K. at SAE carry	45°	45°
L. at Full height	Adjustable	Adjustable
M. Digging depth below grade:		
Bucket flat	7.5 in (0.19 m)	6.8 in (0.17 m)
Clam open – dozing	—	4.1 in (0.10 m)
Ground clearance at front axle	10.9 in (0.28 m)	10.9 in (0.28 m)
N. Wheelbase	7 ft 0 in (2.13 m)	7 ft 0 in (2.13 m)
O. Reach from front axle centerline – bucket on ground	6 ft 3 in (1.89 m)	6 ft 1 in (1.85 m)
Maximum clam opening	—	3 ft 3 in (0.97 m)
Moldboard height	—	3 ft 1 in (0.93 m)
Lift capacity to full height	6,503 lb (2 950 kg)	6,537 lb (2 965 kg)
Breakout force:		
Lift cylinders	9,271 lb (41 239 N)	8,766 lb (38 993 N)
Dump cylinders	9,607 lb (42 734 N)	10,325 lb (45 928 N)

NOTE: Loader dimensions taken with 4WD, 19.5 L x 24.0 rear tires and 82 in (2.08 m) general purpose bucket except as noted.

STANDARD EQUIPMENT

OPERATOR ENVIRONMENT

See page 1

ENGINE

FPT 3.4 L diesel
Cooled EGR
Diesel Oxidation Catalyst
Full flow engine oil filter
Air cleaner – replaceable dry type with radial seal
Radiator with de-aeration bottle
Antifreeze to -34° F (-37° C)
Foot throttle
Self adjusting belt
Fuel filter with water trap

OPTIONAL EQUIPMENT

OPERATOR ENVIRONMENT

Manual Ride Control
Comfort Steer
ROPS and FOPS certified protective canopy:
Short and standard height
ROPS certified cab with heater, defroster, front and rear wipers and floor mat
Cab Convenience Package containing:
Flip forward sun visor; Window washer – front and rear; Radio Ready kit, including wiring, speakers and DIN radio mounting; Deluxe Interior Package
Air-conditioning for cab models
Mechanical suspension seat:
With armrests – 15° and 30° swivel to the right; Cloth or vinyl; Adjustable seat height, backrest angle; Lumbar and thigh support
Wide seat belt – 3 in (75 mm)

ENGINE

Cold Weather Starting Aid
with dual 12 Volt batteries and glow plugs
Block heater
Master disconnect switch and remote jump-start terminals

DRIVETRAIN

Front axle, as selected:
2WD heavy-duty front axle with 11.0 L x 16.0 tires
4WD heavy-duty mechanically driven rear axle, with 12.0 L x 16.5 tires
Rear axle:
2/4WD heavy-duty outboard planetary drive, with 17.5 L x 24.0 tires
4F-4R Power Shuttle
Synchromesh transmission
Torque converter
On-the-go electric 4WD control
Electric F/R shuttle control
Electric differential lock control, with push-button activation; Located on the loader control lever and side console
Park brake, spring-applied, hydraulic release

TRACTOR

Chaff screen – dealer installed option
Auxiliary work lights:
2 front and 2 rear flood for tall canopy and cab
Canopy sun visor – tall canopy only
440 lb (200 kg) front counterweight
Hand throttle – electric
500 lb (227 kg) counterweight, bolted to hitch frame
5th spool auxiliary circuit for 3-point hitch valve
Tool portfolio of additional attachments
3-point hitch with 600 lb (272 kg) Plug in counterweight – cannot be used with PTO
Driveshaft guard
3,000 lb (1 360 kg) rear counterweight
Drawbar
Rear wheel weights 564 lb (256 kg)
PTO:
540 RPM, hydraulically powered rear PTO Ready. PTO hydraulic pump only, no motor

HYDRAULICS

Gear pump:
28.5 gal/min @ 3,000 psi (108 L/min @ 207 bar)
Heavy-duty hydraulic oil cooler
7 micron, spin on oil filter

LOADER

Bucket position indicator
Lifting lugs on standard bucket
Single lever control, with Self-Leveling and Return-to-Dig
Hand-operated clutch disconnects on loader and shift levers
Single lever 5-function loader control: Lift; Dump; Auxiliary function; Clutch cut-out; Differential-lock

LOADER

Auxiliary hydraulics for loader-mounted equipment
Hydraulic front quick coupler
Mechanical front quick coupler
Buckets – less teeth:
82 in (2.08 m) general purpose Long Lip, with bolt-on cutting edge – includes lift eyes
82 in (2.08 m) general purpose Long Lip, without bolt-on cutting edge – includes lift eyes
82 in (2.08 m) 4 IN 1[®], includes 3 Bolt-on cutting edges; Unit must be equipped with auxiliary loader hydraulics
93 in (2.36 m) light duty loader bucket
Loader linkage without loader bucket

OTHER

Tool box – bolt-on step-mounted
Special paint
Spare tires

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CASE Construction Equipment is biodiesel-friendly. NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating properly. Follow the product safety signs and use any safety features provided.

Form No. CCE201704570NEP
Replaces Form No. CCE201701570NEP

570N EP

Jun 28, 2023



CITY OF LATHROP
390 TOWNE CENTRE DR
LATHROP CA 95330,
Account # 54170

Attention: KEN REED

New Caterpillar Model: 299D3 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: **Need to order** SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS **CONTRACT #032119-CAT**

Reference #	Description of Material and Equipment	Reference #	Description of Material and Equipment
630-7396	299D3 CTL DCA6D	536-9738	SEAT,AIR SUSPENSION,CLOTH,HEAT
588-9140	CAB PACKAGE, ULTRA	586-1308	DOOR, CAB, POLYCARBONATE
357-0240	RUBBER BELT, 2 SPD, TF IDLERS	345-6180	STANDARD RADIO(12V),BLUETOOTH
389-7672	TRACK,RUBBER,450MM(17.7IN)BLCK	542-6994	3" SEAT BELT
512-4414	HYDRAULICS, PERFORMANCE, (H3)	465-3705	DISPLAY, ADVANCED, LCD, CAMERA
512-4115	CONTROL, ISO, PROP, WT	579-8782	FAN,COOLING, DEMAND, REVERSING
568-5612	BATTERY,EXTRA HEAVY DUTY, DISC	573-8121	PRODUCT LINK, CELLULAR PL641
495-1671	LIGHTS, LED	512-3401	QUICK COUPLER, HYDRAULIC
356-6082	REAR LIGHTS	563-1163	CERTIFICATION ARR, P65
512-3368	ROPS, ENCLOSED WITH A/C (C3)	568-4704	FILM,TWO SPEED W/HIGH FLOW XPS
512-4089	DEBRIS MGMT PKG, NONE (DM0)	279-5377	80" BUCKET-GP, BOCE

WARRANTY INFORMATION

Standard Warranty:	24 Months or 2,000 Hours
Extended Warranty:	60 Months or 2500 Hours Powertrain + Hydraulics + Tech
CSA	Dry Filters Parts Kit - 24 Months or 1000 Hours

Machine list price	\$133,000.86
Source well Discount 21% off Machine list price	\$27,930.18
Machine price after discount	\$105,070.68
Machine Prep, Freight, Fuel and Warranty	\$5,807.74
Ext Warranty	Included
Net Balance Due	\$110,878.42
Sales Tax (8.75%)	\$9,701.86
CSA	Included
After Tax Balance	\$120,580.28

F.O.B/TERMS: EMD - STOCKTON

STANDARD EQUIPMENT

POWERTRAIN -Cat C3.8 turbo aftercooled diesel engine --Gross horsepower per SAE J1349 -98 hp (73 kW) @ 2400 RPM --Electric fuel priming pump --Air inlet heater starting aid --Liquid cooled, direct injection -Air cleaner, dual element, radial seal -S-O-S sampling valve, hydraulic oil -Filter, cartridge type, hydraulic -Filters, canister type, fuel -and water separator -Radiator/hydraulic oil -cooler (side-by-side) -Spring applied, hydraulically released, -wet multi disc parking brakes -Hydrostatic transmission

UNDERCARRIAGE -Dual flange front idler -Single flange rear idler -Suspension - independent torsion axle(4) -Two speed motor

HYDRAULICS -ISO or H pattern controls: -Electro/hydraulic implement control -Electro/hydraulic hydrostatic -transmission control -Speed sensor guarding -

ELECTRICAL -12 volt electrical system -100 ampere alternator -Ignition key start / stop / aux switch -Lights: --LED work lights (2 front, 2 rear) --Gauge backlighting --Two rear tail lights --Dome light -Backup alarm -Electrical outlet, beacon

OPERATOR ENVIRONMENT -Operator warning system indicators: --Air filter restriction --Alternator output --Armrest raised / operator out of seat --Engine coolant temperature --Engine oil pressure --Air inlet heater activation --Hydraulic filter restriction --Hydraulic oil temperature --Park brake engages --Engine emission system -Gauges: DEF level, fuel level, -hour meter and tachometer -Storage compartment with netting -Ergonomic contoured armrest -Control interlock system, when operator -leaves seat or armrest raised : --Hydraulic system disables --Hydrostatic transmission disables --Parking brake engages -ROPS Cab, open, tilt up -FOPS, Level I -Top and rear windows -Floormat -Interior rear view mirror -12V electric socket -Horn -Hand (dial) & throttle electronic

FRAMES -Lift linkage, vertical path -Chassis, one piece welded -Machine tie down points (6) -Belly pan cleanout -Support, lift arm -Cast rear bumper -Ventilated rear door with integrated -sealing

OTHER STANDARD EQUIPMENT -Engine enclosure - lockable -Extended life antifreeze (-37C, -34F) -Work tool coupler -Hydraulic oil level sight gauge -Radiator coolant level sight gauge -Radiator expansion bottle -Cat ToughGuard TM hose -Heavy duty flat faced quick disconnects -with integrated pressure release -Split d-ring to route work tool hoses -along side of left lift arm -Variable speed hydraulic cooling fan -Per SAE J818-2007 and EN 474-3:2006 and -ISO 14397-1:2007

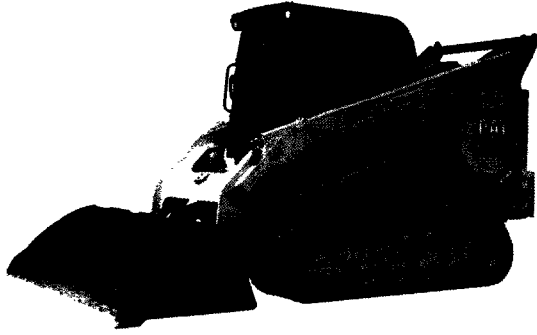
This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICE. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THE AGREEMENT.

Accepted by _____ Date, _____
(Please Print)

Signature _____

Sincerely,
Jason Hjelmstad
Territory Manager
Earth Moving Division
Holt of California
jhjelmstad@holtca.com
Cell 209-321-2831



Cat® 299D3

COMPACT TRACK LOADER

FEATURES:

The Cat® 299D3 Compact Track Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its standard, suspended undercarriage system provides superior traction, flotation, stability and speed to work in a wide range of applications and underfoot conditions. The 299D3 features the following:

- **Industry leading sealed and pressurized cab option** provides a cleaner and quieter operating environment with excellent Work Tool visibility.
- **Available high-back, heated, air ride seat with seat mounted adjustable joystick controls** makes Cat Compact Track Loaders the industry leader in operator comfort.
- **High performance power train** provides maximum performance and production capability through the Electronic Torque Management system, standard two speed travel and an electronic hand/foot throttle with decel pedal capability.
- **High Flow XPS hydraulic system** is available for applications that demand maximum hydraulic work tool performance.
- **Electronically controlled Cat C3.8 engine** provides high horsepower and torque while meeting U.S. EPA Tier 4 Final and EU Stage IV emission standards.
- **Cat "Intelligent Leveling" system** provides industry leading technology, integration, and available features such as dual direction self level, work tool return to dig and work tool positioner.
- **Standard fully independent torsion axle suspension** combined with the optional Speed Sensitive Ride Control system improves operation on rough terrain, enabling better load retention, increased productivity and greater operator comfort.
- **Maximize machine capability and control** with the standard Advanced Display providing on-screen adjustments for implement response, hystat response, and creep control, multi-language functionality with customizable layouts, security system, and rearview camera.
- **Ground level access** to all daily service and routine maintenance points helps reduce machine downtime for greater productivity.
- **Broad range of performance matched Cat Work Tools** make the Cat Compact Track Loader the most versatile machine on the job site.

Specifications

Engine

Engine Model	Cat C3.8 DIT (turbo)	
Gross Power SAE J1995	73 kW	98 hp
Net Power SAE 1349	71 kW	95 hp
Net Power ISO 9249	71 kW	95 hp
Peak Torque at 1,500 rpm SAE J1995	334 N·m	246 lbf·ft
Displacement	3.8 L	232 in ³
Stroke	120 mm	4.7 in
Bore	100 mm	3.9 in

Weights*

Operating Weight	5200 kg	11,464 lb
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*Operating Weight, Operating Specifications and Dimensions all based on 75 kg (165 lb) operator, all fluids, two speed, 2036 mm (80 in) low profile bucket, 400 mm (15.7 in) tracks, dual flange front idler/single flange rear idler, standard flow hydraulics, enclosed cab with glass door, side windows, heater, mechanical suspension seat, advanced display, 850 CCA battery, no optional counterweights and manual quick coupler (unless otherwise noted).

Power Train

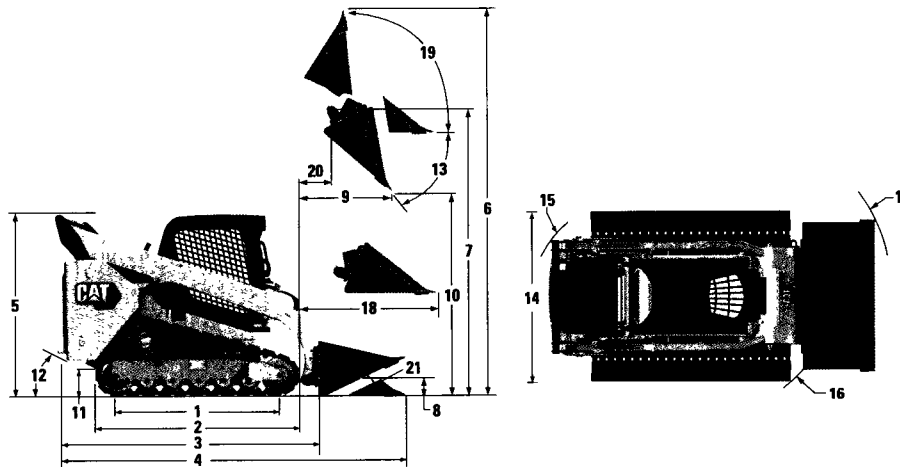
Travel Speed (Forward or Reverse):			
One Speed	8.4 km/h	5.2 mph	
Two Speed	13.5 km/h	8.4 mph	

Hydraulic System

Hydraulic Flow – Standard:			
Loader Hydraulic Pressure	23 000 kPa	3,335 psi	
Loader Hydraulic Flow	86 L/min	23 gal/min	
Hydraulic Power (calculated)	33 kW	44 hp	
Hydraulic Flow – High Flow XPS:			
Maximum Loader Hydraulic Pressure	28 000 kPa	4,061 psi	
Maximum Loader Hydraulic Flow	121 L/min	32 gal/min	
Hydraulic Power (calculated)	57 kW	76 hp	



299D3 Compact Track Loader



Dimensions*

1 Length of Track on Ground	1767 mm	69.6 in	12 Departure Angle	33°
2 Overall Length of Track	2270 mm	89.4 in	13 Maximum Dump Angle	54°
3 Length without Bucket	3189 mm	125.5 in	14 Vehicle Width (400 mm/15.7 in tracks)	1931 mm 76.0 in
4 Length with Bucket on Ground	3931 mm	154.7 in	Vehicle Width (450 mm/17.7 in tracks)	1981 mm 78.0 in
5 Height to Top of Cab	2125 mm	83.6 in	15 Turning Radius from Center – Machine Rear	1881 mm 74.0 in
6 Maximum Overall Height	4032 mm	158.7 in	16 Turning Radius from Center – Coupler	1476 mm 58.1 in
7 Bucket Pin Height at Maximum Lift	3208 mm	126.3 in	17 Turning Radius from Center – Bucket (racked)	2314 mm 91.1 in
8 Bucket Pin Height at Carry Position	180 mm	7.1 in	18 Maximum Reach with Arms Parallel to Ground	1319 mm 51.9 in
9 Reach at Maximum Lift and Dump	852 mm	33.6 in	19 Rack Back Angle at Maximum Height	81°
10 Clearance at Maximum Lift and Dump	2399 mm	94.5 in	20 Bucket Pin Reach at Maximum Lift	493 mm 19.4 in
11 Ground Clearance	245 mm	9.6 in	21 Roll Back Angle	25°

Operating Specifications*

Rated Operating Capacity:		
35% Tipping Load	1580 kg	3,480 lb
50% Tipping Load	2255 kg	4,970 lb
Rated Operating Capacity with Optional Counterweight		
Tipping Load	2380 kg	5,240 lb
Breakout Force, Tilt Cylinder	4520 kg	9,945 lb
Breakout Force, Lift Cylinder	3298 kg	7,270 lb
Ground Contact Area (400 mm/15.7 in track)	2795 kg	6,162 lb
Ground Contact Area (450 mm/17.7 in track)	1.41 m ²	2,184 in ²
Ground Pressure (400 mm/15.7 in track)	1.59 m ²	2,463 in ²
Ground Pressure (450 mm/17.7 in track)	36.4 kPa	5.3 psi
Ground Pressure (450 mm/17.7 in track)	32.1 kPa	4.7 psi

Cab

ROPS	ISO 3471:2008
FOPS	ISO 3449:2005 Level I

Service Refill Capacities

Cooling System	16 L	4.1 gal
Diesel Exhaust Fluid (DEF) Tank	19 L	5 gal
Engine Crankcase	13 L	3.5 gal
Fuel Tank	120 L	31.7 gal
Hydraulic System	55 L	14.5 gal
Hydraulic Tank	39 L	10.3 gal

Noise Level

Inside Cab**	83 dB(A)
Outside Cab***	104 dB(A)

- Cab and Rollover Protective Structures (ROPS) are standard in North America and Europe.

**The declared dynamic operator sound pressure levels per ISO 6396:2008. The measurements were conducted with the cab doors and windows closed and at 70% of the maximum engine cooling fan speed. The sound level may vary at different engine cooling fan speeds.

***The labeled sound power level for the CE marked configurations when measured according to the test procedure and conditions specified in 2000/14/EC.

Air Conditioning System (if equipped)

The air conditioning system on this machine contains the fluorinated greenhouse gas refrigerant R134a (Global Warming Potential = 1430). The system contains 0.81 kg of refrigerant which has a CO₂ equivalent of 1.158 metric tonnes.

299D3 Compact Track Loader

MANDATORY EQUIPMENT

- Hydraulics, Standard or High Flow XPS
- Quick Coupler, Mechanical or Powered
- High Visibility Seat Belt, 50 mm (2 in) or 75 mm (3 in)
- Steel Imbed Rubber Track – 400 mm (15.7 in) or 450 mm (17.7 in)
- Dual Flange Front Idler/Single Flange Rear Idler or Triple Flange Front/Rear Idlers

PERFORMANCE PACKAGE *(must select one of the following)*

- Performance Package H1: *Standard Flow (No Self Level)*
- Performance Package H2: *Standard Flow, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*
- Performance Package H3: *High Flow XPS, Dual Direction Electronic Self Level (Raise and Lower), Work Tool Return to Dig, Work Tool Positioner, and Electronic Snubbing (Raise and Lower)*

COMFORT PACKAGE *(must select one of the following)*

- Open ROPS (C0): *Static Seat (No Foot Throttle, Headliner, Heater or Door)*
- Open ROPS (C1): *Foot Throttle, Headliner, Cup Holder, and choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) (No Heater or Door)*
- Enclosed ROPS with Heater (C2): *Foot Throttle, Headliner, Heater and Defroster, Side Windows, Cup Holder, Radio Ready, choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) and Door (Glass or Polycarbonate)*
- Enclosed ROPS with A/C (C3): *C2 + Air Conditioner*

STANDARD EQUIPMENT

ELECTRICAL

- 12 volt Electrical System
- 100 ampere Alternator
- Ignition Key Start/Stop Switch
- Lights: *Gauge Backlighting, Two Rear Tail Lights, Two Rear Halogen Working Lights, Two Adjustable Front Halogen Lights, Dome Light*
- Backup Alarm
- Heavy Duty Battery, 850 CCA

OPERATOR ENVIRONMENT

- Gauges: *Fuel Level, DEF Level, Hour Meter*
- Operator Warning System Indicators: *Air Filter Restriction, Alternator Output, Armrest Raised/Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Air Inlet Heater Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature, Park Brake Engaged, Engine Emission System*
- Adjustable Vinyl Seat
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: *Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brake Engages*
- ROPS Cab, Open, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Interior Rearview Mirror
- 12 volt Electric Socket
- Horn
- Hand (Dial) Throttle, Electronic
- Adjustable Joystick Controls
- Advanced Display with Rearview Camera: *Full Color, 127 mm (5 in) LCD screen; Advanced Multi-operator Security System; On-screen Adjustments for Implement Response, Hystat Response and Creep Control*
- Storage Compartment with Netting

POWER TRAIN

- Cat C3.8, Turbo Diesel Engine, Meeting Tier 4 Final and Stage IV Emission Standards
- Air Cleaner, Dual Element, Radial Seal
- S-O-SSM Sampling Valve, Hydraulic Oil
- Filters, Cartridge-type, Hydraulic
- Filters, Canister-type, Fuel and Water Separator
- Radiator/Hydraulic Oil Cooler (side-by-side)
- Spring Applied, Hydraulically Released, Wet Multi Disc Parking Brakes
- Hydrostatic Transmission, Two Speed Travel
- Suspension – Independent Torsion Axles (4)

OTHER

- Engine Enclosure, Lockable
- Extended Life Antifreeze, -37° C (-34° F)
- Machine Tie Down Points (6)
- Support, Lift Arm
- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Radiator, Expansion Bottle
- Cat ToughGuard™ Hose
- Auxiliary, Hydraulics, Continuous Flow
- Heavy Duty, Flat Faced Quick Disconnects with Integrated Pressure Release
- Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- Electrical Outlet, Beacon
- Belly Pan Cleanout
- Variable Speed Demand Fan
- Product Link™ PL240, Cellular

299D3 Compact Track Loader

OPTIONAL ATTACHMENTS

- External Counterweights
- Beacon, Rotating
- Engine Block Heater – 120V
- Oil, Hydraulic, Cold Operation
- Paint, Custom
- Heavy Duty Battery, 850 CCA, with Battery Disconnect
- Heavy Duty Battery, 1,000 CCA, with Battery Disconnect
- Product Link PL641, Cellular
- Variable Speed Demand Fan with Reversing Functionality
- Speed Sensitive Ride Control
- Work Tool Return to Dig and Work Tool Positioner
- Bluetooth® Radio with Microphone (AM/FM/Weather Band Receiver with USB and Auxiliary Input Jack)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

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AEHQ8203-01 (08-2019)
Replaces AEHQ8203
(Am North, EU, APD, ANZP)





ATTACHMENT "G"

Jun 28, 2023

CITY OF LATHROP
390 TOWNE CENTRE DR
LATHROP, California 95330
Account # 54170

Attention: KEN REED

New Caterpillar Model: WT-SSL Work Tools with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: SERIAL NUMBER: YEAR: SMU:

ADDITIONAL SPECIFICATIONS CONTRACT #032119-CAT

Table with 4 columns: Reference #, Description of Material and Equipment, Reference #, Description of Material and Equipment. Row 1: 529-5820, PC310 COLD PLANER

WARRANTY INFORMATION

Standard Warranty: 12 months / unlimited hours

Summary table with 2 columns: Description, Amount. Rows include Work tool List price (\$36,694.00), Source well Discount 15% off (-\$5,504.10), Work tool Price after discount (\$31,189.90), Additional Holt of California Discount (-\$700.00), Net Balance Due (\$30,489.90), Sales Tax (8.75%) (\$2,667.87), After Tax Balance (\$33,157.77)

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

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Accepted by _____ Date, _____
(Please Print)

Signature _____

Sincerely,
Jason Hjelmstad
Territory Manager
Earth Moving Division
Holt of California
jhjelmstad@holtca.com
Cell 209-321-2831

**CITY MANAGER’S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2022/23

RECOMMENDATION: Adopt Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2022/23

SUMMARY:

Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible. As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections. After a thorough review, staff has determined \$193,475 to be uncollectible for FY 2022/23 as detailed in Table 1 below:

Table 1

Customer Account Type	FY 2021/22 Approved Write-Offs	FY 2022/23 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	\$56,601	\$180,434	218.87%	192
Miscellaneous Customers	25,662	13,041	(49.18%)	12
Totals	\$82,263	\$193,475		204

On March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19. That proclamation established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable and accessible water adequate for human consumption, cooking, and sanitary purposes. The Governor signed executive order N-42-20 on April 2, 2020 that established a moratorium on water service disconnections statewide.

The total uncollectible amount consist of past due balances that have accumulated since March 2020 when water service shut off was suspended due to the pandemic. In order to prevent large unpaid balances from accumulating, the City utilizes water shut off procedure on balances unpaid after 60 days. Water service shut offs resumed on October 18, 2022.

The recommended utility write-offs represent 0.85% of the annual water and sewer charges billed to customers in FY 2022/23. The utility write-off amount in FY 2022/23 has increased by \$123 thousand or 218.87% from the prior fiscal year.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

The recommended miscellaneous write-off amount of \$13,041 include charges rendered by: Finance, Animal Services, Community Development, Police, Parks & Recreation, and Public works. Charges include animal impound, unpaid business license and programming fees, court ordered restitution, materials/equipment, and checks returned for insufficient funds.

Even though these accounts will reflect as "written off" in the City's financial system, there are further collection measures in place to seek repayment. For instance, the collection agency will continue to pursue repayment efforts on these accounts and forward any recovered payments to the City.

Tonight staff is requesting Council's approval to write-off \$193,475 of uncollectible utility and miscellaneous charges.

BACKGROUND:

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

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

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

CITY MANAGER’S REPORT **PAGE 3**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Utility Customer Accounts

During FY 2022/23, Golden State Collections, LLC, received claims for further collection processed on 198 delinquent utility customer accounts totaling \$184,313. Of the \$184,313 assigned to Golden State Collections, LLC, the agency recovered \$4,658 from 27 customer accounts recorded on the current and prior year claims. This represents a 2.52% recovery rate (see Table 2) from the total referred. In addition, Table 2 includes accounts with balances of less than \$5, which are not assigned to the collection agency. During FY 2022/23, there were no accounts with a balance less than \$5.

Table 2.

Utility Customer Accounts	FY 2020/21	FY 2021/22	FY 2022/23
Total Utility Customers	8,266	9,379	9,895
Accounts Sent to Collection Agency	97	162	198
Amount Assigned to Collection Agency	\$42,081	\$56,601	\$184,313
Amount Recovered by Collection Agency	\$3,621	\$1,110	\$4,658
Recovery Rate	8.60%	1.96%	2.52%
Account < \$5.00	5	2	0
Total Write-Offs	\$42,081	\$56,601	\$180,433

The utility write-off amount in FY 2022/23 has increased by \$123 thousand or 218.87%. Of the 192 utility customer accounts, there are 84 residential accounts with past due balances of \$500 or more. These accounts total approximately \$144 thousand and makes up for 77.96 % of the overall utility write off amount. The high balances are attributed from the financial impacts of the COVID-19 pandemic on Lathrop residents.

During the pandemic, water service shut off was suspended across the state. The City utilizes the water shut off procedure to prevent customers from accumulating large past due balances. The City resumed water service shut offs in October 2022.

The City received funding from the State Water Resources Control Board (SWRCB) to assist residential and commercial customers who incurred utility debt as a result of the COVID-19 Pandemic. Residential and commercial customers with outstanding balances were conditionally eligible to have credits applied to their utility account. The credits were posted to all eligible, active and inactive, accounts. The recommended write off of \$180,433 for utility customers would be significantly higher if the SWRCB assistance funding was not available.

Staff will continue to re-enforce current programs that offers payment assistance, such as extending payment due date or granting payment arrangement, to utility customers carrying past due balances. In addition, the Finance Department conducts a review of all new customers prior to establishing service to ensure there are no outstanding balances.

CITY MANAGER'S REPORT **PAGE 4**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

Miscellaneous Customer Accounts

Miscellaneous customer accounts referred to collections for FY 2022/23 totaled \$13,041 from 12 accounts related to Animal Services, Public Works, and Parks and Recreation billings, as summarize in Table 3. Animal Services billings included emergency call costs, veterinary costs, impoundment, and shelter fees. Billings for Public Works included City property damages, material, and equipment replacement costs. Parks and Recreation billings included non-sufficient fund returned check fees and unpaid programming fees.

Table 3.

Miscellaneous Customer Accounts	Animal Services	Public Works	Parks & Rec	Misc.	FY 2022/23
Accounts Sent to Collection Agency	6	4	0	2	12
Amount Assigned to Collection Agency	\$1,013	\$5,378	\$0	\$6,650	\$13,041
Amount Recovered by Collection Agency	\$0	\$0	\$0	\$0	\$0
Accounts < \$5.00	-	-	-	-	-
Total Write-offs					\$13,041

REASON FOR RECOMMENDATION:

The Finance Department has conducted a thorough review of the utility and miscellaneous customer accounts and recommends \$193,529 to be considered uncollectible.

FISCAL IMPACT:

Decrease customer's outstanding balances due to uncollectible debt as follows:

Utility customer accounts:	\$ 180,434
Miscellaneous customer accounts:	<u>13,041</u>
Total amount of uncollectible accounts:	\$ 193,475

ATTACHMENTS:

- A. Resolution to Approve Write-Off of Uncollectible Utility and Miscellaneous Accounts for Fiscal Year (FY) 2022/23


CITY MANAGER'S REPORT **PAGE 5**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
UNCOLLECTIBLE UTILITY AND MISCELLANEOUS CUSTOMER ACCOUNTS

APPROVALS:



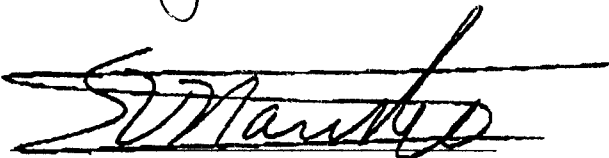
Chia Lor
Senior Accountant

07.28.23
Date



Cari James
Director of Finance

7/31/23
Date



Salvador Navarrete
City Attorney

7/31/2023
Date



Stephen J. Salvatore
City Manager

8.3.23
Date

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING THE WRITE-OFF OF UNCOLLECTIBLE UTILITY AND
MISCELLANEOUS CUSTOMER ACCOUNTS FOR FISCAL YEAR 2022/23**

WHEREAS, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) require municipalities to evaluate and write-off delinquent accounts that are deemed uncollectible; and

WHEREAS, As part of the annual audit process and in compliance with both GAAP and GASB requirements, the Finance Department has reviewed unpaid delinquent accounts assigned to collections; and

WHEREAS, After a thorough review, staff has determined \$193,475 to be uncollectible for FY 2022/23 as detailed in Table 1 below; and

Table 1

Customer Account Type	FY 2021/22 Approved Write-Offs	FY 2022/23 Recommended Write-Offs	Increase/ (Decrease) %	No. of Accounts to be Written-Off
Utility Customers (Residential and Commercial)	\$56,601	\$180,434	218.87%	192
Miscellaneous Customers	25,662	13,041	(49.18%)	12
Totals	\$82,263	\$193,475		204

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California as a result of the threat of COVID-19. That proclamation established policy of the State under Water Code section 106.3 that every human being has the right to safe, clean, affordable and accessible water adequate for human consumption, cooking, and sanitary purposes. The Governor signed executive order N-42-20 on April 2, 2020 that established a moratorium on water service disconnections statewide; and

WHEREAS, the total uncollectible amount consist of past due balances that have accumulated since March 2020 when water service shut off was suspended due to the pandemic. In order to prevent large unpaid balances from accumulating, the City utilizes water shut off procedure on balances unpaid after 60 days. Water service shut offs resumed on October 18, 2022; and

WHEREAS, the recommended utility write-offs represent 0.85% of the annual water and sewer charges billed to customers in FY 2022/23. The utility write-off amount in FY 2022/23 has increased by \$123 thousand or 218.87% from the prior fiscal year; and

WHEREAS, the recommended miscellaneous write-off amount of \$13,041 include charges rendered by: Finance, Animal Services, Community Development, Police, Parks & Recreation, and Public works. Charges include animal impound, unpaid business license and programming fees, court ordered restitution, materials/equipment, and checks returned for insufficient funds; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop approves the write-off of uncollectible accounts in the amount of \$180,434 in Utility Customers and \$13,041 in Miscellaneous Customers for Fiscal Year 2022/23.

The foregoing resolution was passed and adopted this 14th day of August, 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

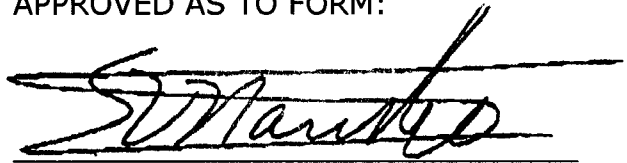
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ITEM 4.8

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE 2023 FACILITY FEE WAIVER
REQUEST FOR THE LATHROP LIONS CLUB

RECOMMENDATION: Adopt a Resolution Approving a Facility Fee Waiver request from the Lathrop Lions Club for the use of a Valverde Park shelter on October 21, 2023 to host a Breast Cancer Walk

SUMMARY:

Review and consider adoption of a resolution approving a facility fee waiver request from the Lathrop Lions Club for the use of a Valverde Park shelter in accordance with the City of Lathrop Fee Waiver Policy. Council approved a fee waiver request from the Lathrop Lions Club at the November 14, 2022 Regular Meeting. The Lathrop Lions Club submitted a new facility fee waiver request for the use of a Valverde Park shelter on October 21, 2023 to host a Breast Cancer Walk from 10:00 a.m. to 12:00 p.m. with an estimated attendance of 100 participants.

The Parks and Recreation Commission voted at their August 3, 2023 meeting to recommend City Council approval of the fee waiver request and found the request to be of public benefit, de minimis in nature and not subsidized from other facility fees.

BACKGROUND:

Staff receive requests for facility fee waivers from local organizations for the use of City facilities in support their local activities. Fourteen (14) facility fee waiver requests for the Lathrop Lions Club were approved by Council at the November 14, 2022 Regular Meeting. Recently, the Lathrop Lions Club submitted a new facility fee waiver for the use of a Valverde Park shelter on October 21, 2023 to host a Breast Cancer Walk from 10:00 a.m. to 12:00 p.m. with an estimated attendance of 100 participants.

RECOMMENDATION:

Staff recommends Council consider adopting a resolution to approve the Facility Fee Waiver requested by the Lathrop Lions Club.

FISCAL IMPACT:

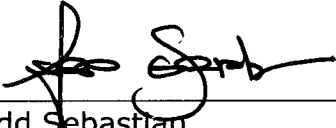
The fees associated with the facility fee waiver request total \$85.

ATTACHMENTS:

- A. Resolution approving a Facility Fee Waiver request from the Lathrop Lions Club for the use of a Valverde shelter on October 21, 2023 to host a Breast Cancer Walk
- B. Fee Waiver Calculations

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
LIONS CLUB FEE WAIVER**


APPROVALS:



Todd Sebastian
Director of Parks, Recreation and Maintenance Services

7.27.23

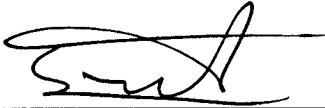
Date



Cari James
Finance Director

7/31/23

Date



Salvador Navarrete
City Attorney

7.27.2023

Date



Stephen J. Salvatore
City Manager

8-3-23

Date

RESOLUTION NO. 23 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
APPROVING A FACILITY FEE WAIVER REQUEST FROM THE LATHROP LIONS
CLUB FOR USE OF A VALVERDE PARK SHELTER ON OCTOBER 21, 2023 TO
HOST A BREAST CANCER WALK**

WHEREAS, the City received a facility fee waiver request from the Lathrop Lions Club for the use of a Valverde Park shelter in accordance with the City of Lathrop Fee Waiver Policy; and

WHEREAS, the Lathrop Lions Club submitted a Facility Fee Waiver request for the use of a Valverde Park on October 21, 2023 to host a Breast Cancer Walk from 10:00 a.m. to 12:00 p.m. with an estimated attendance of 100 participants.; and

WHEREAS, the Parks and Recreation Commission voted at their August 3, 2023 meeting to recommend City Council approval of the requested fee waiver request and found the request to be of public benefit, de minimis in nature and not subsidized from other facility fees.

NOW, THEREFORE, BE IT RESOLVED, that by the City Council of the City of Lathrop finds the request to be of public benefit, de minimis in nature and not subsidized from other facility fees does hereby approve the facility fee waiver for the use of a Valverde Park shelter on October 21, 2023 from 10:00a.m. to 12:00 p.m. with an estimated attendance of 100 participants in the amount of \$85.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

Lathrop Lions Club

Fee Calculations for 2023 Request for Use of Facilities

Facility	Month Rqstd	Dates Requested	Purpose	Total Hours	Rate/Day	Total Price
Valverde Park Shelter	October	10/21/2023	Breast Cancer Walk	4	\$ 85.00	\$ 85.00
TOTAL						\$85.00

City of Lathrop Staffing

Fee Calculations for 2023 Request Staff Time Associated with Fee Waiver Request

Event	Title	Hourly Rate	Hrs Rqstd	Total Hours	Rate/Day	Total Price
TOTAL						\$0.00

\$85.00

ITEM 4.9

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSE FOR FISCAL YEAR 2023-24

RECOMMENDATION: Adopt Resolution to Approve Annual Industrial Solid Waste License for Tony & Sons Trucking for Fiscal Year 2023-24

SUMMARY:

The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB939), has acknowledged that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste management. The process requires cities and other local agencies to implement plans for source reduction, reuse, and recycling as part of their integrated waste management practices.

In an effort to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License. The City's current industrial solid waste haulers are Delta Container Corporation (subsidiary of Allied Waste of San Joaquin County dba Republic Services, Inc.), Stockton Scavengers, and Ground Force Enterprises. Staff requests the approval of the annual industrial solid waste license for Tony and Sons Trucking.

BACKGROUND:

Lathrop Municipal Code 8.16.140, Section (A) requires any company who collects and removes industrial solid waste within the City of Lathrop to apply annually for an industrial solid waste removal license.

Tony and Sons Trucking will be required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

Tony and Sons Trucking have submitted their annual license application, fee, bonds, insurance, locations serviced, and their financial status report.

REASON FOR RECOMMENDATION:

To continue our efforts to meet the terms of the AB939 legislation, and continue implementing plans for source reduction, reuse, and recycling as part of our integrated waste management practices, staff recommends that City Council

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF INDUSTRIAL SOLID WASTE LICENSE**

PAGE 2

approve an Industrial Solid Waste Removal License for Tony and Sons Trucking.

FISCAL IMPACT:

Revenue received from this company will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

The license administration fee(s) in the sum of ninety-two dollars (\$92) received from the company will be deposited into Parks, Recreation, and Maintenance Services Administration account number 1010-30-01-341-01-01.

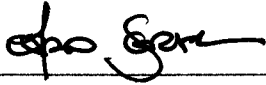
The annual license fee in the sum of two thousand five hundred dollars (\$2,500) received Tony and Sons Trucking will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

ATTACHMENTS:

- A. Resolution to Approve Annual Industrial Solid Waste License for Tony and Sons Trucking for Fiscal Year 2023-24
- B. Industrial Refuse Collection Application from Tony and Sons Trucking

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF INDUSTRIAL SOLID WASTE LICENSE**

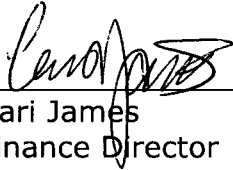
APPROVALS:



Todd Sebastian
Director of Parks, Recreation and
Maintenance Services

7/13/23

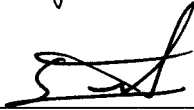
Date



Cari James
Finance Director

7/17/2023

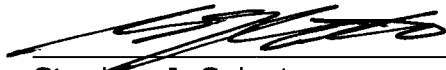
Date



Salvador Navarrete
City Attorney

7-12-2023

Date



Stephen J. Salvatore
City Manager

7.24.23

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR TONY AND SONS TRUCKING FOR FISCAL YEAR 2023-24

WHEREAS, Lathrop Municipal Code 8.16.140, Section (A) requires any company which collects and removes industrial solid waste within the City of Lathrop to annually apply for an industrial solid waste removal license; and

WHEREAS, the City's current haulers are Delta Container Corporation, Ground Force Enterprises, and Stockton Scavengers; and

WHEREAS, Staff requests the additional approval of the annual industrial solid waste license for Tony and Sons Trucking; and

WHEREAS, Tony and Sons Trucking will be required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and \$92 administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

WHEREAS, to continue our efforts to meet the terms of the AB939 legislation and continue implementing plans for source reduction, reuse, and recycling as part of their integrated solid waste management practices, staff recommends that City Council approve the Industrial Solid Waste Removal License for Tony and Sons Trucking; and

WHEREAS, the following monies received from this company will be deposited as follows:

- Annual gross receipt monies received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05;
- License administration fee in the sum of ninety-two dollars (\$92) will be deposited into Parks, Recreation, and Maintenance Services Administration account number 1010-30-01-341-01-01;
- Annual license fee in the sum of two thousand five hundred dollars (\$2,500) received will be deposited into the Franchise Tax-Solid Waste Industrial revenue account number 1010-15-10-319-05-05.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for FY 23-24 with Tony and Sons Trucking.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote:

AYES:

NOES:

ABSENT:

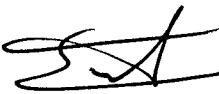
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney



Park, Recreation & Maintenance Services

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7370
www.ci.lathrop.ca.us

**INDUSTRIAL REFUSE COLLECTION
LICENSE APPLICATION**

COMPANY NAME: Tony & Sons Trucking, INC.

ADDRESS: _____

PHONE/FAX 209.601.0689

EMAIL: tonyandsons trucking @ gmail . com

The following license requirements are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.140 Industrial Solid Waste Removal – License Required.

	CHECK IF ENCLOSED
PROPOSED CUSTOMERS LIST (Names and Addresses):	<u>✓</u>
SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):	<u>✓</u>
NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):	<u>✓</u>
ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - OR- MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application)	<u>✓</u>
INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.I for Insurance Requirements):	<u>✓</u>
LICENSE FEE ENCLOSED (\$2,500)	<u>✓</u>
ADMINISTRATION FEE (\$92)	<u>✓</u>



Park, Recreation & Maintenance Services

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7370
www.ci.lathrop.ca.us

TYPE OF WASTE REMOVAL SERVICE:

Industrial Solid Waste

The following definitions are set forth by the City of Lathrop Municipal Code, Title 8 Health & Safety, Chapter 8.16 Garbage Collection & Disposal, Section 8.16.010 "Industrial solid waste" means solid waste originating from mechanized manufacturing facilities, factories, refineries and publicly operated treatment works.

APPLICANT SIGNATURES:

Tony Juy
SIGNATURE

07/10/2023
DATE

Antonio Lopez
PRINT NAME

President / CEO
TITLE

PROCESSED BY:

M. Stathakopoulos
SIGNATURE

7.12.23
DATE

MELISSA STATHAKOPOULOS
MANAGER
PARKS, RECREATION & MAINTENANCE SERVICES

APPROVED BY:

Todd Sebastian
TODD SEBASTIAN
DIRECTOR
PARKS, RECREATION & MAINTENANCE SERVICES

7/18/2023
DATE

Tony & Sons Trucking, Inc.

Proposed Customer List:

Tesla Inc.

Joel Naguit

700 D'Arcy Pkwy, Lathrop CA 95330

Tony & Sons Trucking, Inc.

Here at Tony & Sons Trucking, Inc. all our vehicles are all in compliance with California Air Resources Board compliant better known as (CARB compliant).

Below is the list of vehicles that we will be running.

2016 Freightliner SD114 Roll Off Truck

2012 Freightliner Cascadia Roll Off Truck

MERCHANTS
BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

LICENSE AND PERMIT BOND

Bond No. 100131790

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Antonio Lopez Jr dba Tony & Sons Trucking, Inc.,
of Stockton, State of California, as Principal,
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of
California, as Surety, are held and firmly bound unto
City of Lathrop, Obligee, in the penal
sum of Twenty Five Thousand Dollars (\$25,000.00) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed
Waste Hauler - Compliance Only
390 Towne Centre Drive, Lathrop CA 95330
by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation
to be void, otherwise to remain in full force and effect for a period commencing on the 3rd day of
July, 2023, and ending on the 3rd day of July,
2026, unless renewed by Continuation Certificate.

This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent
acts or omissions of the Principal.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Obligee
named herein.

Dated this 5th day of July, 2023

Antonio Lopez Jr dba Tony & Sons Trucking, Inc. Principal

Countersigned (if required):

Antonio Lopez Jr Principal

By: _____

Merchants Bonding Company (Mutual)
By: Sharon Smith
Sharon Smith, Attorney-in-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Sharon Smith

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Authority is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

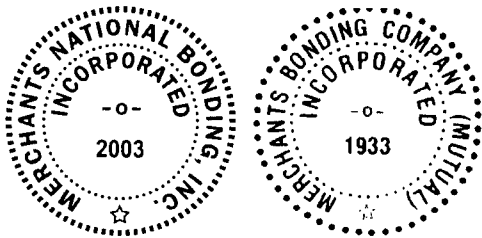
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

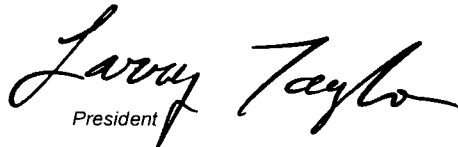
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of July, 2023.

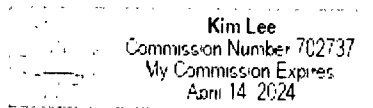


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of July, 2023, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

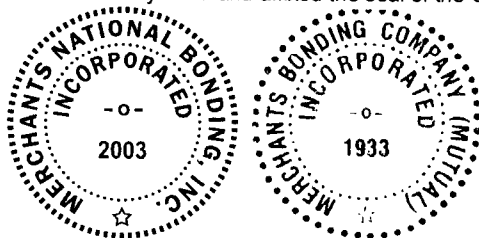



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of July, 2023.




Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Services, LLC 5 Sierra Gate Plaza Roseville CA 95678		CONTACT NAME: Daniel Sanchez PHONE (A/C, No, Ext): 916-609-8483 FAX (A/C, No): 916-784-8116 E-MAIL ADDRESS: dsanchez@iwins.com	
INSURED Tony & Sons Trucking, Inc. PO BOX 1011 French Camp CA 95231		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Scottsdale Insurance Co. 41297 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** 669154670 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7825604	7/7/2023	7/7/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as additional insured.

CERTIFICATE HOLDER **CANCELLATION**

City of Lathrop, its officers, and all employees 390 Towne Centre 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 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
CITY OF LATHROP, ITS OFFICERS AND ALL EMPLOYEES	VARIOUS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Progressive Insurance		NAMED INSURED TONY & SONS TRUCKING, INC 3523 WILMINGTON WAY STOCKTON, CA 95219	
POLICY NUMBER 007763840		EFFECTIVE DATE: 03/28/2023	
CARRIER Progressive Express Ins	NAIC CODE 10193		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$15,000/\$30,000

Description of Location/Vehicles/Special Items

Scheduled autos only	
2012 FRHT 125 1FUJGEDR5CSBM1575	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
2015 FRHT SD4 1FVMG3DV9FHGP9868	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded w/Waiver
2023 FORD F150 1FTFW1RG9PFB48041	
Comprehensive	\$1,000 Ded
Collision	\$1,000 Ded
Rental Reimbursement	\$40 Per Day (\$1200 Max)
Roadside Assistance	Selected

Liability coverage may not apply to all scheduled vehicles.

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ITEM 4.10

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 1 WITH MIG INC. TO UPDATE THE ADA SELF-EVALUATION AND TRANSITION PLAN**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 1 with MIG Inc. to update the ADA Self-Evaluation and Transition Plan**

SUMMARY:

On May 3, 2023, the City and MIG Inc. entered into a Professional Services Agreement (PSA) to prepare and update the City's ADA Self-Evaluation and Transition Plan for a total cost of \$74,990. Upon reviewing the list of facilities provided to MIG Inc. (MIG) it was discovered that there were additional sites that should be included in their scope of work.

This item is being presented to Council for approval because the initial PSA of \$74,990 and the proposed Amendment No. 1 of \$5,300, brings the total to \$80,290, which exceeds the City Manager's signing limit of \$74,999. Therefore, staff request Council approve Amendment No. 1 with MIG, in the amount of \$5,300 to complete this project. Sufficient funds have been allocated in FY 23/24 approved budget.

BACKGROUND:

Congress enacted the Americans with Disabilities Act (ADA) in 1990 requiring local governments to provide equal access to civic facilities, services, programs and activities for individuals with disabilities. An updated ADA Self-Evaluation and Transition Plan for the City is needed to survey existing facilities and to identify procedures and establish a schedule for achieving compliance with ADA requirements. In addition, Title 24 of the California Government Code specifies that all buildings, structures, sidewalks, curbs, and related facilities constructed in California with State, county or municipal funds, to be accessible and usable by persons with disabilities.

REASON FOR RECOMMENDATION:

Update to the City of Lathrop ADA Self Evaluation and Transition Plan is needed for the City to comply with ADA requirements. Staff request Council approve Amendment No. 1, with MIG for a total cost of \$5,300.

FISCAL IMPACT:

Sufficient funds have been allocated in FY 23/24 approved budget.

CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 1 WITH MIG INC. TO UPDATE THE ADA SELF-EVALUATION AND TRANSITION PLAN

PAGE 2

ATTACHMENTS:

- A. Adopt Resolution Approving Amendment No. 1 with MIG Inc. to update the ADA Self-Evaluation and Transition Plan
- B. Amendment No. 1 with MIG, Inc., to update the ADA Self-Evaluation and Transition Plan

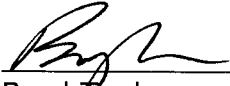
CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 1 WITH MIG INC. TO UPDATE THE ADA SELF-EVALUATION AND TRANSITION PLAN

APPROVALS:



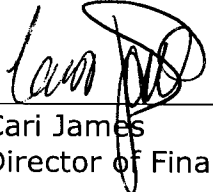
Carlos Carrillo
Management Analyst

7/20/2023
Date



Brad Taylor
City Engineer

8/3/2023
Date



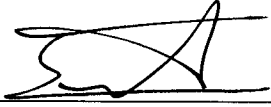
Cari James
Director of Finance

7/25/2023
Date



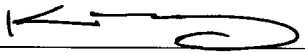
Michael King
Assistant City Manager

7.20.2023
Date



Salvador Navarrete
City Attorney

7.24.2023
Date

 FOR

Stephen J. Salvatore
City Manager

8-7-2023
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH MIG INC. TO UPDATE THE ADA SELF-EVALUATION AND TRANSITION PLAN

WHEREAS, Congress enacted the Americans with Disabilities Act (ADA) in 1990 requiring local governments to provide equal access to civic facilities, services, programs and activities for individuals with disabilities; and

WHEREAS, on May 3, 2023, the City and MIG Inc. entered into a Professional Services Agreement (PSA) to prepare and update the City's ADA Self-Evaluation and Transition Plan for a total cost of \$74,990; and

WHEREAS, upon reviewing the list of facilities provided to MIG Inc. (MIG) it was discovered that there were an additional sites that should be included to their scope of work; and

WHEREAS, this item is being presented to Council for approval because the initial PSA of \$74,990 and the proposed Amendment No. 1 of \$5,300, brings the total to \$80,290, which exceeds the City Manager's signing authority of \$74,999; and

WHEREAS, sufficient funds have been allocated in FY 23/24 approved budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 1 with MIG, Inc. in the amount of \$5,300 to finalize the plan and update the City's ADA Self-Evaluation and Transition Plan.

The foregoing resolution was passed and adopted this 14th day of August 2023, 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
MIG INC. DATED MAY 3, 2023

TO CONTINUE TO UPDATE THE CITY OF LATHROP ADA
SELF-EVALUATION AND TRANSITION PLAN

THIS AMENDMENT (hereinafter "AMENDMENT NO. 1") to the agreement between MIG, Inc. and the City of Lathrop dated May 3, 2023, (hereinafter "AGREEMENT") dated for convenience this **14th day of August 2023**, is by and between **MIG, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide ADA Self Evaluation and Transition Plan services, which are required by this agreement; and

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

WHEREAS, on May 3, 2023, CONSULTANT and CITY entered into an AGREEMENT to provide an update to the ADA Evaluation and Transition Plan, in the amount not to exceed \$74,990; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 for additional services needed to update the City of Lathrop ADA Evaluation and Transition Plan; and

WHEREAS, CONSULTANT is willing to render such ADA Self Evaluation and Transition Plan 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 ADA Self Evaluation and Transition Plan services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated May 3, 2023. 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 **\$5,300** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1, with a total sum not to exceed of \$80,290 (\$74,990 for the original AGREEMENT, and \$5,300 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 14, 2023**, and it shall terminate no later than **June 30, 2024**. 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 3, 2023 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

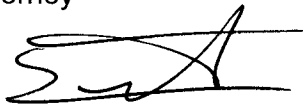
(5) Signatures

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 – MIG, INC.
AMENDMENT NO. 1 TO CONTINUE TO UPDATE THE CITY OF LATHROP ADA SELF-EVALUATION AND TRANSITION PLAN

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7.24.2023

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:

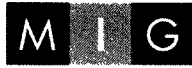
MIG, Inc.
506 SW 6TH Avenue, #400
Portland, OR 97204
Phone: (510) 845-7549

Federal ID # _____
Lathrop Business License # **20235**

Signature

Date

Print Name and Title



July 19, 2023

Carlos Carrillo
Management Analyst II
City of Lathrop | Public Works Department
390 Towne Centre Drive, Lathrop, CA 95330

RE: City of Lathrop Updated ADA Transition Plan Request for Additional Services

Dear Carlos,

Thank you again for the opportunity to provide ADA planning services for the City of Lathrop. MIG based our initial assumptions to prepare the City's ADA Transition Plan on the facility list provided by the City. During our project kick-off meeting on May 17, 2023, the City identified additional facilities that should also be included in MIG's facility evaluation. The following provides an overview of services in addition to our original scope and fee necessary to complete this project.

Adjusted Scope and Fee


The City is requesting to add five additional sites that require evaluation. These include Lathrop Elementary, Joseph Widmer Elementary School, Mossdale Elementary School, Lathrop High School, and Rotary Park. In our initial estimate we had planned an average of 2.5 hours on site per facility, plus time for travel to and from Lathrop yielding three tightly-packed evaluation weeks (split among multiple staff).

With the addition of these sites to the inventory, we estimate an additional 16 hours to our evaluations schedule which would require an additional trip for facility evaluations.

Upon the City's approval, MIG requests a total of \$5,300 to be added to the current project budget to account for additional facility evaluations. The total includes \$3,900 in labor and \$1,400 in direct costs and travel expenses. This increases our total budget to \$80,290.

We appreciate the opportunity to support the City and look forward to continuing our work in support of this important project. If you agree to the additional services request, please return a signed copy of this letter, and please feel free to contact me with questions or additional information needed.

Sincerely,



Jon Pheanis, AICP

Principal | Director of Portland Operations

City of Lathrop Signature

Date

Name

ITEM 4.11

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE FINAL MAP AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 95 LOTS IN TRACT 4151 WITHIN THE MOSSDALE VILLAGE AREA

RECOMMENDATION: Adopt Resolution Approving Final Map for Tract 4151 within the Mosssdale Village Area, Totaling 95 Single Family Lots and Subdivision Improvement Agreement with D.R. Horton BAY, Inc.

SUMMARY:

D.R. Horton BAY, Inc. (DRH) is in contract to purchase property located at the southwest corner of Sadler Oak Drive & Golden Valley Parkway within the Mosssdale Village area ("Property") and requests Council approval of Final Map for Tract 4151 prior to its purchase of the Property. The current owners approve of the processing of the Final Map as stated in their Purchase and Sale Agreement with DRH. The proposed Final Map for Tract 4151, included as Attachment "C", will subdivide 19.98 acres establishing a total of 95 single-family residential lots. A Vicinity Map is included as Attachment "B".

Staff recommends that the City Council approve the proposed Final Map for Tract 4151 within the Mosssdale Village Area, totaling 95 single-family lots and a Subdivision Improvement Agreement (SIA) with DRH, included as Attachment "D".

BACKGROUND:

On October 14, 2022, City Council approved the Vesting Tentative Map 22-100 (VTM-22-100) to create 85 residential lots and 3.5 acres of park on 19.98 acres of land. On June 6, 2023, the Community Development Director made a finding of substantial conformance for VTM-22-100, which increased the lot count from 85 to 95, reduced the park size by one (1) acre, and extended the "Street B" by approximately 120 feet. The land for the proposed Final Map for Tract 4151 is within the geographic boundaries of VTM-22-100.

Staff received a request from DRH to process the Final Map for Tract 4151. DRH is anticipated to complete its purchase of the Property 10 days after approval of Final Map for Tract 4151 and develop the site. DHR has acquired current owner's permission to pursue Final Map approval on Property.

Pursuant to the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The SIA is contingent on DRH providing the City with proof of ownership of Property within 2 months of Final Map approval.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SIA FOR 95 LOTS IN TRACT 4151 WITHIN
THE MOSSDALE VILLAGE AREA

The total estimated cost of the onsite subdivision improvements for Tract 4151 is \$3,645,800. Performance and labor & material securities have been provided to the City with the proposed SIA in the amount of:

Improvement Total:	\$3,645,800
Performance Bond (150% of Unfinished Improvements)	\$5,468,700
Labor & Material Bond (50% of Performance Bond)	\$2,734,350

The SIA also guarantees funding for future Golden Valley Parkway improvements, construction of the Neighborhood Park through a future encroachment permit, and the construction of improvements for Sadler Oak Drive through a future encroachment permit separate from the aforementioned Neighborhood Park.

As required by the SIA, DRH shall establish a Community Facility District (CFD) for Tract 4151 prior to issuance of first building permit within the Final Map area to fund any future maintenance and operating costs of anticipated improvements.

On the July 10, 2023, City Council approved the Wastewater Treatment Capacity Transfer Agreement, allowing the transfer of wastewater treatment capacity from South Lathrop Land, LLC, to DRH, contingent on the approval of the Final Map for Tract 4151.

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, DRH will be required to provide a one (1) year warranty bond.

DRH must satisfy the Escrow Instructions, included as Attachment "E", by depositing necessary sums and required security to guarantee the payment of all fees and execution of the documents related to the SIA.

REASON FOR RECOMMENDATION:

DRH has fulfilled the requirements of the Lathrop Municipal Code Chapter 16.16 as listed below:

Documents	Status
1. Final Map ready for signature	Received
2. Subdivision Improvement Agreement	Received
3. Faithful Performance and Labor & Materials Security	Received
4. Street Improvement, Landscape, Light & Joint Trench Plans, Traffic Signal Plans	Received
5. Geotechnical Report	Received

CITY MANAGER’S REPORT **PAGE 3**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SIA FOR 95 LOTS IN TRACT 4151 WITHIN
THE MOSSDALE VILLAGE AREA

6. Allocation of Water and Sewer capacity documents	To be provided in escrow
7. Escrow Instructions	Received
Fees	Status
1. Final Map plan check fee	Paid
2. Improvement Plans - Plan check and inspection fees	Paid
3. Sierra Club Settlement fee	To be paid in escrow
4. Funding for Golden Valley Parkway Improvements and Traffic Signal	To be paid in escrow

FISCAL IMPACT:


There is no fiscal impact to the City because all costs to prepare property entitlements are paid by the developer and the City’s future maintenance and operating costs for the future public improvements will be paid by the future CFD that is required pursuant to the SIA.

ATTACHMENTS:

- A. Resolution Approving Final Map for Tract 4151 within the Mossdale Village Area, Totaling 95 Single Family Lots and Subdivision Improvement Agreement with D.R. Horton BAY, Inc.
- B. Vicinity Map – Tract 4151
- C. Draft Final Map - Tract 4151
- D. Subdivision Improvement Agreement with D.R. Horton BAY, Inc. for Final Map Tract 4151
- E. Escrow Instructions – Final Map 4151

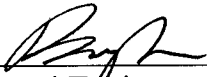
CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF FINAL MAP AND SIA FOR 95 LOTS IN TRACT 4151 WITHIN
THE MOSSDALE VILLAGE AREA

APPROVALS



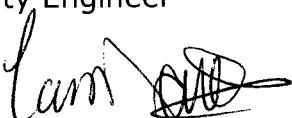
Bellal Nabizadah
Assistant Engineer

7/31/23
Date



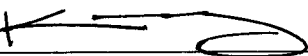
Brad Taylor
City Engineer

7/31/2023
Date



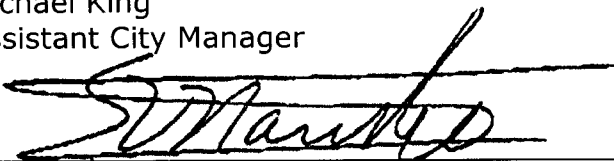
Cari James
Finance Director

7/31/2023
Date



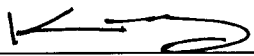
Michael King
Assistant City Manager

7.31.2023
Date



Salvador Navarrete
City Attorney

8/1/2023
Date



Stephen J. Salvatore
City Manager

8.9.2023
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING FINAL MAP FOR TRACT 4151 WITHIN THE MOSSDALE VILLAGE AREA, TOTALING 95 SINGLE FAMILY LOTS AND SUBDIVISION IMPROVEMENT AGREEMENT WITH D.R. HORTON BAY, INC.

WHEREAS, on October 14, 2022, City Council approved the Vesting Tentative Map 22-100 (VTM-22-100) to create 85 residential lots and 3.5 acres of park on 19.98 acres of land; and

WHEREAS, on June 6, 2023, the Community Development Director made a finding of substantial conformance for VTM-22-100, which increased the lot count from 85 to 95, reduced the park size by one (1) acre, and extended the "Street B" by approximately 120 feet; and

WHEREAS, the land for the proposed Final Map for Tract 4151 ("Property") is within the geographic boundaries of VTM-22-100; and

WHEREAS, staff received a request from D.R. Horton BAY, Inc. (DRH) to process the Final Map for Tract 4151. DRH is anticipated to complete its purchase of the Property 10 days after approval of Final Map for Tract 4151 and develop the site. DRH has acquired current owner's permission to pursue Final Map approval on Property; and

WHEREAS, as required by the Lathrop Municipal Code Chapter 16.16, all final maps must include a Subdivision Improvement Agreement (SIA) to guarantee specific offsite and onsite improvements. The SIA is contingent on DRH providing the City with proof of ownership of Property within 2 months of Final Map approval; and

WHEREAS, performance and labor & material securities have been provided with the proposed SIA for Tract 4151 that guarantee the onsite subdivision improvements for Tract 4151, in the amount as follows

Improvement Total:	\$3,645,800
Performance Bond (150% of Unfinished Improvements)	\$5,468,700
Labor & Materials Bond (50% of Performance Bond)	\$2,734,350

;and

WHEREAS, the SIA also guarantees funding for future Golden Valley Parkway improvements, construction of the Neighborhood Park through a future encroachment permit, and the construction of improvements for Sadler Oak Drive through a future encroachment permit separate from the aforementioned Neighborhood Park; and

WHEREAS, as required by the SIA, DRH shall establish a Community Facility District (CFD) for Tract 4151 prior to issuance of first building permit within the Final Map area to fund any maintenance and operating costs for anticipated improvements; and

WHEREAS, on the July 10, 2023, City Council approved the Wastewater Treatment Capacity Transfer Agreement, allowing the transfer of wastewater treatment capacity from South Lathrop Land, LLC, to DRH, contingent on the approval of the Final Map for Tract 4151.

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, (DRH) will be required to provide a one (1) year warranty bond; and

WHEREAS, DRH must satisfy the Escrow Instructions, included as Attachment "D" to the City Manager's Report that accompanied this Resolution, by depositing necessary sums and required security to guarantee the payment of all fees and execution of the documents related to the SIA; and

WHEREAS, there is no fiscal impact to the City because all costs associated with this entitlement are paid by the developer and the City's maintenance and operating costs for the future public improvement will be paid by the future CFD that is required pursuant to the SIA.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lathrop that approves the following contingent on DRH taking ownership of the subject property within 2 months of the date of this action:

1. The Final Map for Tract 4151 and is hereby approved as submitted for recordation with the San Joaquin County Assessor/Recorder/County Clerk Office subject to the D.R. Horton BAY, Inc.'s completion of requirements of the escrow instructions.
2. The proposed Subdivision Improvement Agreement with D.R. Horton BAY Inc. and related documents, including herein-referenced escrow instructions attached to the City Manager's Report that accompanied this Resolution, in substantially the form as attached to the August 14, 2023 staff report.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 14th day of August 2023 by the following vote:

AYES:

NOES:

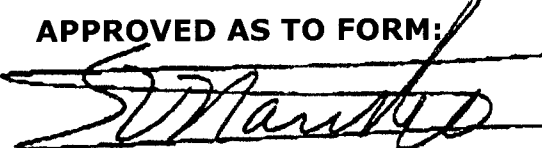
ABSTAIN:

ABSENT:

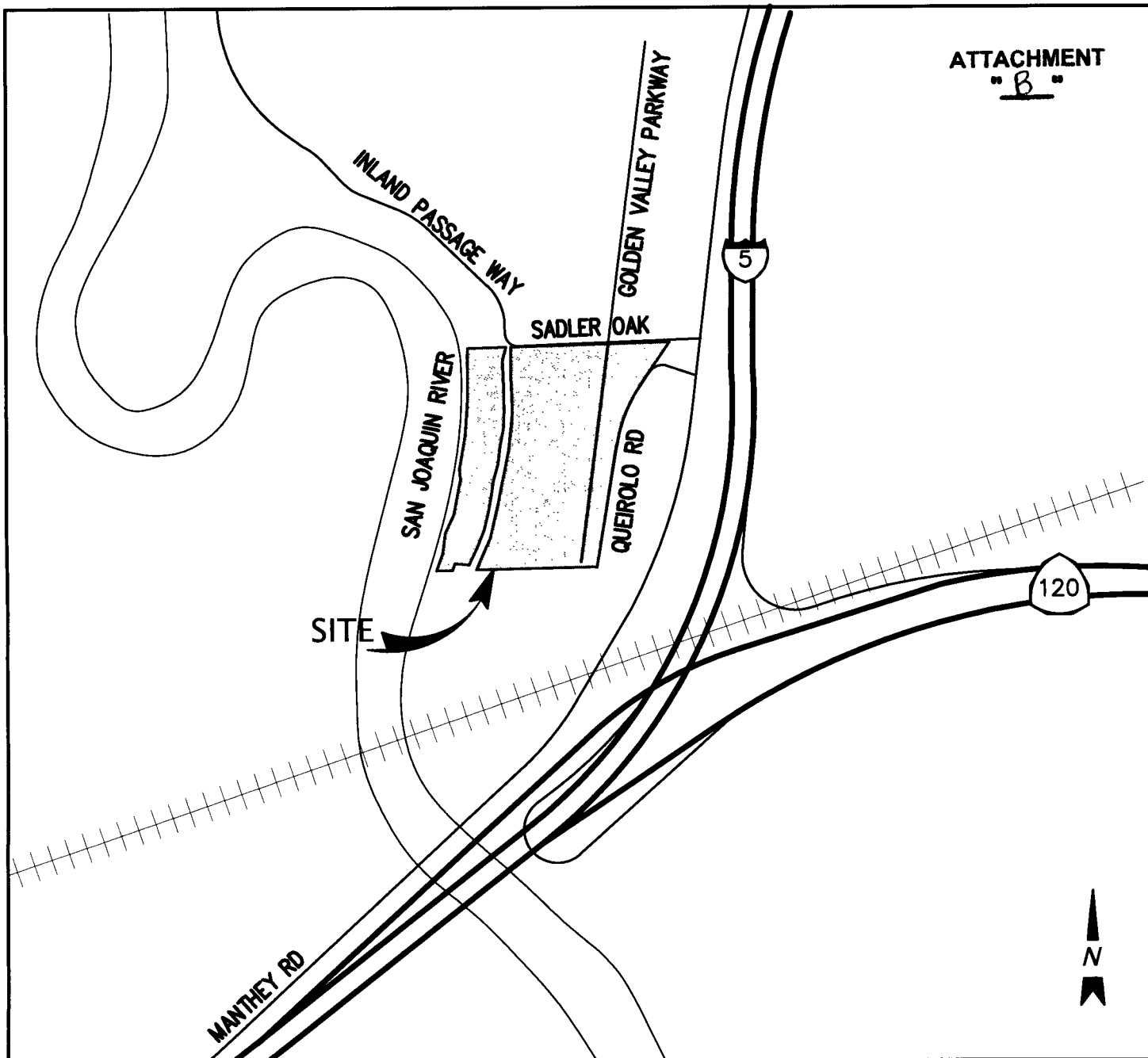
Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney



VICINITY MAP

NOT TO SCALE



KIER+WRIGHT

3350 Scott Boulevard, Building 22
Santa Clara, California 95054

Phone: (408) 727-6665
www.kierwright.com

DRAFT

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE LAND DESCRIBED IN THE TENTATIVE SUBDIVISION MAP ENTITLED "TRACT NO. 4151" CONSISTING OF EIGHT (8) SHEETS, AS SHOWN ON THE ATTACHED TENTATIVE SUBDIVISION MAP...

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES. THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "SAULER ONLY DRIVE," "EAGLES NEST LANE," "SOARING DRIVE," "ORILLA STREET," "WATERFRONT WAY," "INLAND PASSAGE WAY," "RIVER WALK PLACE" AND "GOLDEN VALLEY PARKWAY," ALL AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, CONDUITS AND UNDER THE STRIPS OF LAND SHOWN UPON THIS FINAL MAP MARKED AS (P.U.E.), "PUBLIC UTILITIES EASEMENT"

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN WALL(S) ON THE STRIPS OF LAND SHOWN UPON THIS FINAL MAP MARKED AS (W.E.), "WALL EASEMENT"

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS' RIGHT OF ACCESS TO LOTS 1-29 & 55-58, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [---] AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES. PUBLIC PARK PARCEL E FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

OWNER: D.R. HORTON BAY, INC., A DELAWARE CORPORATION

BY: _____ BEFORE ME, _____ NOTARY PUBLIC

PRINT NAME: _____

TITLE: _____

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA COUNTY OF SAN JOAQUIN

PERSONALLY APPEARED _____ BEFORE ME, _____ NOTARY PUBLIC WHO PROVED TO ME ON A BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES. THE PERSONS 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

DATE: _____ DAY OF _____ 2023

SIGNATURE: _____

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL OCCUPY THE POSITIONS INDICATED WITHIN 6 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: _____ DAY OF _____ 2023

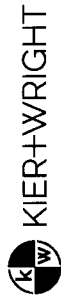
RICHARD JAMES HICKENBOTTOM, P.L.S. 8654



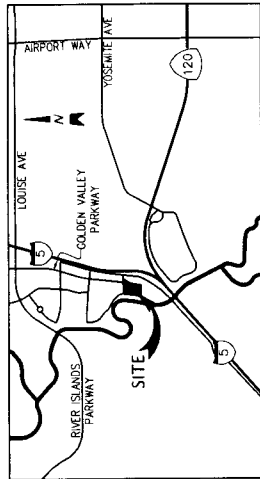
TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON _____ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA, AUGUST, 2023

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA



2850 Collier Canyon Road Livermore, CA 94551 Phone: (925) 245-9288 www.kierwright.com



VICINITY MAP NOT TO SCALE

SHEET KEY:

- SHEET 1 OVERALL MAP & NOTES
SHEET 2 NORTHWEST LOTS
SHEET 3 NORTHEAST LOTS
SHEET 4 SOUTHWEST LOTS
SHEET 5 SOUTHWEST LOTS
SHEET 6 LINE, CURVE AND LOT AREA TABLES
SHEET 7 PARCEL AREA TABLES
SHEET 8

SIGNATURE OMISSIONS: SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

Table with columns: NAME, RECORDED, DOC. NO., NATURE OF INTEREST. Includes entries for Reclamation District No. 17, Liberty-Corona-Ford Glass Company, Reclamation District No. 17, Sacramento and San Joaquin Drainage District, Sierra and San Francisco Power Company, Pacific Gas & Electric, State of California, Sacramento and San Joaquin Drainage District, Crossroads Ventures.

CITY ENGINEER'S STATEMENT:

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS TENTATIVE SUBDIVISION MAP ENTITLED "TRACT NO. 4151" CONSISTING OF EIGHT (8) SHEETS, AS SHOWN ON THE ATTACHED TENTATIVE SUBDIVISION MAP...

DATE: _____ DAY OF _____ 2023

BRAD R. TAYLOR, R.C.E. 92823

CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I, DARREY ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION SHOWN HEREON COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS MAP IS TECHNICALLY CORRECT.

DATE: _____ DAY OF _____ 2023

DARREY ALEXANDER, P.L.S. 5071

LAND SURVEYOR



SECRETARY OF THE PLANNING COMMISSION'S STATEMENT:

THIS MAP CONFORMS TO VESTING TENTATIVE SUBDIVISION MAP NO. 2019-22-100 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 22-5187.

RICHARD CAQUATI, COMMUNITY DEVELOPMENT DIRECTOR

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 ENCLOSED MAP ENTITLED "TRACT NO. 4151" CONSISTING OF EIGHT (8) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 2023, AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASS AND ADOPT AT SAID MEETING, APPROVE SAID MAP AND AUTHORIZE ITS RECORDED AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1-29 & 55-58, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL [---] AS SHOWN ON THIS FINAL MAP...

RIGHT-OF-WAY COVER THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS "SAULER ONLY DRIVE," "EAGLES NEST LANE," "SOARING DRIVE," "ORILLA STREET," "WATERFRONT WAY," "INLAND PASSAGE WAY," AND "RIVER WALK PLACE," SUBJECT TO THE IMPROVEMENTS BEING COMPLETED, AND "GOLDEN VALLEY PARKWAY," THOSE PORTIONS OF SAID MAP DESIGNATED AS PUBLIC UTILITY EASEMENT (P.U.E.), THE REAL PROPERTY DESIGNATED ON SAID MAP AS PUBLIC PARK PARCEL E, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, AS SHOWN ON SAID MAP IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 OF THE CITY OF LATHROP MUNICIPAL CODE.

I FURTHER STATE THAT ALL BONUS 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.

DATE: _____ DAY OF _____ 2023

TERESA VARGAS CITY CLERK

SOILS AND GEOLOGICAL REPORT

A GEOTECHNICAL ENGINEERING REPORT ON THIS PROPERTY HAS BEEN PREPARED BY QUANTUM GEOTECHNICAL, INC. WITH PROJECT NO. H068.G. DATED NOVEMBER 12, 2021, A COPY OF WHICH HAVE BEEN FILED WITH THE CITY OF LATHROP.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2023, AT _____ M

IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF KIER & WRIGHT

FEES \$ _____

BY: _____ DEPUTY RECORDER

STEVE J. BISTOLARIDES ASSESSOR-RECORDER-COUNTY CLERK

JOB NO.: A21702

SHEET 1 OF 8 SHEETS

ATTACHMENT



TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 06/23/2023 AS INSTRUMENT NO. 2023-060126, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
AUGUST, 2023



Scale 1" = 100' ft
0 50' 100' 200'

DETAIL "A"
1" = 10'

REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-PM (23 PM 146)
- (R3) PARCEL MAP (2 PM 67)
- (R4) PARCEL MAP (3 PM 70)
- (R5) MAP OF SURVEY (11 M 118)

ABBREVIATIONS

- = EASEMENT
- = FOUND
- = DOCUMENT
- = INTERSECTION
- = IRON PIPE
- = LAND SURVEYOR
- = MONUMENT
- = MONUMENT TO MONUMENT
- = NON-ACCESS
- = NON-A PART
- = OFFICIAL RECORDS
- = PARCEL MAPS
- = PACIFIC TELEPHONE AND TELEGRAPH
- = PUBLIC UTILITY EASEMENT
- = RAILROAD
- = REFERENCE NUMBER (TYPICAL)
- = RECORD OF SURVEY
- = RIGHT OF WAY
- = SEARCHED FOR NOT FOUND
- = TOTAL
- = WALL EASEMENT
- = WE

NOTES:

1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED.
3. ALL CORNERS ARE TO BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN ON THIS MAP.
4. CHASED DIMENSIONS WILL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN ON THIS MAP.
5. ALL OF THE PILES ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

LEGEND

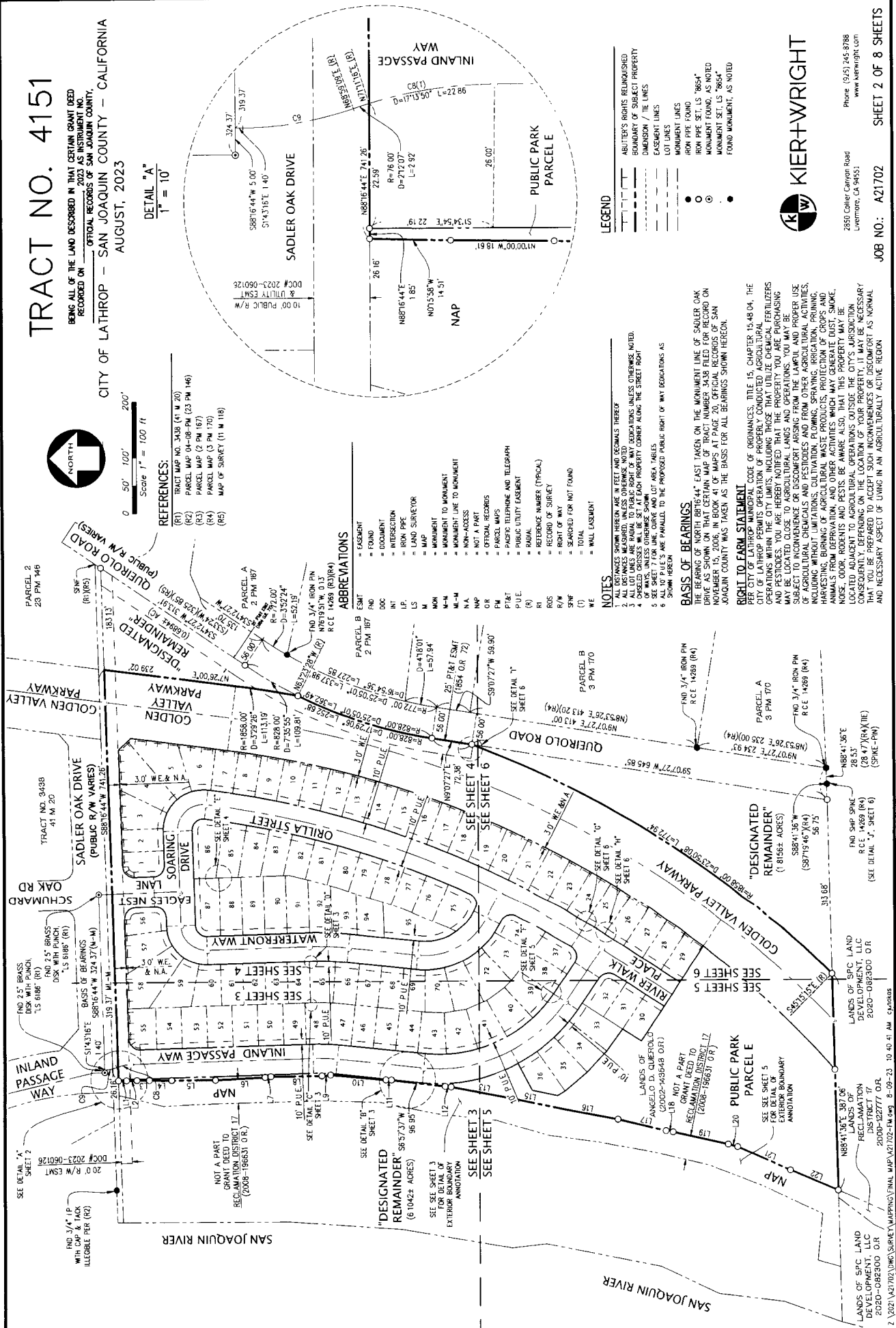
- ABILITER'S RIGHTS RELINQUISHED
- BOUNDARY OF SUBJECT PROPERTY
- DIMENSION / THE LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET, US "8654"
- ⊙ MONUMENT FOUND, AS NOTED
- ⊙ MONUMENT SET, US "8654"
- FOUND MONUMENT, AS NOTED

NOTES:

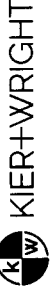
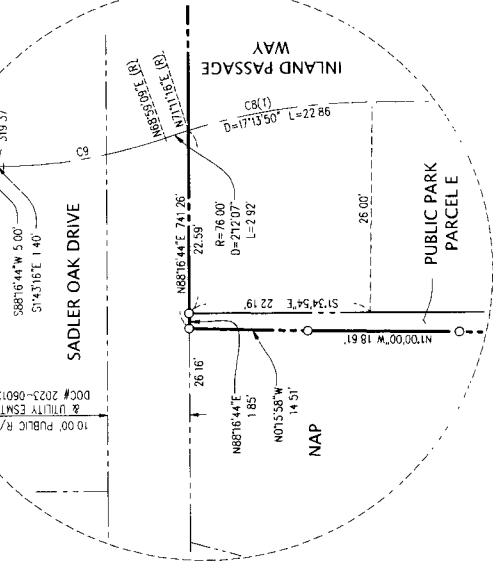
1. THE BEARING OF NORTH BERTHOLD EAST TAKEN ON THE MONUMENT LINE OF SADLER OAK DRIVE IS 114°17'16"E. THE BEARING OF NORTH BERTHOLD EAST TAKEN ON THE MONUMENT LINE OF SADLER OAK DRIVE IS 114°17'16"E. THE BEARING OF NORTH BERTHOLD EAST TAKEN ON THE MONUMENT LINE OF SADLER OAK DRIVE IS 114°17'16"E. THE BEARING OF NORTH BERTHOLD EAST TAKEN ON THE MONUMENT LINE OF SADLER OAK DRIVE IS 114°17'16"E.
2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED.
3. ALL CORNERS ARE TO BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN ON THIS MAP.
4. CHASED DIMENSIONS WILL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN ON THIS MAP.
5. ALL OF THE PILES ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

RIGHT TO FARM STATEMENT

THE CITY OF LATHROP PERMITS OPERATION OF PROPERLY CONDUCTED AGRICULTURAL OPERATIONS WITHIN THE CITY LIMITS, INCLUDING THOSE THAT UTILIZE CHEMICAL FERTILIZERS AND PESTICIDES. YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS. YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL PRACTICES, INCLUDING HARVESTING, BURNING OF AGRICULTURAL WASTE PRODUCTS, PROTECTION OF CROPS AND ANIMALS FROM DERIVATION, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, RODENTS AND PESTS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION.



DETAIL "A"



KIER+WRIGHT
2880 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 246-8788
www.kierwright.com

JOB NO.: A21702 SHEET 2 OF 8 SHEETS

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
 RECORDED ON OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST, 2023

- NOTES**
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED.
 3. ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY.
 4. PROPERTY CORNER ALONG THE STREET RIGHT OF WAY, UNLESS OTHERWISE SHOWN.
 5. ALL 10' P.U.E.'S ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

ABBREVIATIONS

- EMT = EASEMENT
- END = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MON = MONUMENT
- M-M = MONUMENT TO MONUMENT
- M-M = MONUMENT ACCESS
- MAP = NOT A PART
- OTR = OFFICIAL RECORDS
- PM = PACIFIC TELEPHONE AND TELEGRAPH
- PTMT = PUBLIC UTILITY EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIAL
- RI = REFERENCE NUMBER (TYPICAL)
- ROS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- SEARCHED FOR NOT FOUND
- TOTAL
- WE = WALL EASEMENT

REFERENCES:

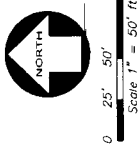
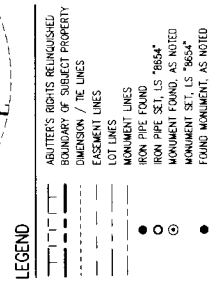
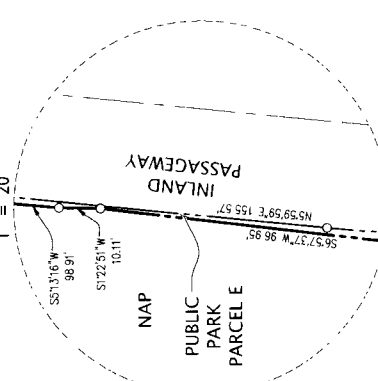
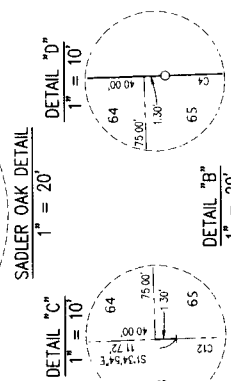
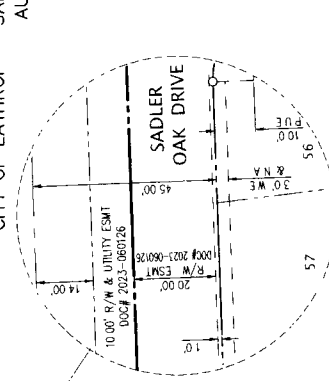
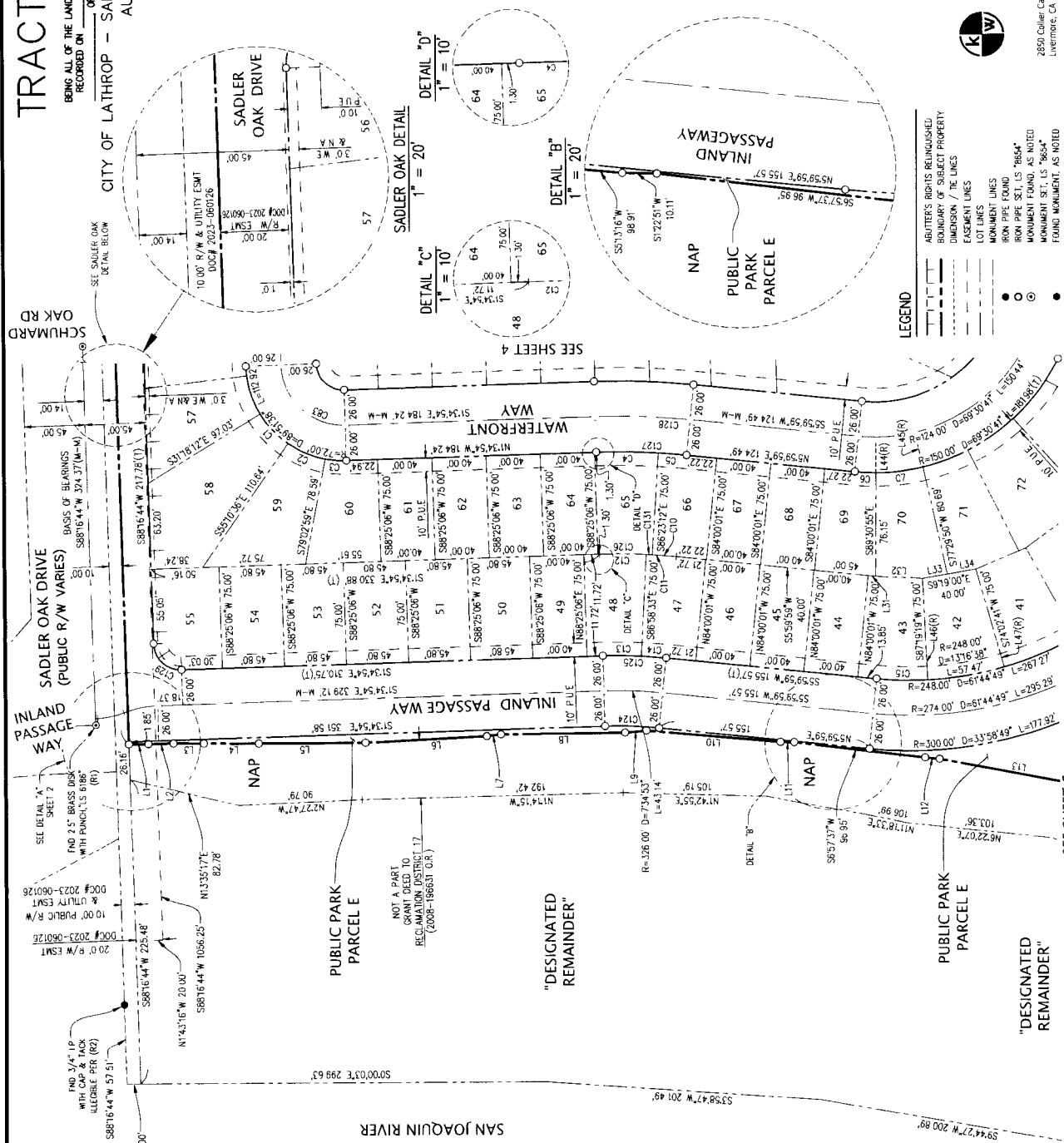
- (R1) TRACT MAP NO. 5438 (41 M 20)
- (R2) PARCEL MAP (04-08-PM) (23 PM 146)
- (R3) PARCEL MAP (2 PM 167)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)



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 Livermore, CA 94551
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SHEET 3 OF 8 SHEETS

JOB NO.: AZ1702



SAN JOAQUIN RIVER

"DESIGNATED REMAINDER"

"DESIGNATED REMAINDER"

TRACT NO. 4151

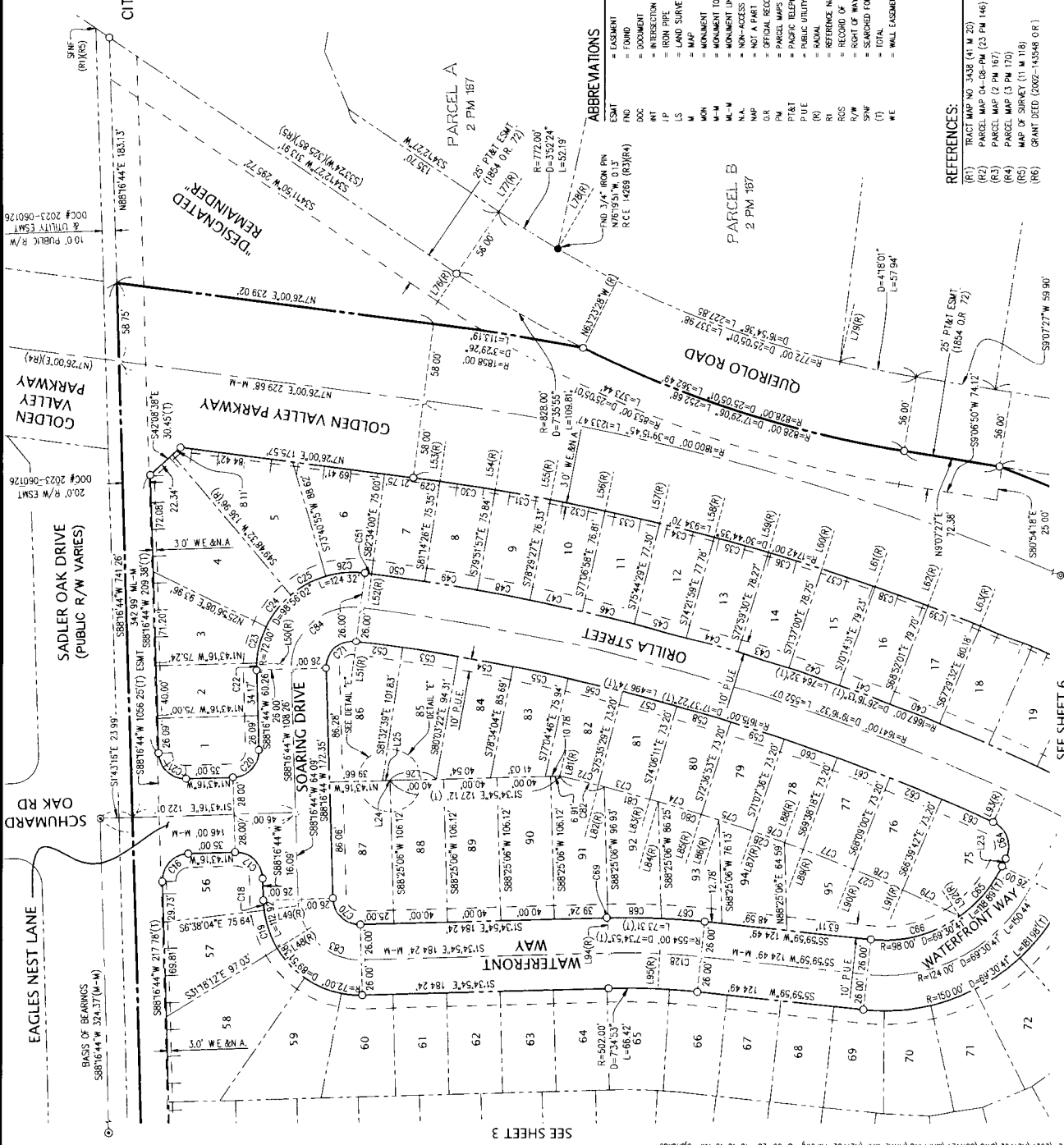
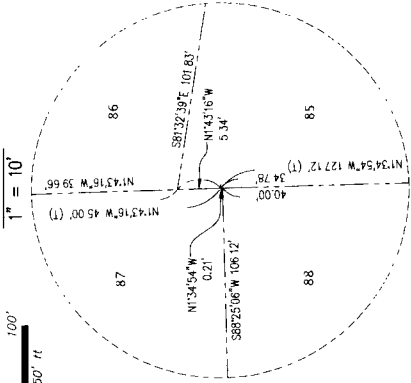
BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON _____ AS INSTRUMENT NO. _____
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
AUGUST, 2023



0 25' 50' 100'
Scale 1" = 30' H

DETAIL "E"
1" = 10'



- ### LEGEND
- ADJACENT RIGHTS RELINQUISHED
 - BOUNDARY OF SUBJECT PROPERTY
 - EASEMENT / E/UT LINES
 - EASEMENT LINES
 - GROUND LINES
 - LAND SURVEYOR
 - MAP
 - MONUMENT FOUND
 - MONUMENT SET, L.S. "8654"
 - MONUMENT FOUND, AS NOTED
 - MONUMENT SET, L.S. "8654"
 - FOUND MONUMENT, AS NOTED

- ### ABBREVIATIONS
- ESMT = EASEMENT
 - FINO = FOUND
 - DOC = DOCUMENT
 - INT = INTERSECTION
 - IP = IRON PIPE
 - LS = LAND SURVEYOR
 - MAP = MAP
 - MON = MONUMENT
 - M-M = MONUMENT TO MONUMENT
 - M-L = MONUMENT LINE TO MONUMENT
 - N.A. = NON-ACCESS
 - NAP = NOT A PART
 - OFF = OFFICIAL RECORDS
 - PAR = PARCEL MAPS
 - PT&T = PACIFIC TELEPHONE AND TELEGRAPH
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - R = RADIAL
 - REF = REFERENCE NUMBER (TYPICAL)
 - REG = RECORD OF SURVEY
 - ROS = RIGHT OF WAY
 - R/W = RIGHT OF WAY
 - S/NF = SEARCHED FOR NOT FOUND
 - UT = UTILITY
 - WE = WALL EASEMENT

- ### NOTES
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED ARE ALONG THE CENTERLINE OF THE RIGHT OF WAY.
 3. BEARINGS UNLESS OTHERWISE NOTED ARE TRUE BEARINGS.
 4. CHECKED PROSSES WILL BE SET AT EACH CORNER AND MONUMENT SET AT EACH CORNER OF WAYS UNLESS OTHERWISE SHOWN.
 5. SEE SHEET 7 FOR LINE, CURVE AND LOT AREA TABLES.
 6. ALL OF PLOT'S ARE PARALLEL TO THE PROPOSED RIGHT OF WAY REGARDING AS SHOWN HEREON.



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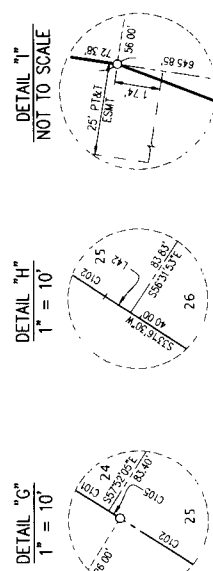
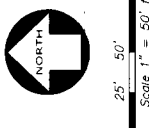
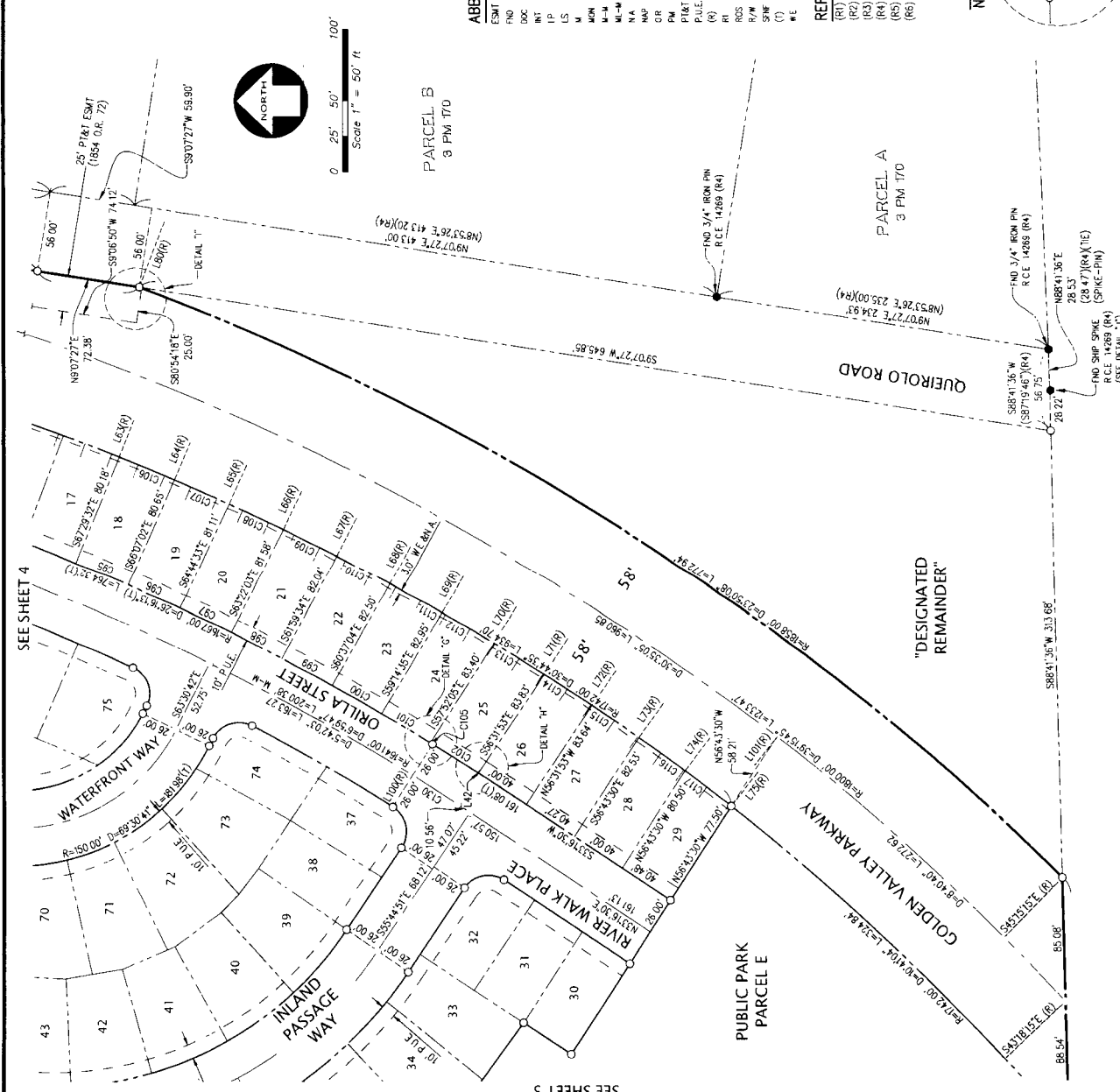
2850 Collier Canyon Road
Livermore, CA 94551
Phone: (925) 265-9788
www.kierwright.com

JOB NO.: A21702 SHEET 4 OF 8 SHEETS

- ### REFERENCES:
- (R1) TRACT MAP NO. 3438 (41 M 20)
 - (R2) PARCEL MAP 04-06-PM (23 PM 146)
 - (R3) PARCEL MAP (2 PM 167)
 - (R4) PARCEL MAP (3 PM 170)
 - (R5) MAP OF SURVEY (11 M 118)
 - (R6) GRANT DEED (2002-140548 OR 1)

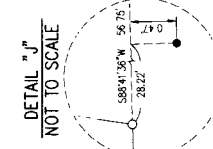
TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 2023 AS INSTRUMENT NO. OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA AUGUST, 2023



- ABBREVIATIONS**
- ESMT = EASEMENT
 - FND = FOUND
 - DOC = DOCUMENT
 - INT = INTERSECTION
 - IP = IRON PIPE
 - LS = LAND SURVEYOR
 - M = MAP
 - MON = MONUMENT
 - MON TO MON = MONUMENT LINE TO MONUMENT
 - MON TO ACC = MONUMENT LINE TO ACCESS
 - NA = NOT A PART
 - OP = ORIGINAL POSITIONS
 - PA = PAGES TELEPHONE AND TELEGRAPH
 - PL = PUBLIC UTILITY EASEMENT
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - RA = RECORD
 - RI = REFERENCE NUMBER (TYPICAL)
 - ROS = RECORD OF SURVEY
 - R/W = RIGHT OF WAY
 - SM = SEARCHED FOR NOT FOUND
 - T = TOTAL
 - WE = WALL EASEMENT
- LEGEND**
- ABUTTER'S RIGHTS REINQUISHED
 - BOUNDARY OF SUBJECT PROPERTY
 - DIMENSION / TIE LINES
 - EASEMENT LINES
 - LOT LINES
 - MONUMENT LINES
 - IRON PIPE FOUND
 - IRON PIPE SET, I.S. "8654"
 - MONUMENT FOUND, AS NOTED
 - MONUMENT SET, I.S. "8654"
 - FOUND MONUMENT, AS NOTED

- NOTES**
- 1 ALL DISTANCES SHOWN HEREIN ARE IN FEET AND DECIMALS THEREOF
 - 2 ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED
 - 3 ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY
 - 4 CHECKED CROSSINGS WILL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT
 - 5 SEE SHEET 7 FOR CURVE AND LOT AREA TABLES
 - 6 ALL TIE P.U.E.'S ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY INDICATIONS AS SHOWN HEREIN
- REFERENCES:**
- (R1) TRACT MAP NO. 3438 (41 M 20)
 - (R2) PARCEL MAP 04-08-PM (23 PM 146)
 - (R3) PARCEL MAP (2 PM 167)
 - (R4) PARCEL MAP (3 PM 170)
 - (R5) MAP OF SURVEY (11 M 178)
 - (R6) GRANT DEED (2002-143548 O.R.)



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LINE TABLE				LINE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH		
L44(R)	N89°53'50"W	150.00'	L73(R)	S54°28'34"E	1742.00'		
L45(R)	S76°43'59"W	150.00'	L74(R)	S53°09'32"E	1742.00'		
L46(R)	S87°19'15"W	248.00'	L75(R)	S51°49'25"E	1742.00'		
L47(R)	S74°02'41"W	248.00'	L76(R)	N65°47'33"W	828.00'		
L48(R)	N31°18'12"W	72.00'	L77(R)	N65°47'33"W	772.00'		
L49(R)	N85°54'48"W	72.00'	L78(R)	N69°39'57"W	772.00'		
L50(R)	N2°55'24"E	72.00'	L79(R)	N76°54'33"W	772.00'		
L51(R)	S82°47'14"E	20.00'	L80(R)	S69°05'23"E	1856.00'		
L52(R)	S82°36'56"E	1667.00'	L81(R)	S76°41'29"E	1541.80'		
L53(R)	S81°54'33"E	1742.00'	L82(R)	S75°35'29"E	1541.80'		
L54(R)	S80°32'01"E	1742.00'	L83(R)	S74°06'11"E	1541.80'		
L55(R)	S79°09'28"E	1742.00'	L84(R)	S73°51'41"E	1541.80'		
L56(R)	S77°46'54"E	1742.00'	L85(R)	S72°36'53"E	1541.80'		
L57(R)	S76°24'18"E	1742.00'	L86(R)	S72°05'49"E	1541.80'		
L58(R)	S75°01'41"E	1742.00'	L87(R)	S71°07'36"E	1541.80'		
L59(R)	S73°39'03"E	1742.00'	L88(R)	S70°11'12"E	1541.80'		
L60(R)	S72°16'23"E	1742.00'	L89(R)	S69°38'16"E	1541.80'		
L61(R)	S70°53'42"E	1742.00'	L90(R)	S68°09'00"E	1541.80'		
L62(R)	S69°30'59"E	1742.00'	L91(R)	S66°39'42"E	1541.80'		
L63(R)	S68°08'16"E	1742.00'	L92(R)	S55°05'33"W	98.00'		
L64(R)	S66°45'30"E	1742.00'	L93(R)	S65°08'52"E	20.00'		
L65(R)	S65°22'44"E	1742.00'	L94(R)	N88°29'50"E	554.00'		
L66(R)	S63°59'56"E	1742.00'	L95(R)	S87°21'44"E	554.00'		
L67(R)	S62°37'07"E	1742.00'	L96(R)	S33°33'09"W	150.00'		
L68(R)	S61°14'17"E	1742.00'	L97(R)	S61°51'33"E	20.00'		
L69(R)	S59°51'25"E	1742.00'	L98(R)	S59°44'22"E	1615.00'		
L70(R)	S58°28'32"E	1742.00'	L99(R)	S57°46'40"E	20.00'		
L71(R)	S57°06'27"E	1742.00'	L100(R)	S58°28'32"E	1742.00'		
L72(R)	S55°47'31"E	1742.00'	L101(R)	S51°38'55"E	1600.00'		

LINE TABLE				LINE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH		
L1	N01°58'W	14.51'	L23	S63°30'42"E	6.09'		
L2	N1°00'00"W	18.61'	L24	N1°34'54"W	0.21'		
L3	N07°13'37"E	22.41'	L25	N1°43'16"W	5.34'		
L4	N09°43'00"W	78.73'	L26	S62°30'42"E	6.09'		
L5	N2°48'04"W	89.66'	L27	N55°44'51"E	24.41'		
L6	N03°33'55"W	91.44'	L28	N55°44'51"W	63.58'		
L7	N6°39'27"W	10.91'	L29	S55°44'51"E	24.41'		
L8	N5°21'30"W	15.68'	L30	S55°44'51"E	0.12'		
L9	N5°13'16"E	98.91'	L31	N2°42'38"E	34.52'		
L10	N1°22'51"E	10.11'	L32	N8°19'00"W	18.57'		
L11	N6°07'07"E	10.68'	L33	N8°19'00"W	21.43'		
L12	N10°46'22"E	95.92'	L34	N22°35'38"W	5.53'		
L13	N11°47'22"E	99.67'	L35	N35°52'17"W	40.00'		
L14	N10°44'44"E	101.83'	L36	N49°26'26"W	17.69'		
L15	N3°32'47"E	92.28'	L37	N62°04'45"W	22.38'		
L16	N5°42'52"E	5.24'	L38	N55°44'51"W	40.00'		
L17	N17°34'43"E	105.28'	L39	N55°44'51"W	45.11'		
L18	N15°15'51"E	17.39'	L40	S33°16'30"W	0.33'		
L19	N23°44'22"E	103.48'	L41	S22°35'38"E	40.00'		
L20	N22°49'33"E	92.75'	L42	N22°49'33"E	92.75'		

CURVE TABLE				CURVE TABLE				CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	72.00'	2°35'24"	30.00'	C50	20.00'	91°39'10"	31.99'	C99	1667.00'	122°29'	40.00'
C2	72.00'	2°35'24"	30.00'	C51	20.00'	92°03'49"	32.14'	C100	1667.00'	122°29'	40.00'
C3	72.00'	1°31'55"	15.75'	C52	248.00'	131°15'11"	57.30'	C101	1667.00'	122°29'	40.00'
C4	502.00'	5°11'42"	45.52'	C53	248.00'	131°16'38"	57.47'	C102	1667.00'	122°29'	40.00'
C5	502.00'	2°23'11"	20.91'	C54	248.00'	131°16'38"	57.47'	C103	1667.00'	122°29'	40.00'
C6	150.00'	5°55'49"	15.44'	C55	248.00'	131°16'38"	57.47'	C104	1667.00'	122°29'	40.00'
C7	150.00'	1°32'10"	35.00'	C56	1667.00'	122°29'	40.00'	C105	1667.00'	122°29'	40.00'
C8	76.00'	1°29'57"	25.78'	C57	1667.00'	122°29'	40.00'	C106	1667.00'	122°29'	40.00'
C9	60.00'	1°17'35"	20.20'	C58	1667.00'	122°29'	40.00'	C107	1667.00'	122°29'	40.00'
C10	427.00'	2°23'11"	17.78'	C59	1667.00'	122°29'	40.00'	C108	1667.00'	122°29'	40.00'
C11	427.00'	2°58'31"	22.17'	C60	1667.00'	122°29'	40.00'	C109	1667.00'	122°29'	40.00'
C12	427.00'	4°38'21"	34.33'	C61	1667.00'	122°29'	40.00'	C110	1667.00'	122°29'	40.00'
C13	352.00'	4°38'21"	28.30'	C62	1667.00'	122°29'	40.00'	C111	1667.00'	122°29'	40.00'
C14	352.00'	2°58'31"	18.28'	C63	1667.00'	122°29'	40.00'	C112	1667.00'	122°29'	40.00'
C15	248.00'	8°40'40"	37.56'	C64	1667.00'	122°29'	40.00'	C113	1667.00'	122°29'	40.00'
C16	20.00'	9°00'00"	31.42'	C65	1667.00'	122°29'	40.00'	C114	1667.00'	122°29'	40.00'
C17	20.00'	9°00'00"	31.42'	C66	1667.00'	122°29'	40.00'	C115	1667.00'	122°29'	40.00'
C18	72.00'	5°42'32"	71.17'	C67	1667.00'	122°29'	40.00'	C116	1667.00'	122°29'	40.00'
C19	72.00'	2°35'24"	30.00'	C68	1667.00'	122°29'	40.00'	C117	1667.00'	122°29'	40.00'
C20	20.00'	9°00'00"	31.42'	C69	1667.00'	122°29'	40.00'	C118	1667.00'	122°29'	40.00'
C21	20.00'	9°00'00"	31.42'	C70	20.00'	91°39'10"	31.99'	C119	1667.00'	122°29'	40.00'
C22	72.00'	4°38'40"	5.84'	C71	20.00'	89°51'38"	31.37'	C120	1667.00'	122°29'	40.00'
C23	72.00'	2°30'44"	28.92'	C72	20.00'	85°56'02"	34.53'	C121	1667.00'	122°29'	40.00'
C24	72.00'	2°35'24"	30.00'	C73	1541.80'	129°18'	40.05'	C122	1667.00'	122°29'	40.00'
C25	72.00'	2°35'24"	30.00'	C74	1541.80'	129°18'	40.05'	C123	1667.00'	122°29'	40.00'
C26	72.00'	2°31'51"	29.57'	C75	1541.80'	129°18'	40.05'	C124	1667.00'	122°29'	40.00'
C27	1541.80'	5°15'51"	141.65'	C76	1541.80'	129°18'	40.05'	C125	1667.00'	122°29'	40.00'
C28	1541.80'	1°54'37"	51.40'	C77	1541.80'	129°18'	40.05'	C126	1667.00'	122°29'	40.00'
C29	1742.00'	0°39'27"	19.09'	C78	1541.80'	129°18'	40.05'	C127	1667.00'	122°29'	40.00'
C30	1742.00'	1°22'33"	41.82'	C79	1541.80'	129°18'	40.05'	C128	1667.00'	122°29'	40.00'
C31	1742.00'	1°22'33"	41.83'	C80	1541.80'	129°18'	40.05'	C129	1667.00'	122°29'	40.00'
C32	1742.00'	1°22'34"	41.84'	C81	1541.80'	129°18'	40.05'	C130	1667.00'	122°29'	40.00'
C33	1742.00'	1°22'36"	41.85'	C82	1541.80'	129°18'	40.05'	C131	1667.00'	122°29'	40.00'
C34	1742.00'	1°22'37"	41.86'	C83	1541.80'	129°18'	40.05'	C132	1667.00'	122°29'	40.00'
C35	1742.00'	1°22'38"	41.88'	C84	1541.80'	129°18'	40.05'	C133	1667.00'	122°29'	40.00'
C36	1742.00'	1°22'40"	41.89'	C85	1541.80'	129°18'	40.05'	C134	1667.00'	122°29'	40.00'
C37	1742.00'	1°22'41"	41.90'	C86	1541.80'	129°18'	40.05'	C135	1667.00'	122°29'	40.00'
C38	1742.00'	1°22'42"	41.91'	C87	1541.80'	129°18'	40.05'	C136	1667.00'	122°29'	40.00'
C39	1742.00'	1°22'44"	41.92'	C88	1541.80'	129°18'	40.05'	C137	1667.00'	122°29'	40.00'
C40	1667.00'	1°22'29'	40.00'	C89	1541.80'	129°18'	40.05'	C138	1667.00'	122°29'	40.00'
C41	1667.00'	1°22'29'	40.00'	C90	1541.80'	129°18'	40.05'	C139	1667.00'	122°29'	40.00'
C42	1667.00'	1°22'29'	40.00'	C91	1541.80'	129°18'	40.05'	C140	1667.00'	122°29'	40.00'
C43	1667.00'	1°22'29'	40.00'	C92	1541.80'	129°18'	40.05'	C141	1667.00'	122°29'	40.00'
C44	1667.00'	1°22'29'	40.00'	C93	1541.80'	129°18'	40.05'	C142	1667.00'	122°29'	40.00'

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
 RECORDED AS INSTRUMENT NO. 2023 AS INSTRUMENT NO. 2023
 RECORDED ON OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST, 2023



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 Livermore, CA 94551
 Phone (925) 245-8788
 www.kierwright.com

SHEET 7 OF 8 SHEETS

JOB NO.: A21702

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
EAGLES NEST LANE	4,543	0.1043
GOLDEN VALLEY PARKWAY	163,057	3.7433
INLAND PASSAGE WAY	46,556	1.0688
ORILLA STREET	48,633	1.1185
PARCEL E - PUBLIC PARK	117,298	2.6928
RIVER WALK PLACE	5,476	0.1258
SADLER OAK DRIVE	15,497	0.3558
SOARING DRIVE	8,962	0.2057
WAIERFRONT WAY	31,577	0.7249

TRACT 4151 AREA SUMMARY		
AREA DESCRIPTION	AREA (SF)	AREA (ACRES)
95 RESIDENTIAL LOTS AND STREET DEDICATIONS	680,804	15.1723
PARCEL E - PUBLIC PARK	117,298	2.6928
TOTAL	778,202	17.8651

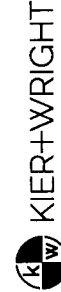
PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 01	3,285	0.0754
LOT 02	3,000	0.0689
LOT 03	3,373	0.0812
LOT 04	6,550	0.1504
LOT 05	5,972	0.1371
LOT 06	4,035	0.0926
LOT 07	3,071	0.0705
LOT 08	3,092	0.0710
LOT 09	3,113	0.0715
LOT 10	3,133	0.0719
LOT 11	3,154	0.0724
LOT 12	3,174	0.0728
LOT 13	3,194	0.0733
LOT 14	3,214	0.0738
LOT 15	3,234	0.0743
LOT 16	3,254	0.0747
LOT 17	3,274	0.0752
LOT 18	3,294	0.0756
LOT 19	3,314	0.0761
LOT 20	3,333	0.0765
LOT 21	3,353	0.0770
LOT 22	3,372	0.0774
LOT 23	3,391	0.0778
LOT 24	3,410	0.0783
LOT 25	3,396	0.0780
LOT 26	3,353	0.0770
LOT 27	3,337	0.0766
LOT 28	3,264	0.0749
LOT 29	3,201	0.0735
LOT 30	3,000	0.0689
LOT 31	3,048	0.0700
LOT 32	3,293	0.0756
LOT 33	3,812	0.0875
LOT 34	3,921	0.0900
LOT 35	3,921	0.0900
LOT 36	3,344	0.0768
LOT 37	3,309	0.0760
LOT 38	3,134	0.0720
LOT 39	3,665	0.0841
LOT 40	3,689	0.0847

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 41	3,689	0.0847
LOT 42	3,689	0.0847
LOT 43	3,447	0.0791
LOT 44	3,000	0.0689
LOT 45	3,000	0.0689
LOT 46	3,000	0.0689
LOT 47	3,146	0.0722
LOT 48	3,227	0.0741
LOT 49	3,000	0.0689
LOT 50	3,435	0.0789
LOT 51	3,435	0.0789
LOT 52	3,435	0.0789
LOT 53	3,435	0.0789
LOT 54	3,425	0.0789
LOT 55	3,670	0.0843
LOT 56	3,317	0.0761
LOT 57	4,013	0.0921
LOT 58	6,376	0.1464
LOT 59	4,486	0.1030
LOT 60	3,555	0.0816
LOT 61	3,000	0.0689
LOT 62	3,000	0.0689
LOT 63	3,000	0.0689
LOT 64	3,000	0.0689
LOT 65	3,256	0.0747
LOT 66	3,117	0.0716
LOT 67	3,000	0.0689
LOT 68	3,000	0.0689
LOT 69	3,107	0.0713
LOT 70	3,454	0.0793
LOT 71	3,744	0.0860
LOT 72	4,237	0.0973
LOT 73	3,793	0.0871
LOT 74	3,416	0.0784
LOT 75	4,177	0.0959
LOT 76	3,001	0.0689
LOT 77	3,001	0.0689
LOT 78	3,001	0.0689
LOT 79	3,001	0.0689
LOT 80	3,001	0.0689

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 81	3,001	0.0689
LOT 82	3,015	0.0692
LOT 83	3,309	0.0760
LOT 84	3,674	0.0843
LOT 85	3,992	0.0917
LOT 86	5,033	0.1156
LOT 87	4,696	0.1078
LOT 88	4,245	0.0975
LOT 89	4,245	0.0975
LOT 90	4,245	0.0975
LOT 91	4,095	0.0940
LOT 92	3,658	0.0840
LOT 93	3,648	0.0837
LOT 94	3,396	0.0780
LOT 95	5,370	0.1233

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
 RECORDED ON 2023 JUS INSTRUMENT NO. _____
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST, 2023



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 Livermore, CA 94551
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SHEET 8 OF 8 SHEETS

JOB NO.: A21702

CITY OF LATHROP
SUBDIVISION IMPROVEMENT AGREEMENT
EAGLES LANDING – TRACT 4151
D.R. HORTON BAY, INC.

This Subdivision Improvement Agreement (“*Agreement*”) is made and entered into this **fourteenth (14th) day of August, 2023** (“*Effective Date*”), by and between the CITY OF LATHROP, a municipal corporation of the State of California (“*CITY*”) and D.R. HORTON BAY, INC., a Delaware Corporation (“*SUBDIVIDER*”), regarding APN: 241-02-063 located within the City of Lathrop (“*PROPERTY*”).

RECITALS

A. On October 14, 2022, CITY approved Vesting Tentative Map 22-100 (**VTM-22-100**) to create 85 residential lots on 19.98 acres of land. VTM-22-100 also created a parcel for a 3.5 acres park and residential roads. On June 6, 2023, CITY Community Development Department made a finding of substantial conformance to increase the total lot count from 85 to 95, reduce the park size by 1 acre and extend “Street B” by approximately 120 feet.

B. SUBDIVIDER intends to record one Final Map for Tract 4151 to complete the Eagles Landing Subdivision, as shown in Exhibit “A” (hereinafter “**Final Map**”). The land for the proposed Final Map is within the geographic boundaries of VTM-22-100.

C. SUBDIVIDER shall be responsible for compliance with all conditions of approval associated with, including, without limitation, the construction or cash deposit of specified improvements (as that term is defined below) as described more fully herein.

D. 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 VTM (collectively, “COAs”) and as identified in the approved Final Map, Improvement Plans 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 Final Map and the term “**Improvement Plans**” shall collectively refer to the Improvement Plans approved by CITY.

E. Pursuant to the Lathrop Municipal Code, SUBDIVIDER is obligated to design, permit and construct two acres of Neighborhood Park for every 1000 residents. The Final Map consists of 95 lots with an average of 3.49 persons per household for a total of 332 residents, resulting in a required Neighborhood Park area of 0.66 acres. However, the park acreage designated in the City’s General Plan and the Mossdale Landing South Urban Design Concept is 2.7 acres. To compensate SUBDIVIDER for the additional park area and to ensure that the park amenities align with CITY Standards, CITY staff will make a recommendation to CITY Council to fund a contribution of an amount not to exceed \$1,250,000 to SUBDIVIDER for the construction of the Neighborhood Park from the Culture and Leisure – Neighborhood Park Capital Facility Fee prior to issuance of the Encroachment Permit detailed in Section 16 of this Agreement. If CITY Council approves of the compensation, CITY and SUBDIVIDER shall enter into a reimbursement agreement for the funding of the Neighborhood Park prior to issuance of the Encroachment Permit as detailed in Section 16 of this Agreement. If CITY Council does not approve of the compensation, SUBDIVIDER shall construct a Neighborhood Park with limited amenities to align with a budget that is proportionate to their obligation.

AGREEMENT

NOW, THEREFORE, in consideration of CITY'S pending (1) approval of the Final Map on August 14, 2023, and subsequent recordation, (2) approval of Improvement Plans in accordance with the terms of this Agreement and all applicable laws and regulations and in consideration of the SUBDIVIDER's pending ownership of the land within the boundary of the Final Map (hereinafter referred to as "**SUBDIVIDER Property**"), the parties hereto mutually covenant and agree as follows:

1. SUBDIVIDER shall acquire and provide proof of ownership of land to CITY within two (2) months of Council approval of Final Map. If proof of ownership is not provided within 2 months, this Agreement shall be null and void.

2. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the Improvements as specified and in accordance with the provisions of this Agreement. All Improvements shall be constructed to the reasonable satisfaction and approval of the City Engineer, in an ethical 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.

3. SUBDIVIDER shall complete, and CITY shall have accepted all Improvements by August 14, 2024, 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.

4. CITY, or its agent(s), shall, at any time during the progress of the Improvements, have free access thereto, and shall be allowed to examine the same and all material to be used therein. If the Improvements or any part thereof are not completed in strict compliance with the standards set forth in Paragraph 1 above, CITY may refuse to accept and may reject the defective Improvements and/or materials therein.

5. SUBDIVIDER shall secure the services of skilled personnel necessary to construct the Improvements. CITY is not skilled in these matters and relies upon the skill of the SUBDIVIDER to ensure that the construction of the Improvements is in the most skillful and durable manner.

6. CITY'S acceptance of the Improvements does not operate as a release of SUBDIVIDER from any guarantee hereunder.

7. SUBDIVIDER shall establish a Community Facilities District (CFD) for the funding of the maintenance of the streets, storm water system, lighting, landscaping and park prior to the issuance of the first building permit within the Final Map area.

8. The parties acknowledge and agree that SUBDIVIDER is removing any existing well sites as required in accordance with applicable laws and regulations, including those required by the County Environmental Health Department. The parties further acknowledge and agree that SUBDIVIDER is conveying any and all groundwater rights associated therewith to CITY via the Final Map.

9. SUBDIVIDER guarantees and warrants that the Improvements shall be constructed in compliance with the standards set forth in Paragraph 2 above, free from any defects in work or labor done and from any defects in materials furnished. Further, SUBDIVIDER shall repair and warranty the Improvements in good condition and in accordance with CITY specifications for one (1) year after CITY's acceptance of the Improvements. As required by this Agreement, prior to acceptance of the Improvements, SUBDIVIDER shall deposit with the City a Warranty Bond in the amount equal to 10% of improvement cost (Cost x 10%) for the Improvements for Tract 4151 to ensure SUBDIVIDER's repair and warranty of the Improvements in accordance with the terms of this Agreement. The Warranty Bond shall be released at the end of the one-year guarantee period provided no claims against it are then outstanding.

10. If SUBDIVIDER, in whole or in part, abandons the Improvements, or unnecessarily or unreasonably delays construction of the Improvements, fails to complete construction of the Improvements within the time specified in this Agreement, or fails to repair, replace or reconstruct any defects, CITY may, but is not required to, proceed to complete and/or repair, replace, or reconstruct the Improvements, either by itself or by contract for such service, and CITY may cause to be forfeited such portion of any security deposited therein as is necessary to cover the costs of completion, repair, replacement, or reconstruction incurred by CITY. Once action is taken by CITY to complete, repair, replace and/or reconstruct the Improvements, SUBDIVIDER shall be responsible for all costs incurred by CITY, even if SUBDIVIDER subsequently completes the work.

11. The CITY shall have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security (including but not limited to any Letter of Guarantee, Certificate of Deposit, cash, bond for performance, labor and materials and repair and maintenance, letter of credit or cash deposit) therefore is insufficient to pay such amounts. All administrative costs, including reasonable attorney’s fees pursuant to Government Code Section 66499.4, incurred by the CITY, in addition to the costs of the improvements shall be a proper charge against the security and SUBDIVIDER. In the event it becomes necessary for CITY to bring an action to compel performance of this Agreement or to recover costs of completing such improvements, SUBDIVIDER shall pay reasonable attorney’s fees, costs of suit and all other expenses of litigation incurred by CITY in connection therewith.

12. SUBDIVIDER is required to post Performance and Labor & Materials bonds to guarantee the Improvements associated with the Final Map as included and described in Exhibit “C” of this Agreement. The amount of performance security shall be equal to the unfinished Improvement cost plus a 50% contingency (Cost x 150%). The corresponding labor and materials bond amount shall be 50% of the performance bond amount (Performance Security x 50%). Further, SUBDIVIDER shall also comply with CITY’s insurance requirements set forth on Exhibit “B” attached hereto and incorporated herein. The Performance and Labor & Materials bond values are shown in Table 1 of this Agreement.

Table 1 – Bond Values

Improvement Total	\$3,645,800
Performance Bond Value (150% of Unfinished Improvement Total)	\$5,468,700
Labor & Materials Bond Value (50% of Performance Bond Value)	\$2,734,350

13. SUBDIVIDER shall construct or cause to be constructed at its sole cost and expense the offsite improvements required by the COA's of the VTM by and Between the City of Lathrop, and D.R. Horton, Inc. The offsite improvements include, but are not limited to, completion of the following offsite improvements (hereinafter collectively referred to as "Offsite Improvements"):

a. Sadler Oak Drive Improvements: The applicant shall construct curb, gutter, sidewalk, landscaping, streetlights, new intersections and repair any existing pavement along the frontage of the Project. SUBDIVIDER shall obtain or cause to be obtained an encroachment permit, prior to issuance of first building permit within Final Map, from CITY for the Sadler Oak Drive Improvements as Sadler Oak Drive is within the CITY right-of-way. SUBDIVIDER shall provide or cause to be provided sufficient performance and labor and materials bonds for the Sadler Oak Drive Improvements.

b. All new and existing utilities under 34.5 kVA shall be placed underground within and adjacent to frontage of the Project.

14. In lieu of SUBDIVIDER constructing Golden Valley Parkway within the frontage of the Final Map and the traffic signal at Golden Valley Parkway and Sadler Oak Drive, SUBDIVIDER shall deposit in escrow prior to recordation of the Final Map, cash in the amount of \$1,461,300 and release to CITY, with no right of reconciliation, for such offsite improvements as detailed in Exhibit "D".

15. Pursuant to the Lathrop Municipal Code, SUBDIVIDER is obligated to design, permit and construct two acres of Neighborhood Park for every 1000 residents. The Final Map consists of 95 lots with an average of 3.49 persons per household for a total of 332 residents, resulting in a required Neighborhood Park area of 0.66 acres.

However, the park acreage designated in the City's General Plan and the Mossdale Landing South Urban Design Concept is 2.7 acres. To compensate SUBDIVIDER for the additional park area and to ensure that the park amenities align with CITY Standards, CITY staff will make a recommendation to CITY Council to fund a contribution of an amount not to exceed \$1,250,000 to SUBDIVIDER for the construction of the Neighborhood Park from the Culture and Leisure – Neighborhood Park Capital Facility Fee prior to issuance of the Encroachment Permit detailed in Section 16 of this Agreement. If CITY Council approves of the compensation, CITY and SUBDIVIDER shall enter into a reimbursement agreement for the funding of the Neighborhood Park prior to issuance of the Encroachment Permit as detailed in Section 16 of this Agreement. If CITY Council does not approve of the compensation, SUBDIVIDER shall construct a Neighborhood Park with limited amenities to align with a budget that is proportionate to their obligation.

16. SUBDIVIDER guarantees its obligation to compete, at its sole cost, the frontage and grading improvements of the Neighborhood Park with this Agreement with the performance and labor & materials bonds. The Neighborhood Park land is dedicated to CITY as part of the Final Map and therefore SUBDIVIDER shall obtain or cause to be obtained an encroachment permit, prior to issuance of first building permit within Final Map, from CITY for the Neighborhood Park construction as CITY will be the owner of the park land. SUBDIVIDER shall provide or cause to be provided sufficient performance and labor and materials bonds for the Neighborhood Park improvements. SUBDIVIDER shall, prior to issuance of the 24th building permit within the Final Map area, commence construction of the Neighborhood Park at the cost of the SUBDIVIDER. SUBDIVIDER shall, prior to the issuance of the 72nd building permit within the Final Map area, complete construction of the Neighborhood Park at the cost of the

SUBDIVIDER. Pursuant to the terms of this Agreement, CITY will not issue building permits if SUBDIVIDER does not perform the required construction prior to the aforementioned deadlines.

17. SUBDIVIDER shall secure 17,100 gallons per day of wastewater treatment capacity from CITY, which is sufficient capacity for the 95 lots within Tract 4151, prior to recordation of the Final Map. Purchase of wastewater treatment capacity shall comply with the terms of the “Wastewater Treatment Capacity Transfer Agreement” between South Lathrop Land, LLC, D.R. Horton Bay, Inc, and the City of Lathrop. SUBDIVIDER shall, prior to recordation of the Final Map, assign and allocate wastewater capacity to each lot within the Final Map area. SUBDIVIDER shall deposit cash, at close of escrow of Final Map, to City in the amount listed in the escrow instructions attached to the City Manager’s Report as Attachment “E”.

18. SUBDIVIDER shall secure 22,325 gallons per day of water capacity from CITY, which is sufficient capacity for the 95 lots within Tract 4151, prior to recordation of the Final Map. SUBDIVIDER shall, prior to recordation of the Final Map, assign and allocate water capacity to each lot within the Final Map area. SUBDIVIDER shall deposit cash, at close of escrow of Final Map, to City in the amount listed in the escrow instructions attached to the City Manager’s Report as Attachment “E”.

19. SUBDIVIDER shall provide a Storm Water Quality Operation and Maintenance Plan and execute a Storm Water Treatment Device Access and Maintenance Agreement with the City prior to offering dedication of improvements to CITY.

20. SUBDIVIDER shall, prior to offering dedication of improvements to CITY, provide or cause to be provided the GIS layers and attributes in compliance with the City Standards effective at the time of offering dedication of improvements to CITY related to Tract 4151 as well as the Offsite Improvements.

21. SUBDIVIDER shall deposit cash, at close of escrow of Final Map, to CITY in the amount shown in Table 2 below as payment for the Agricultural Mitigation Fee, which fulfills the obligation for payment pursuant to the Sierra Club Agreement.

Table 2 – Agricultural Mitigation Fee

Tract	Acreage	Cost/Acre	Total Fee
4151	17.86	\$3,352	\$59,866.72

22. 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 on SUBDIVIDER Property other than the parcels of the subdivision owned by SUBDIVIDER (and its successors and assigns).

23. 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 from the subdivision of all or any part of the land covered by this Agreement.

24. SUBDIVIDER hereby agrees to, and shall hold CITY, its elective and appointive boards, commissions, officers, agents and employees (collectively, the “*Indemnitees*”), harmless from any liability for damage or claims which arises from SUBDIVIDER and/or SUBDIVIDER’S contractors, subcontractors, agents, lessees, or employees’ operations under this Agreement, whether such operations be by SUBDIVIDER or by any of SUBDIVIDER’S contractors, subcontractors, lessees, 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 the 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 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 and/or the Indemnitees. The promises and agreement to indemnify and hold harmless set forth in this Paragraph 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.

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

CITY's agents, contractors, lessees or subcontractors are, or shall be, considered to be agents of SUBDIVIDER in connection with the performance of any work contemplated under this Agreement. SUBDIVIDER shall not assign this Agreement without the prior written consent of CITY, which such consent shall not be unreasonably delayed, conditioned or denied, except that this Agreement may be assigned to any purchaser or transferee of an interest in all or a part of the SUBDIVIDER Property without the need for CITY consent. If such consent is given, or not required, 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 Assignment 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.

26. Prior to acceptance of the Improvements by the City Council, the SUBDIVIDER shall be solely responsible for maintaining the quality of the Improvements, and maintaining safety

at the project site. The SUBDIVIDER'S obligation to provide the Improvements shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City Council has accepted the Improvements as complete. The CITY and SUBDIVIDER shall form Community Facilities Districts to finance maintenance and improvements within 2 months of Final Map approval. The CITY expects to preserve the ability to use future special taxes of the CFD for payment of the cost of acquisition of the Improvements, which may require that acceptance of improvements by CITY be subject to the provisions of an acquisition agreement to be entered into by the CITY and SUBDIVIDER providing that CITY expects to be paid or reimbursed acquisition costs through future CFD special taxes. SUBDIVIDER shall cooperate to facilitate such method of acquisition.

27. SUBDIVIDER shall, at its expense, require or cause to require all its contractors and sub-contractors to obtain and maintain all necessary permits and licenses for construction of the Improvements, and commercially reasonable insurance. Prior to the commencement of said Improvement construction, the General Contractor/subcontractors shall obtain a City of Lathrop Business License. SUBDIVIDER and CITY, as applicable, shall comply with all applicable local, state and federal laws applicable to this Agreement whether or not said laws are expressly stated in this Agreement.

28. This Agreement and the Exhibits attached hereto comprise the entire understanding and agreement between the parties regarding the subject matter of this Agreement. The Recitals are incorporated into this Agreement by this reference, as if fully set forth herein.

29. 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

c. Exhibits. The following exhibits are attached to this Agreement and are incorporated to this Agreement by this reference:

EXHIBIT A: FINAL MAP TRACT 4151

EXHIBIT B: CITY INSURANCE REQUIREMENTS

EXHIBIT C: TOTAL IMPROVEMENT ESTIMATE

EXHIBIT D: ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR GOLDEN VALLEY PARKWAY

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 and related governmental orders and restrictions; 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 (subject to Subparagraph 23(d)).

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. The party in whose favor judgment is entered shall be awarded reasonable attorneys' fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 14th day of August 2023.

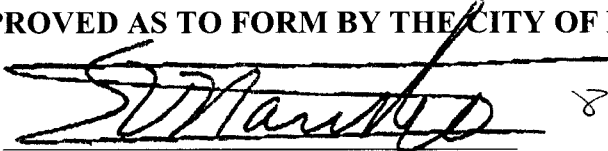
CITY OF LATHROP,
A California municipal corporation of the
State of California

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:  8/1/2023
Salvador Navarrete Date
City Attorney

SUBDIVIDER:

By: D.R. Horton Bay, Inc.
a Delaware Corporation

Chris Zaballos
Vice President

Date

EXHIBIT A

FINAL MAP TRACT 4151

DRAFT

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR HAVE SOME RIGHT, TITLE OR INTEREST IN AND TO THE LAND DESCRIBED IN THIS INSTRUMENT AND THAT WE HAVE FULL POWER AND AUTHORITY TO EXECUTE THIS INSTRUMENT AND TO PROVIDE THE INFORMATION CONTAINED HEREIN TO THE PUBLIC.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC RIGHT-OF-WAY PURPOSES. THESE PORTIONS OF SAID MAPS DESIGNATED ON SAID MAP AS "SADLER CANY DRIVE", "TIGLES WEST LANE", "SCARBOROUGH DRIVE", "SERRA STREET", "WATERFRONT WAY", "INLAND PASSAGE WAY", "RIVER WALK PLACE" AND "GOLDEN VALLEY PARKWAY", ALL AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN POLES, WIRES, CABLES, PIPES, CONDUITS AND UNDER THE STRIPS OF LAND SHOWN UPON THIS FINAL MAP MARKED AS (P.U.E.), "PUBLIC UTILITIES EASEMENT".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES. A NON-EXCLUSIVE EASEMENT TOGETHER WITH THE RIGHT TO CONSTRUCT, RECONSTRUCT, REPAIR AND MAINTAIN WALL(S) ON THE STRIPS OF LAND SHOWN UPON THIS FINAL MAP MARKED AS (W.E.), "WALL EASEMENT".

THE UNDERSIGNED DOES HEREBY RELINQUISH TO THE CITY OF LATHROP ALL ABUTTERS RIGHT OF ACCESS TO LOTS 1-29 & 55-58, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ---L---L AS SHOWN ON THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES. PUBLIC PARK PARCELS E FOR THE BENEFIT OF THE PUBLIC, AS SHOWN ON THIS FINAL MAP.

TO ENSURE MUNICIPAL WATER SERVICES TO ALL LOTS SHOWN UPON THIS MAP, ALL GROUND WATER RIGHTS THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, HEREBY ARE DEDICATED TO THE CITY OF LATHROP.

OWNER: D R HORTON BAY, INC., A DELAWARE CORPORATION

BY _____

PRINT NAME _____

TITLE _____

OWNER'S ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

ON _____ BEFORE ME, _____ NOTARY PUBLIC

PERSONALLY APPEARED _____ A PAIRS OF SUBSCRIBERS EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO PROVIDING INSTRUMENT, KNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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 _____

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 D R HORTON IN AUGUST, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL OCCUPY THE POSITIONS INDICATED WITHIN 6 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____ 2023

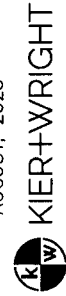
RICHARD JAMES HICKENBOTTOM, P.L.S. 8654



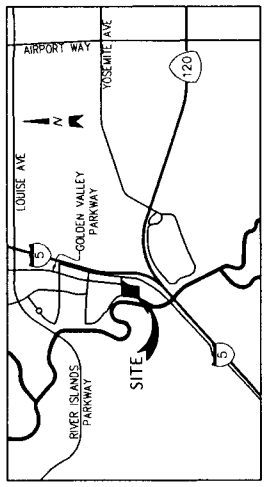
TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON _____ 2023 AS INSTRUMENT NO. _____ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA

AUGUST, 2023



2850 Collier Canyon Road
Livermore, CA 94551
Phone (925) 245-9788
www.kierwright.com



VICINITY MAP
NOT TO SCALE

SHEET KEY:

- SHEET 1 OVERALL MAP & NOTES
- SHEET 2 NORTHWEST LOTS
- SHEET 3 NORTHEAST LOTS
- SHEET 4 SOUTHWEST LOTS
- SHEET 5 SOUTHEAST LOTS
- SHEET 6 LINE, CURVE AND LOT AREA TABLES
- SHEET 7 PARCEL AREA TABLES
- SHEET 8

SIGNATURE OMISSIONS

SIGNATURES OF OWNERS OF THE FOLLOWING EASEMENTS HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436 OF THE SUBDIVISION MAP ACT. THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO FEE TITLE AND SUCH SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY.

NAME	RECORDED	DOC. NO.	NATURE OF INTEREST
RECLAMATION DISTRICT NO 17	JULY 25, 1940	698 O.R. 315	POLE RIGHT OF WAY
PACIFIC TELEPHONE AND CABLE COMPANY	APRIL 4, 1956	1854 O.R. 72	POLE RIGHT OF WAY
LIBBY-OMENS-FORD GLASS COMPANY	JULY 19, 1960	2319 O.R. 207	RIGHT OF WAY
RECLAMATION DISTRICT NO 17	JUNE 28, 1980	50-064692 O.R.	RIGHT OF WAY
SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT	APRIL 5, 2002	2002-058447 O.R.	RIGHT OF WAY
RECLAMATION DISTRICT NO 17	DECEMBER 24, 2008	2008-198631 O.R.	RIGHT OF WAY
NON-PLOTTED			
SERRA AND SAN FRANCISCO POWER COMPANY	APRIL 21, 1932	404 O.R. 85	RIGHT OF WAY (NOT PLOTTED)
PACIFIC GAS & ELECTRIC	FEBRUARY 14, 1939	612 O.R. 482	POLE RIGHT OF WAY (NOT PLOTTED)
STATE OF CALIFORNIA	MARCH 15, 1956	1847 O.R. 68	RELINQUISHMENT OF ABUTTER'S RIGHT OF WAY (NOT PLOTTED)
SACRAMENTO AND SAN JOAQUIN DRAINAGE DISTRICT	MAY 26, 1961	2420 O.R. 368	RIGHT OF WAY (NOT PLOTTED)
CROSSROADS VENTURES	APRIL 15, 1993	93-044623 O.R.	PIPELINE (NOT PLOTTED)

CITY ENGINEER'S STATEMENT

I, BRAD R. TAYLOR, HEREBY STATE THAT I AM THE CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA AND THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT 4151", CITY OF LATHROP, CALIFORNIA, AND THAT THE SUBDIVISION MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF D R HORTON IN AUGUST, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL OCCUPY THE POSITIONS INDICATED WITHIN 6 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____ 2023

BRAD R. TAYLOR, R.C.E. 92823
CITY ENGINEER OF THE CITY OF LATHROP, CALIFORNIA

CITY SURVEYOR'S STATEMENT

I, DARRYL ALEXANDER, HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP AND THAT THE SUBDIVISION MAP CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF D R HORTON IN AUGUST, 2023. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED VESTING TENTATIVE MAP, IF ANY, ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL OCCUPY THE POSITIONS INDICATED WITHIN 6 MONTHS FROM THE FILING DATE OF THIS MAP, AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____ 2023

DARRYL ALEXANDER, P.L.S. 5071
CITY SURVEYOR OF THE CITY OF LATHROP, CALIFORNIA

SECRETARY OF THE PLANNING COMMISSION'S STATEMENT

THIS MAP CONFORMS TO VESTING TENTATIVE SUBDIVISION MAP NO. YTM-22-100 RECOMMENDED BY THE PLANNING COMMISSION AND APPROVED BY THE CITY COUNCIL PER RESOLUTION NO. 22-5167

RICHARD CAGNIAT, COMMUNITY DEVELOPMENT DIRECTOR

CITY CLERK'S STATEMENT

I, TERESA VARGAS, CITY CLERK AND CLERK OF THE CITY COUNCIL OF THE CITY OF LATHROP, STATE OF CALIFORNIA, DO HEREBY STATE THAT THE HEREIN EMBODIED MAP ENTITLED "TRACT NO. 4151, CONSISTING OF EIGHT (8) SHEETS, WAS PRESENTED TO SAID CITY COUNCIL, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2023 AND THAT SAID CITY COUNCIL DID THEREUPON BY RESOLUTION NO. _____ DULY PASS AND ADOPT SAID MEETING, APPROVE SAID MAP, AND AUTHORIZE ITS RECORDATION AND DO HEREBY ACCEPT ON BEHALF OF THE CITY OF LATHROP, FOR PUBLIC USE, THE RELINQUISHMENT OF ACCESS RIGHTS TO LOTS 1-29 & 55-58, ALONG THE LOT LINES AS INDICATED BY THE SYMBOL ---L---L, THE INDICATION OF ALL PORTIONS OF SAID MAPS DESIGNATED ON SAID MAP AS "SADLER CANY DRIVE", "SERRA STREET", "WATERFRONT WAY", "INLAND PASSAGE WAY", "RIVER WALK PLACE", "SCARBOROUGH DRIVE", "SERRA STREET", "WATERFRONT WAY", "INLAND PASSAGE WAY", AND "GOLDEN VALLEY PARKWAY", THOSE PORTIONS OF SAID MAPS DESIGNATED AS PUBLIC UTILITY EASEMENT (P.U.E.) THAT THE UNDERSIGNED MAY HAVE WITHIN THE DISTINCTIVE BORDER UPON THIS MAP, AS SHOWN ON SAID MAP IN ACCORDANCE WITH CHAPTER 16, TITLE 16.16 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 _____ 2023

TERESA VARGAS
CITY CLERK

SOILS AND GEOLOGICAL REPORT

A GEOTECHNICAL ENGINEERING REPORT ON THIS PROPERTY HAS BEEN PREPARED BY QUANTUM GEOTECHNICAL, INC. WITH PROJECT NO. H0868, DATED NOVEMBER 12, 2021. A COPY OF WHICH HAVE BEEN FILED WITH THE CITY OF LATHROP.

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____ 2023, AT _____, IN BOOK _____ OF MAPS AND PLATS, AT PAGE _____ AT THE REQUEST OF KIER & WRIGHT
FEE \$ _____

STEVE J. BESTOLARIDES, BY _____ DEPUTY RECORDER
ASSISTANT-RECORDER-COUNTY CLERK

JOB NO.: A21702

SHEET 1 OF 8 SHEETS

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON _____ OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA AUGUST, 2023

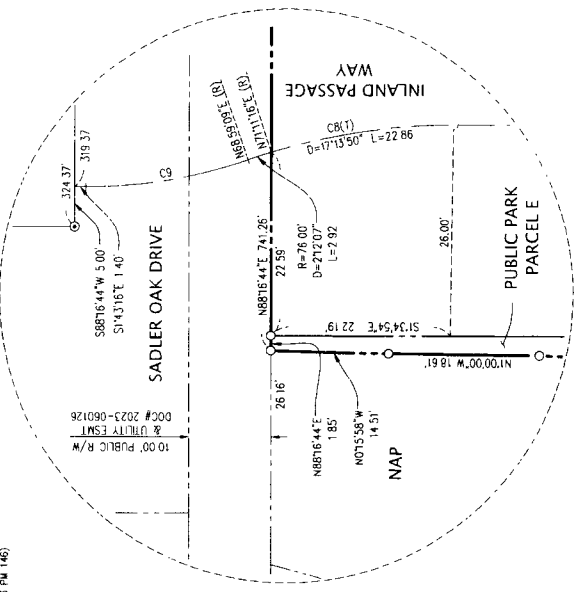


Scale 1" = 100 ft
0 50' 100' 200'

REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-09-PM (23 PM 146)
- (R3) PARCEL MAP 2 PM 167
- (R4) PARCEL MAP 3 PM 170
- (R5) MAP OF SURVEY (11 M 118)

DETAIL "A"
1" = 10"



LEGEND

- ADJUTERS RIGHTS BELONGING TO
- BOUNDARY OF SUBJECT PROPERTY
- DIMENSION / THE LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET, S.L.S. '8654'
- MONUMENT FOUND, AS NOTED
- MONUMENT SET, S.L.S. '8654'
- FOUND MONUMENT, AS NOTED

NOTES

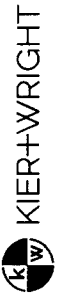
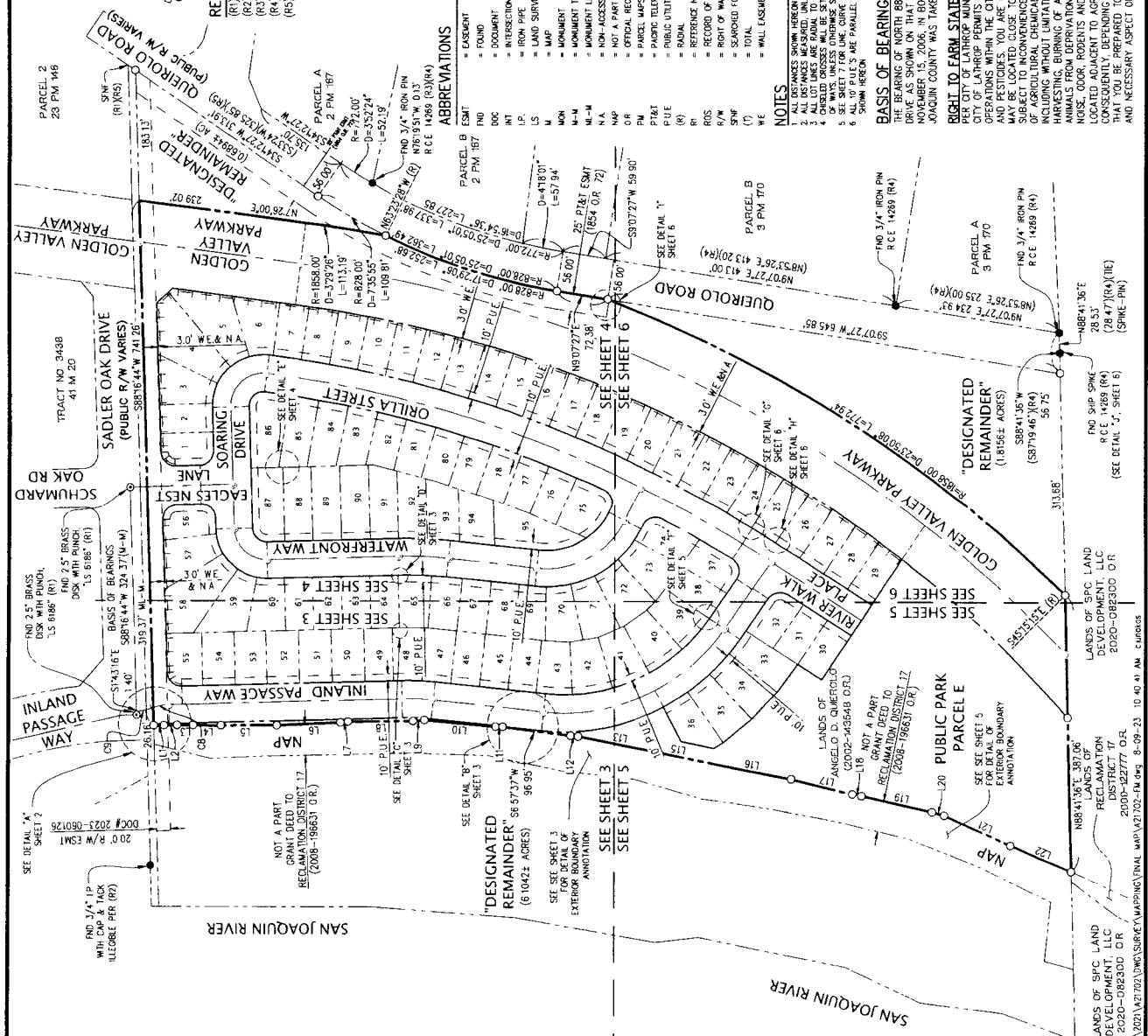
1. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF
2. ALL DISTANCES MEASURED UNLESS OTHERWISE NOTED
3. ALL LOT LINES ARE PARALLEL TO PUBLIC RIGHT OF WAY DESIGNATIONS UNLESS OTHERWISE NOTED
4. ALL CORNERS ARE TO BE CORNERED ALONG THE STREET RIGHT OF WAY UNLESS OTHERWISE SHOWN
5. SEE SHEET 7 FOR LINE, CURVE AND LOT AREA TABLES
6. SHEET 5 IS PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DESIGNATIONS AS SHOWN HEREON

BASIS OF BEARINGS

THE BEARING OF NORTH 88°16'44" EAST TAKEN ON THE MONUMENT LINE OF SADLER OAK DRIVE AS SHOWN ON THAT CERTAIN MAP OF TRACT NUMBER 3438 FILED FOR RECORD ON NOVEMBER 15, 2008, IN BOOK 45 OF MAPS AT PAGE 20, OFFICIAL RECORDS OF SAN JOAQUIN COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON

RIGHT TO FARM STATEMENT

PER CITY OF LATHROP MUNICIPAL CODE OF ORDINANCES, TITLE 15, CHAPTER 15-48.04, THE CITY OF LATHROP PERMITS OPERATION OF PROPERTY CONDUCTED AGRICULTURAL, FERTILIZERS AND PESTICIDES, YOU ARE HEREBY NOTIFIED THAT THE PROPERTY YOU ARE PURCHASING MAY BE LOCATED CLOSE TO AGRICULTURAL LANDS AND OPERATIONS YOU MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE LAWFUL AND PROPER USE OF AGRICULTURAL CHEMICALS AND PESTICIDES AND FROM OTHER AGRICULTURAL ACTIVITIES, INCLUDING WITHOUT LIMITATION, CULTIVATION, PLANTING, SPRAYING, IRRIGATION, PRUNING, HARVESTING, AND OTHER ACTIVITIES WHICH MAY GENERATE DUST, SMOKE, NOISE, ODOR, PESTS AND RESIDS. BE AWARE ALSO, THAT THIS PROPERTY MAY BE LOCATED ADJACENT TO AGRICULTURAL OPERATIONS OUTSIDE THE CITY'S JURISDICTION. CONSEQUENTLY, DEPENDING ON THE LOCATION OF YOUR PROPERTY, IT MAY BE NECESSARY THAT YOU BE PREPARED TO ACCEPT SUCH INCONVENIENCES OR DISCOMFORT AS NORMAL AND NECESSARY ASPECT OF LIVING IN AN AGRICULTURALLY ACTIVE REGION



2850 Collier Canyon Road
Livermore, CA 94551
Phone (925) 451-8788
www.kierwright.com

JOB NO.: A21702 SHEET 2 OF 8 SHEETS

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
 RECORDED ON 2023 AS INSTRUMENT NO. [REDACTED]
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST, 2023

- NOTES:**
1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS MEASURED, UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS MEASURED FROM THE PUBLIC RIGHT OF WAY.
 4. ALL DIMENSIONS MEASURED FROM THE MONUMENT LINE TO MONUMENT.
 5. SEE SHEET 7 FOR LINE CORNER AND LOT AREA TABLES.
 6. ALL 10' P.U.E.'S ARE PARALLEL TO THE PROPOSED MONUMENT LINE TO MONUMENT AS SHOWN HEREON.

ABBREVIATIONS

- ESMT = EASEMENT
- FND = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MON = MONUMENT
- MON-L = MONUMENT LINE TO MONUMENT
- MON-M = MONUMENT LINE TO MONUMENT
- N.A. = NOT A PART
- OR = OFFICIAL RECORDS
- PM = PARCEL MAPS
- PT&T = PACIFIC TELEPHONE AND TELEGRAPH
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIAL
- RI = REFERENCE NUMBER (TYPICAL)
- ROS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- SMP = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

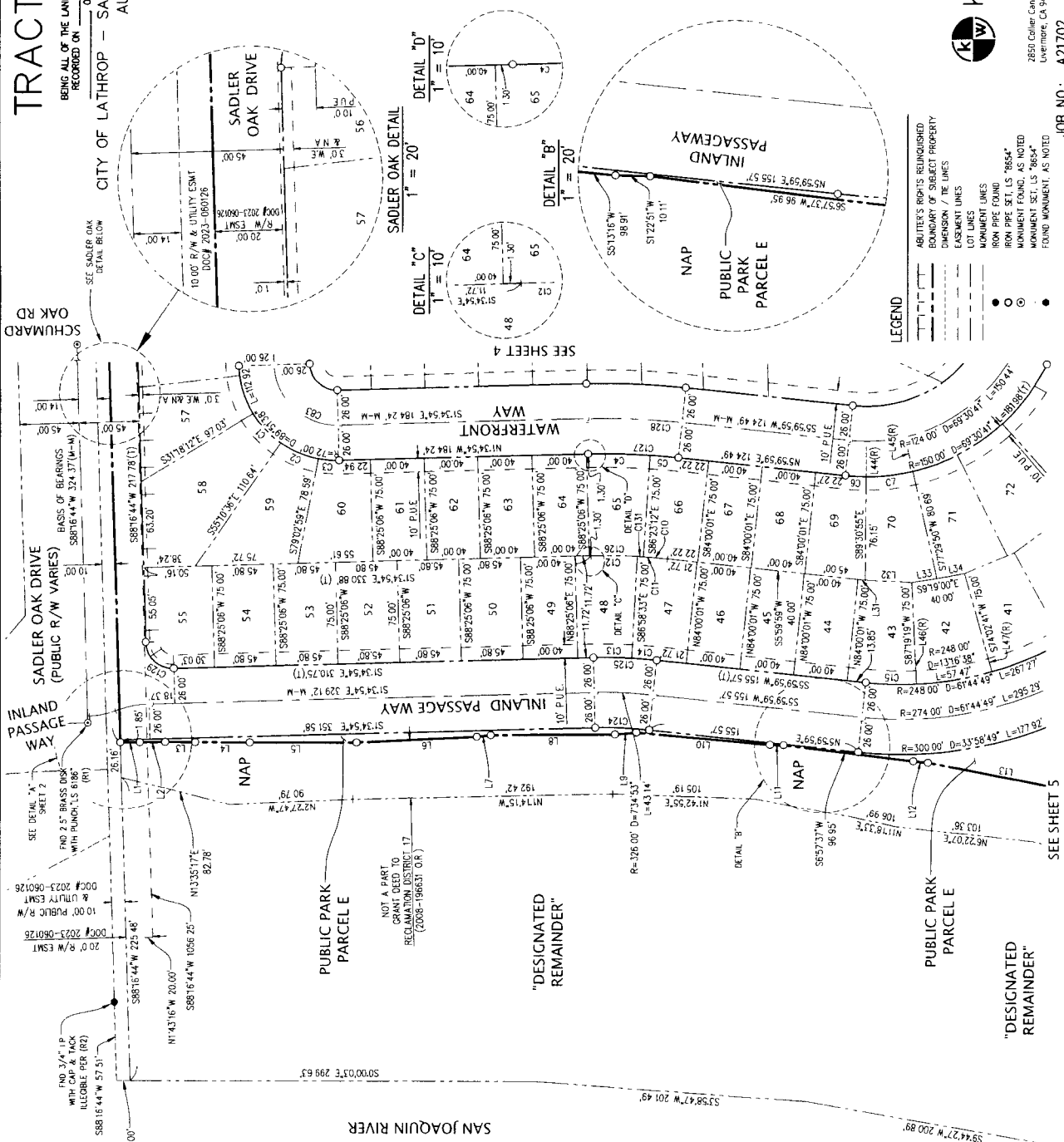
REFERENCES:

- (81) TRACT MAP NO. 3438 (41 M 20)
- (82) PARCEL MAP 04-08-PM (23 PM 146)
- (83) PARCEL MAP (2 PM 167)
- (84) PARCEL MAP (3 PM 170)
- (85) MAP OF SURVEY (11 M 118)



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JOB NO.: A21702 SHEET 3 OF 8 SHEETS



SEE SADLER OAK
 DETAIL SECTION

OAK RD

SADLER OAK DRIVE
 (PUBLIC R/W VARIES)

BASES OF BEARINGS
 S88°16'44"W 324.37(10'-M)

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

SEE DETAIL 'A'
 SHEET 2

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

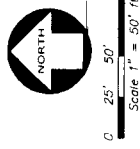
10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126

10' P.U.E. & UTILITY ESMT
 DOC# 2023-060126



SEE SADLER OAK
 DETAIL SECTION

SADLER OAK DRIVE

DETAIL 'C'
 1" = 10'

DETAIL 'D'
 1" = 10'

SEE SHEET 4

DETAIL 'A'
 1" = 20'

DETAIL 'B'
 1" = 20'

DETAIL 'C'
 1" = 10'

DETAIL 'D'
 1" = 10'

SEE SHEET 4

DETAIL 'A'
 1" = 20'

DETAIL 'B'
 1" = 20'

DETAIL 'C'
 1" = 10'

DETAIL 'D'
 1" = 10'

SEE SHEET 4

DETAIL 'A'
 1" = 20'

DETAIL 'B'
 1" = 20'

DETAIL 'C'
 1" = 10'

DETAIL 'D'
 1" = 10'

- LEGEND**
- ABUTTER'S RIGHTS RELINQUISHED BOUNDARY / THE LINES
 - DIMENSION / THE LINES
 - EASEMENT LINES
 - LOT LINES
 - MONUMENT LINES
 - IRON PIPE FOUND
 - IRON PIPE SET, L.S. "8654"
 - MONUMENT FOUND, AS NOTED
 - MONUMENT SET, L.S. "8654"
 - FOUND MONUMENT, AS NOTED

TRACT NO. 4151

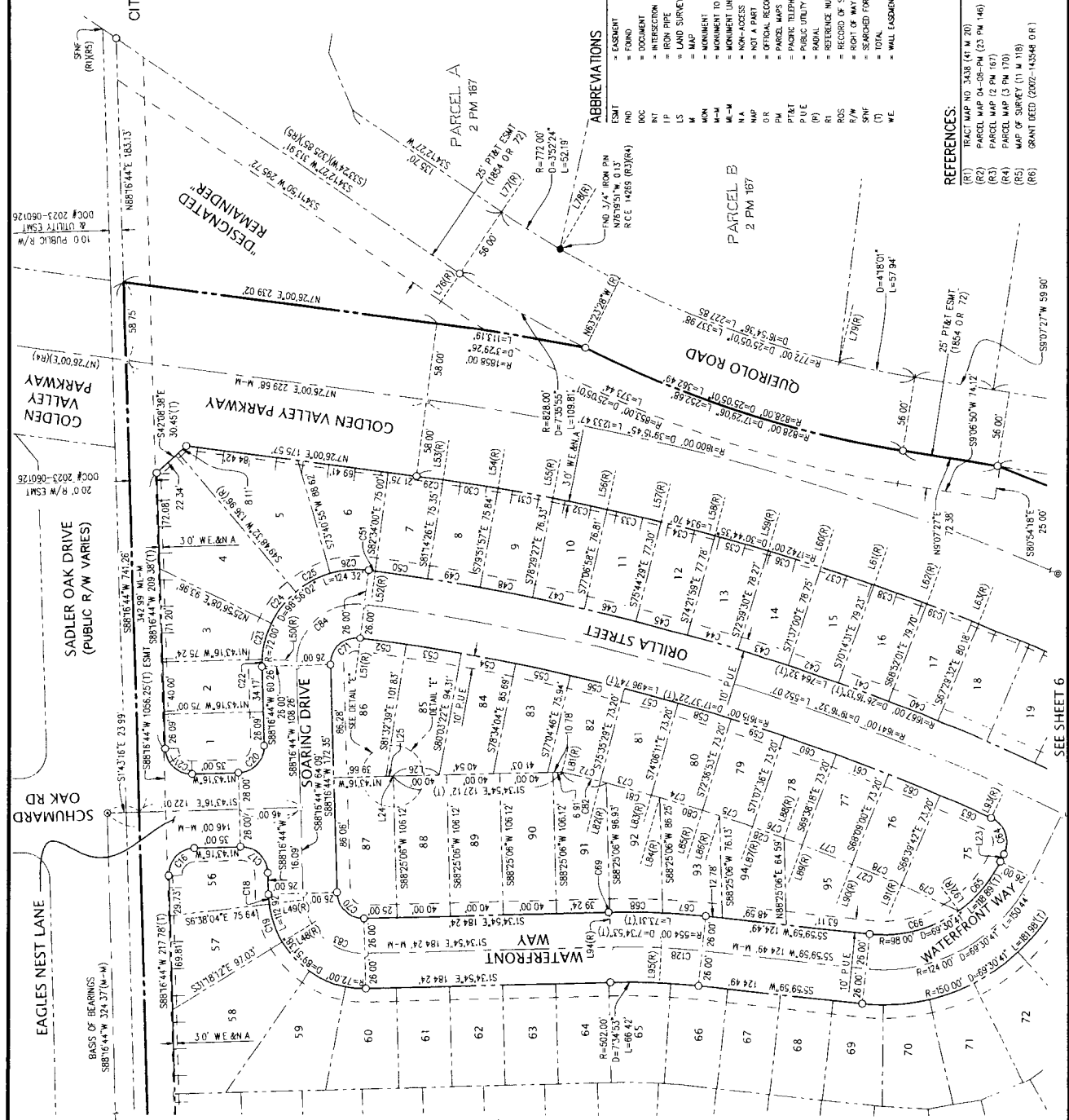
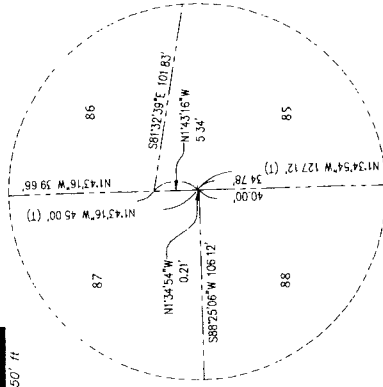
BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
RECORDED ON _____ 2023 AS INSTRUMENT NO. _____
OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
AUGUST, 2023



Scale 1" = 50' ft
0 25' 50' 100'

DETAIL "E"
1" = 10'



- ### LEGEND
- ABUTTER'S RIGHTS RELINQUISHED
 - BOUNDARY OF SUBJECT PROPERTY
 - DIMENSION / TIE LINES
 - EASEMENT LINES
 - LOT LINES
 - MONUMENT LINES
 - IRON PIPE FOUND
 - IRON PIPE SET, LS "7654"
 - MONUMENT FOUND, AS NOTED
 - MONUMENT SET, LS "8654"
 - FOUND MONUMENT, AS NOTED

- ### NOTES
- 1 ALL DISTANCES SHOWN HEREON ARE IN FEET AND INCHES.
 - 2 ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED.
 - 3 ALL LOT LINES ARE RADIAL TO PUBLIC RIGHT OF WAY.
 - 4 CHANGING CROSSINGS SHALL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY.
 - 5 SEE SHEET 7 FOR THE CHURCH AND LOT AREA TABLES.
 - 6 ALL 10' P.L.E.'S ARE PARALLEL TO THE PROPOSED PUBLIC RIGHT OF WAY DEVIATIONS AS SHOWN HEREON.

- ### ABBREVIATIONS
- ESMT = EASEMENT
 - END J/A = END JOINT/IRON PIN
 - IND = INTERSECTION
 - IP = IRON PIPE
 - LS = LAND SURVEYOR
 - MAP = MAP
 - MON = MONUMENT
 - M-U = MONUMENT TO MONUMENT
 - M-W = MONUMENT LINE TO MONUMENT
 - N.A. = NOT A PART
 - OP = OPEN
 - PA = PARKING
 - PA-CORP = PUBLIC UTILITY EASEMENT
 - PA-CORP = PUBLIC TELEPHONE AND TELEGRAPH
 - PA-CORP = PUBLIC UTILITY EASEMENT
 - PIUE = PUBLIC UTILITY EASEMENT
 - PL = PLAT
 - PUE = PUBLIC UTILITY EASEMENT
 - R = RECORD OF SURVEY
 - RS = RIGHT OF SURVEY
 - R/W = RIGHT OF WAY
 - S/W = SEARCHED FOR NOT FOUND
 - TOTAL = TOTAL
 - WE = WALL EASEMENT

- ### REFERENCES:
- (R1) TRACT MAP NO. 3438 (41 M 70)
 - (R2) PARCEL MAP 04-05-PM (23 PM 146)
 - (R3) PARCEL MAP 12 PM 167
 - (R4) PARCEL MAP (3 PM 170)
 - (R5) MAP OF SURVEY (11 M 118)
 - (R6) GRANT DEED (2002-142848 R 1)

SEE SHEET 3
SEE SHEET 6

200# 2023-060126
200# 2023-060126
100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

PARCEL B 2 PM 167

SEE SHEET 3

SEE SHEET 6

200# 2023-060126

100' PUBLIC R/W

DESIGNATED REMAINDER

GOLDEN VALLEY PARKWAY

QUERO ROAD

ORILLA STREET

SOARING DRIVE

WATERFRONT WAY

SADLER OAK DRIVE (PUBLIC R/W VARIES)

GOLDEN VALLEY PARKWAY

PARCEL A 2 PM 167

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON PAGE 125 OF VOLUME 13 OF THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CITY OF LATHROP - CALIFORNIA COUNTY - CALIFORNIA AUGUST, 2023

DETAIL "F"
NOT TO SCALE



Scale 1" = 50' H.
0 25' 50' 100'

- LEGEND**
- ABUTTER'S RIGHTS RELINQUISHED
 - BOUNDARY OF SUBJECT PROPERTY
 - DIMENSION / THE LINES
 - EASEMENT LINES
 - LOT LINES
 - MONUMENT LINES
 - IRON PIPE FOUND
 - IRON PIPE SET, LS "8654"
 - MONUMENT FOUND, AS NOTED
 - MONUMENT SET, LS "8654"
 - FOUND MONUMENT, AS NOTED

ABBREVIATIONS

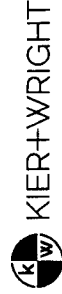
- ESMT = EASEMENT
- FINO = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEY
- M = MARK
- NON = NON
- M-L = M-L
- M-U = M-U
- NAP = NAIL
- OR = OFFICIAL RECORDS
- PM = PARCEL MARKS
- PT&T = PUBLIC TELEPHONE AND TELEGRAPH
- PU = PUBLIC UTILITY EASEMENT
- R = RADIAL
- R() = REFERENCE NUMBER (TYPICAL)
- ROS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- SHP = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

NOTES

1. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
2. ALL DISTANCES MEASURED, UNLESS OTHERWISE NOTED, ARE ALONG THE CENTERLINE OF THE RIGHT OF WAY.
3. LOCATIONS UNLESS OTHERWISE NOTED.
4. CURBED CROSSINGS SHALL BE SET AT EACH PROPERTY CORNER ALONG THE STREET RIGHT OF WAY.
5. SEE SHEET 7 FOR LINE, CURVE AND LOT AREA TABLES.
6. ALL OF PILES ARE PARALLEL TO THE PROPOSED RIGHT OF WAY DEDICATIONS AS SHOWN HEREON.

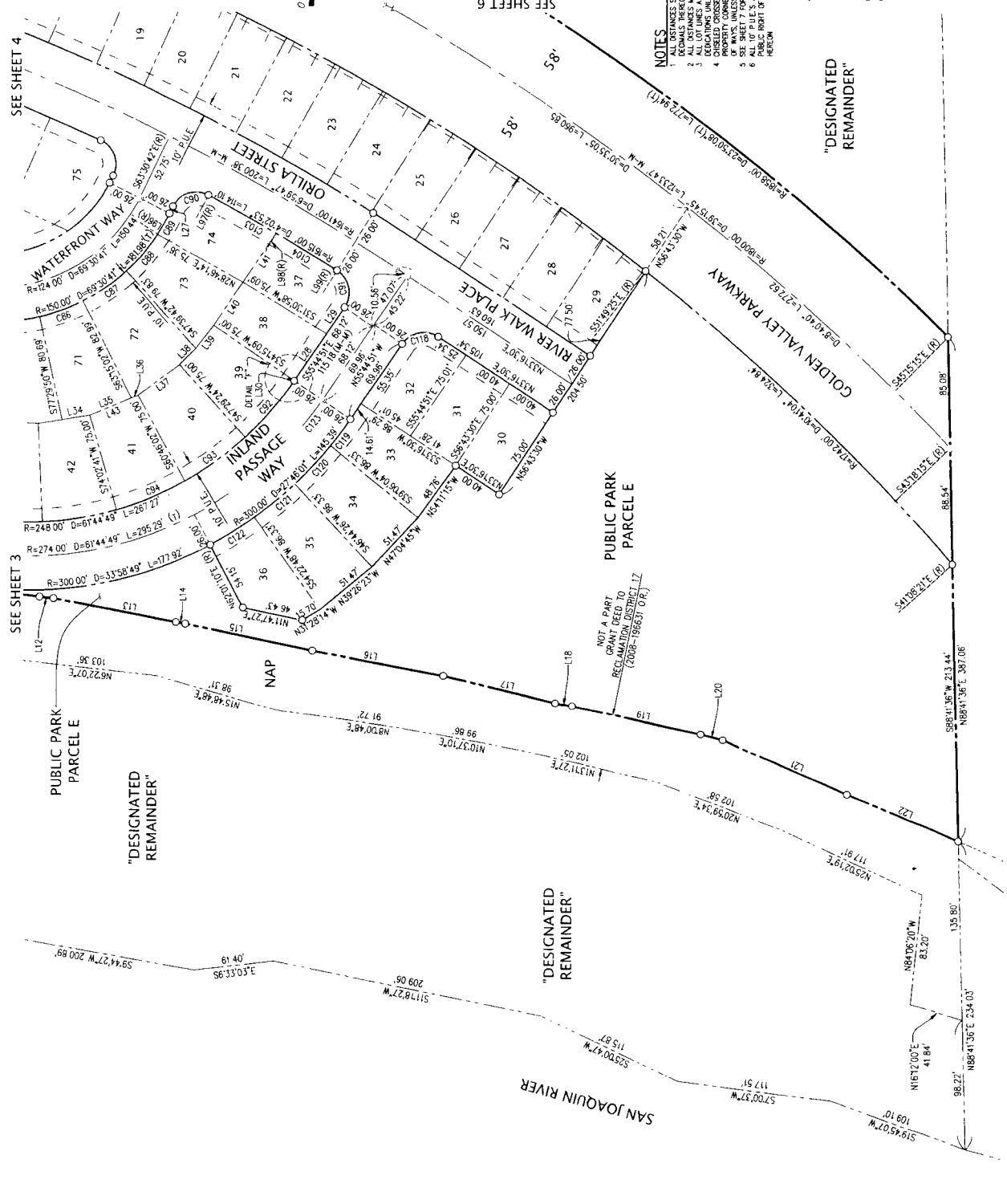
REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-PM (23 PM 146)
- (R3) PARCEL MAP (2 PM 167)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)
- (R6) GRANT DEED (2002-143548 O.R.)



2850 Collier-Carson Road
Livermore, CA 94551
Phone: (925) 245-8788
www.kierwright.com

JOB NO.: A21702 SHEET 5 OF 8 SHEETS



"DESIGNATED
REMAINDER"

"DESIGNATED
REMAINDER"

"DESIGNATED
REMAINDER"

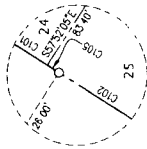
PUBLIC PARK
PARCELE

NOT A PART
GRANT DEED TO
RECLAMATION DISTRICT 17
(2008-198631 O.R.)

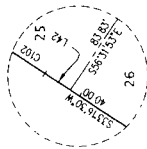
TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED ON 2023 AS INSTRUMENT NO. 2023-143702-010 IN THE OFFICIAL RECORDS OF SAN JOAQUIN COUNTY, CALIFORNIA
CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
AUGUST, 2023

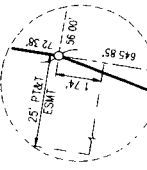
DETAIL "C"
1" = 10'



DETAIL "H"
1" = 10'



DETAIL "I"
NOT TO SCALE



ABBREVIATIONS

- ESMT = EASEMENT
- FND = FOUND
- DOC = DOCUMENT
- INT = INTERSECTION
- IP = IRON PIPE
- LS = LAND SURVEYOR
- M = MAP
- MON = MONUMENT
- MON-L = MONUMENT LINE TO MONUMENT
- MON-M = MONUMENT TO MONUMENT
- NA = NON-ACCESS
- NAP = NOT A PART
- OR = OFFICIAL RECORDS
- PM = PARCEL MAPS
- PT&T = PACIFIC TELEPHONE AND TELEGRAPH
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIAL
- R# = REFERENCE NUMBER (TYPICAL)
- RS = RECORD OF SURVEY
- R/W = RIGHT OF WAY
- SNP = SEARCHED FOR NOT FOUND
- T = TOTAL
- WE = WALL EASEMENT

LEGEND

- ABUTTER'S RIGHTS (ENCUMBERED)
- BOUNDARY OF SUBJECT PROPERTY
- EASEMENT / UTILITY LINES
- EASEMENT LINES
- LOT LINES
- MONUMENT LINES
- IRON PIPE FOUND
- IRON PIPE SET L.S. "8654"
- MONUMENT FOUND, AS NOTED
- MONUMENT SET L.S. "8654"
- FOUND MONUMENT, AS NOTED

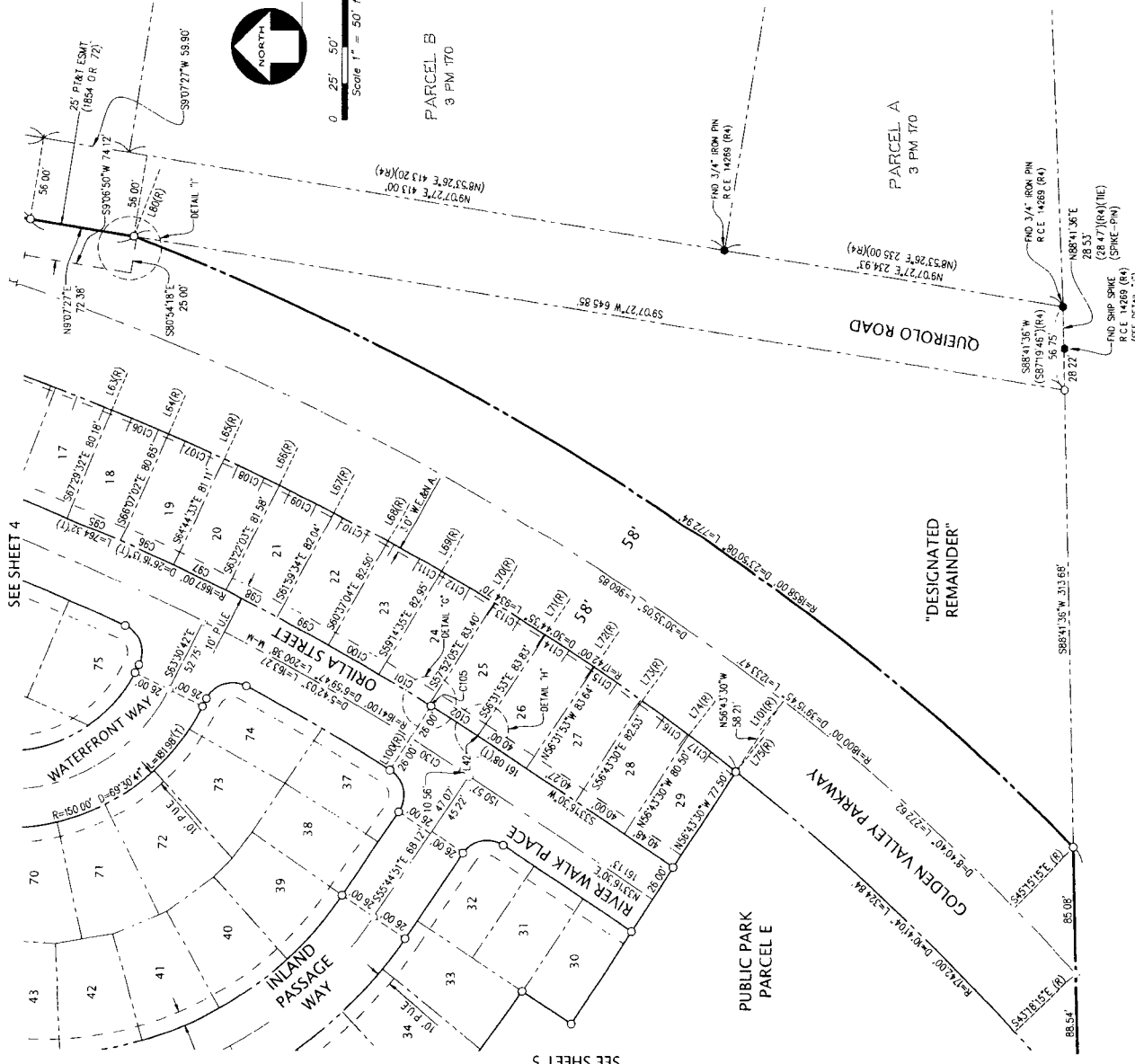
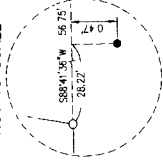
NOTES

- 1 ALL DISTANCES SHOWN HEREON ARE IN FEET AND
- 2 DECIMALS THEREOF
- 3 BOUNDARIES ARE RADIAL, UNLESS OTHERWISE NOTED
- 4 ALL LOT LINES ARE RADIAL TO PUBLIC RIGHT OF WAY
- 5 BEADATIONS UNLESS OTHERWISE NOTED
- 6 PROPERTY CORNER ALONG THE STREET RIGHT
- 7 OF HWYS, UNLESS OTHERWISE SHOWN
- 8 SEE SHEET 7 FOR LINE, CURVE AND LOT AREA TABLES
- 9 THIS SURVEY IS A RECONSTRUCTION OF THE ORIGINAL PUBLIC RIGHT OF WAY REGULATIONS AS SHOWN

REFERENCES:

- (R1) TRACT MAP NO. 3438 (41 M 20)
- (R2) PARCEL MAP 04-08-FM (23 PM 146)
- (R3) PARCEL MAP (2 PM 187)
- (R4) PARCEL MAP (3 PM 170)
- (R5) MAP OF SURVEY (11 M 118)
- (R6) GRANT DEED (2002-143548 0 R)

DETAIL "J"
NOT TO SCALE



LINE TABLE				LINE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH		
L44(R)	N89°53'50"W	150.00'	L73(R)	S54°28'34"E	1742.00'		
L45(R)	S74°43'56"W	150.00'	L74(R)	S53°09'37"E	1742.00'		
L46(R)	S87°19'15"W	248.00'	L75(R)	S51°49'25"E	1742.00'		
L47(R)	S74°02'41"W	248.00'	L76(R)	N55°47'33"W	828.00'		
L48(R)	N31°18'12"W	72.00'	L77(R)	N55°47'33"W	772.00'		
L49(R)	N31°18'12"W	72.00'	L78(R)	N55°39'57"E	772.00'		
L50(R)	N255°24'E	72.00'	L79(R)	N76°34'33"W	772.00'		
L51(R)	S82°47'41"E	20.00'	L80(R)	S69°02'21"E	1858.00'		
L52(R)	S82°36'56"E	1667.00'	L81(R)	S76°47'29"E	1541.80'		
L53(R)	S81°54'33"E	1742.00'	L82(R)	S75°35'29"E	1541.80'		
L54(R)	S86°32'00"E	1742.00'	L83(R)	S74°06'11"E	1541.80'		
L55(R)	S79°09'28"E	1742.00'	L84(R)	S73°51'41"E	1541.80'		
L56(R)	S77°46'54"E	1742.00'	L85(R)	S72°36'53"E	1541.80'		
L57(R)	S76°24'18"E	1742.00'	L86(R)	S72°05'49"E	1541.80'		
L58(R)	S75°01'41"E	1742.00'	L87(R)	S71°07'36"E	1541.80'		
L59(R)	S73°39'03"E	1742.00'	L88(R)	S70°11'12"E	1541.80'		
L60(R)	S72°16'20"E	1742.00'	L89(R)	S69°18'18"E	1541.80'		
L61(R)	S70°53'42"E	1742.00'	L90(R)	S68°09'00"E	1541.80'		
L62(R)	S69°30'59"E	1742.00'	L91(R)	S66°39'42"E	1541.80'		
L63(R)	S68°08'16"E	1742.00'	L92(R)	S65°05'33"W	98.00'		
L64(R)	S66°45'30"E	1742.00'	L93(R)	S65°09'57"E	20.00'		
L65(R)	S65°22'44"E	1742.00'	L94(R)	N88°29'50"E	554.00'		
L66(R)	S63°59'56"E	1742.00'	L95(R)	S87°21'44"E	554.00'		
L67(R)	S62°37'07"E	1742.00'	L96(R)	S33°33'09"W	150.00'		
L68(R)	S61°14'17"E	1742.00'	L97(R)	S81°51'33"E	20.00'		
L69(R)	S59°51'25"E	1742.00'	L98(R)	S59°44'22"E	1615.00'		
L70(R)	S58°28'32"E	1742.00'	L99(R)	S57°46'40"E	20.00'		
L71(R)	S57°06'27"E	1742.00'	L100(R)	S58°28'32"E	1742.00'		
L72(R)	S55°47'31"E	1742.00'	L101(R)	S51°58'55"E	1800.00'		

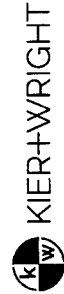
LINE TABLE				LINE TABLE			
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH		
L1	N01°55'58"W	14.51'	L23	S63°30'42"E	6.00'		
L2	N1°00'00"W	18.61'	L24	N1°34'54"W	0.21'		
L3	N0°20'28"E	22.41'	L25	N14°16'16"W	5.34'		
L4	N0°17'37"E	40.39'	L26	N1°34'54"W	34.78'		
L5	N0°04'30"W	78.73'	L27	S63°30'42"E	6.09'		
L6	N2°49'04"W	89.66'	L28	N85°44'51"W	43.58'		
L7	N6°38'27"W	10.51'	L29	S55°44'51"E	24.41'		
L8	N0°33'55"W	91.44'	L30	S55°44'51"E	0.12'		
L9	N5°21'30"W	15.68'	L31	N85°59'59"E	5.49'		
L10	N5°13'16"E	98.91'	L32	N74°27'38"E	34.52'		
L11	N1°22'51"E	10.11'	L33	N81°9'00"W	18.57'		
L12	N8°07'07"E	10.68'	L34	N81°9'00"W	21.43'		
L13	N10°46'22"E	95.92'	L35	N22°35'38"W	34.47'		
L14	N6°50'52"E	7.00'	L36	N22°35'38"W	5.53'		
L15	N11°47'27"E	59.67'	L37	N45°52'17"W	40.00'		
L16	N10°44'44"E	101.83'	L38	N45°26'26"W	17.69'		
L17	N13°32'47"E	92.28'	L39	N52°04'45"W	22.38'		
L18	N54°52'57"E	5.24'	L40	N55°44'51"W	40.00'		
L19	N12°34'43"E	105.28'	L41	N55°44'51"W	45.11'		
L20	N15°55'15"E	17.39'	L42	S33°16'30"W	0.33'		
L21	N23°44'22"E	103.48'	L43	S22°35'38"E	40.00'		
L22	N27°49'33"E	92.75'					

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C90	20.00'	91°30'10"	31.99'
C91	20.00'	92°03'49"	32.14'
C92	248.00'	137°41'51"	57.30'
C93	248.00'	131°16'38"	57.47'
C94	248.00'	131°16'38"	57.47'
C95	1667.00'	122°29'	40.00'
C96	1667.00'	122°29'	40.00'
C97	1667.00'	122°29'	40.00'
C98	1667.00'	122°29'	40.00'
C99	1667.00'	122°29'	40.00'
C100	1667.00'	122°29'	40.00'
C101	1667.00'	122°29'	40.00'
C102	1667.00'	117°39'	37.65'
C103	1615.00'	2°07'11"	59.75'
C104	1615.00'	1°55'43"	54.36'
C105	1667.00'	0°03'26"	1.66'
C106	1742.00'	122°45'	41.93'
C107	1742.00'	122°46'	41.94'
C108	1742.00'	122°46'	41.95'
C109	1742.00'	122°49'	41.97'
C110	1742.00'	122°50'	41.98'
C111	1742.00'	122°52'	41.99'
C112	1742.00'	122°53'	42.00'
C113	1742.00'	122°05'	41.59'
C114	1742.00'	118°56'	40.00'
C115	1742.00'	118°56'	40.00'
C116	1742.00'	119°02'	40.05'
C117	1742.00'	120°07'	40.60'
C118	20.00'	89°07'00"	31.07'
C119	300.00'	4°50'55"	25.38'
C120	300.00'	7°38'22"	40.00'
C121	300.00'	7°38'22"	40.00'
C122	300.00'	7°38'22"	40.00'
C123	274.00'	27°46'01"	132.79'
C124	300.00'	7°34'53"	39.70'
C125	352.00'	7°34'53"	46.58'
C126	402.00'	4°36'21"	34.33'
C127	527.00'	7°34'53"	66.42'
C128	528.00'	7°34'53"	69.86'
C129	20.00'	89°51'38"	31.37'
C130	1641.00'	117°45'	37.11'
C131	427.00'	0°35'21"	4.39'

CURVE TABLE				CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	72.00'	2352°24'	30.00'	C45	1667.00'	122°29'	40.00'
C2	72.00'	2352°24'	30.00'	C46	1667.00'	122°29'	40.00'
C3	72.00'	17°31'55"	15.75'	C47	1667.00'	122°29'	40.00'
C4	502.00'	511°42'	45.52'	C48	1667.00'	122°29'	40.00'
C5	502.00'	2°23'11"	20.91'	C49	1667.00'	122°29'	40.00'
C6	150.00'	5°53'49"	15.44'	C50	1667.00'	122°29'	40.00'
C7	150.00'	132°21'00"	35.00'	C51	1667.00'	0°10'18"	5.00'
C8	76.00'	19°25'57"	25.78'	C52	1615.00'	174°35'	35.04'
C9	80.00'	19°17'35"	20.20'	C53	1615.00'	179°18'	41.95'
C10	427.00'	2°23'11"	17.78'	C54	1615.00'	179°18'	41.95'
C11	427.00'	2°58'31"	22.17'	C55	1615.00'	179°18'	41.95'
C12	427.00'	4°36'21"	34.33'	C56	1615.00'	179°18'	41.95'
C13	352.00'	4°36'21"	28.30'	C57	1615.00'	179°18'	41.95'
C14	352.00'	2°58'31"	18.28'	C58	1615.00'	179°18'	41.95'
C15	248.00'	8°40'40"	37.56'	C59	1615.00'	179°18'	41.95'
C16	20.00'	90°00'00"	31.42'	C60	1615.00'	179°18'	41.95'
C17	20.00'	90°00'00"	31.42'	C61	1615.00'	179°18'	41.95'
C18	72.00'	5°42'37"	7.17'	C62	1615.00'	179°18'	41.95'
C19	72.00'	2352°24'	30.00'	C63	1615.00'	129°51"	42.21'
C20	20.00'	90°00'00"	31.42'	C64	20.00'	91°39'10"	31.99'
C21	20.00'	90°00'00"	31.42'	C65	98.00'	28°36'15"	48.93'
C22	72.00'	4°38'40"	5.84'	C66	98.00'	40°54'26"	69.97'
C23	72.00'	23°04'44"	28.92'	C67	554.00'	37°14'42"	32.51'
C24	72.00'	2352°24'	30.00'	C68	554.00'	43°08'26"	40.04'
C25	72.00'	2352°24'	30.00'	C69	554.00'	0°04'44"	0.76'
C26	72.00'	23°31'51"	29.57'	C70	20.00'	89°51'38"	31.37'
C27	1541.80'	154°37'	51.40'	C71	20.00'	86°56'02"	34.53'
C28	1541.80'	154°37'	51.40'	C72	1541.80'	108°01'	29.61'
C29	1742.00'	0°39'27"	19.99'	C73	1541.80'	129°18'	40.05'
C30	1742.00'	1°22'32"	41.82'	C74	1541.80'	129°18'	40.05'
C31	1742.00'	1°22'32"	41.83'	C75	1541.80'	129°18'	40.05'
C32	1742.00'	1°22'34"	41.84'	C76	1541.80'	129°18'	40.05'
C33	1742.00'	1°22'36"	41.85'	C77	1541.80'	129°18'	40.05'
C34	1742.00'	1°22'37"	41.86'	C78	1541.80'	129°18'	40.05'
C35	1742.00'	1°22'38"	41.88'	C79	1541.80'	144°21'	46.80'
C36	1742.00'	1°22'40"	41.89'	C80	1541.80'	146°52'	47.48'
C37	1742.00'	1°22'41"	41.90'	C81	1541.80'	133°14'	41.82'
C38	1742.00'	1°22'42"	41.91'	C82	1541.80'	116°34'	34.34'
C39	1742.00'	1°22'44"	41.92'	C83	46.00'	89°51'38"	72.14'
C40	1667.00'	1°22'29"	40.00'	C84	46.00'	89°51'38"	72.14'
C41	1667.00'	1°22'29"	40.00'	C85	150.00'	13°28'57"	35.30'
C42	1667.00'	1°22'29"	40.00'	C86	150.00'	15°35'20"	40.81'
C43	1667.00'	1°22'29"	40.00'	C87	150.00'	15°35'20"	40.81'
C44	1667.00'	1°22'29"	40.00'	C88	150.00'	14°06'33"	36.94'
				C89	150.00'	7°03'52"	18.49'

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
 RECORDED ON 2023 AS INSTRUMENT NO. _____
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,
 CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST, 2023



2850 Collier Canyon Road
 Livermore, CA 94551
 Phone (925) 245-8788
 www.kierwright.com

SHEET 7 OF 8 SHEETS

JOB NO.: A21702

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
EAGLES NEST LANE	4,543	0.1043
GOLDEN VALLEY PARKWAY	163,051	3.7433
INLAND PASSAGE WAY	46,556	1.0688
ORILLA STREET	49,633	1.1185
PARCEL E - PUBLIC PARK	117,298	2.6928
RIVER WALK PLACE	5,478	0.1258
SADLER OAK DRIVE	15,497	0.3558
SOARING DRIVE	8,962	0.2057
WATERFRONT WAY	31,577	0.7249

TRACT 4151 AREA SUMMARY		
AREA DESCRIPTION	AREA (SF)	AREA (ACRES)
95 RESIDENTIAL LOTS AND STREET DEDICATIONS	660,904	15.1723
PARCEL E - PUBLIC PARK	117,298	2.6928
TOTAL	778,202	17.8651

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 01	3,285	0.0754
LOT 02	3,000	0.0689
LOT 03	3,973	0.0912
LOT 04	6,550	0.1504
LOT 05	5,972	0.1371
LOT 06	4,035	0.0926
LOT 07	3,071	0.0705
LOT 08	3,092	0.0710
LOT 09	3,113	0.0715
LOT 10	3,133	0.0719
LOT 11	3,154	0.0724
LOT 12	3,174	0.0729
LOT 13	3,194	0.0733
LOT 14	3,214	0.0738
LOT 15	3,234	0.0743
LOT 16	3,254	0.0747
LOT 17	3,274	0.0752
LOT 18	3,294	0.0756
LOT 19	3,314	0.0761
LOT 20	3,333	0.0765
LOT 21	3,353	0.0770
LOT 22	3,372	0.0774
LOT 23	3,391	0.0778
LOT 24	3,410	0.0783
LOT 25	3,429	0.0788
LOT 26	3,448	0.0792
LOT 27	3,467	0.0796
LOT 28	3,486	0.0800
LOT 29	3,505	0.0804
LOT 30	3,524	0.0808
LOT 31	3,543	0.0812
LOT 32	3,562	0.0816
LOT 33	3,581	0.0820
LOT 34	3,600	0.0824
LOT 35	3,619	0.0828
LOT 36	3,638	0.0832
LOT 37	3,657	0.0836
LOT 38	3,676	0.0840
LOT 39	3,695	0.0844
LOT 40	3,714	0.0848

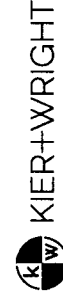
PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 41	3,689	0.0847
LOT 42	3,689	0.0847
LOT 43	3,447	0.0791
LOT 44	3,000	0.0689
LOT 45	3,000	0.0689
LOT 46	3,000	0.0689
LOT 47	3,146	0.0722
LOT 48	3,227	0.0741
LOT 49	3,000	0.0689
LOT 50	3,435	0.0789
LOT 51	3,435	0.0789
LOT 52	3,435	0.0789
LOT 53	3,435	0.0789
LOT 54	3,435	0.0789
LOT 55	3,670	0.0843
LOT 56	3,317	0.0761
LOT 57	4,013	0.0921
LOT 58	6,376	0.1464
LOT 59	4,468	0.1030
LOT 60	3,555	0.0816
LOT 61	3,000	0.0689
LOT 62	3,000	0.0689
LOT 63	3,000	0.0689
LOT 64	3,000	0.0689
LOT 65	3,256	0.0747
LOT 66	3,117	0.0716
LOT 67	3,000	0.0689
LOT 68	3,000	0.0689
LOT 69	3,107	0.0713
LOT 70	3,454	0.0793
LOT 71	3,744	0.0860
LOT 72	4,237	0.0973
LOT 73	3,793	0.0871
LOT 74	3,416	0.0784
LOT 75	4,177	0.0959
LOT 76	3,000	0.0689
LOT 77	3,000	0.0689
LOT 78	3,000	0.0689
LOT 79	3,000	0.0689
LOT 80	3,000	0.0689

PARCEL TABLE		
PARCEL #	AREA (SF)	AREA (ACRES)
LOT 81	3,001	0.0689
LOT 82	3,015	0.0692
LOT 83	3,309	0.0760
LOT 84	3,674	0.0845
LOT 85	3,992	0.0917
LOT 86	5,033	0.1156
LOT 87	4,696	0.1078
LOT 88	4,245	0.0975
LOT 89	4,245	0.0975
LOT 90	4,245	0.0975
LOT 91	4,095	0.0940
LOT 92	3,658	0.0840
LOT 93	3,648	0.0837
LOT 94	3,396	0.0780
LOT 95	5,370	0.1233

TRACT NO. 4151

BEING ALL OF THE LAND DESCRIBED IN THAT CERTAIN GRANT DEED
 RECORDED ON _____ 2023 AS INSTRUMENT NO. _____
 OFFICIAL RECORDS OF SAN JOAQUIN COUNTY,

CITY OF LATHROP - SAN JOAQUIN COUNTY - CALIFORNIA
 AUGUST, 2023



2850 Collier Canyon Road
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SHEET 8 OF 8 SHEETS

JOB NO.: A21702

EXHIBIT B

CITY INSURANCE REQUIREMENTS

1. The Subdivider shall obtain commercial general liability insurance companies licensed to do business in the State of California with an A.M. Best Company rating Insurance rating of no less than A:VII which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. Said insurance coverage shall be evidenced by a certificate of insurance with policy endorsements, executed by an authorized official of the insurer(s). All parties to the Subdivision Improvement Agreement must be named insured on the policy. The policy endorsements to be attached to the certificate must provide all the following:
 - a. Name the City of Lathrop, its officers, City Council, boards and commissions, and members thereof, its employees and agents as additional insured as respects to any liability arising out of the activities of the named insured. A CG 2010 or CG 2026 endorsement form or the equivalent is the appropriate form.
 - b. State that “the insurance coverage afforded by this policy shall be primary insurance as respects to the City of Lathrop, its officers, employees and agents. Any insurance or self-insurance maintained by the City of Lathrop, its officers, employees, or agents shall be in excess of the insurance afforded to the named insured by this policy and shall not contribute to any loss.
 - c. Include a statement that, “the insurer will provide to the City at least thirty (30) days prior notice of cancellation or material change in coverage.” The above language can be included on the additional insured endorsement form or on a separate endorsement form.
 - d. The policy must contain a cross liability or severability of interest clause.
 - e. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/01/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Denver CO Office 1900 16th Street, Suite 1000 Denver CO 80202 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED D.R. Horton Bay, Inc. 3000 Executive Parkway Suite 100 San Ramon CA 94583 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Liberty Insurance Corporation		42404
	INSURER B: AIG Specialty Insurance Company		26883
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570101025093 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			RMGGL1595449 SIR applies per policy terms & conditions	07/01/2023	07/01/2024	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 SIR/Deductible \$500,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS7-651-288173-033	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N / A	WA765D288173013 AOS WC7651288173023 WI	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE-EA EMPLOYEE \$1,000,000 E L DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Lathrop, elected officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies.

CERTIFICATE HOLDER City of Lathrop 390 Towne Centre Drive Lathrop CA 95330 USA	CANCELLATION 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 <i>Aon Risk Insurance Services West, Inc.</i>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement, effective: 12:01 A.M. 07/01/2023

Forms a part of Policy No.: **RMGGL 159-54-49**

Issued to D.R. Horton

By: **American International Specialty Lines Insurance Company**

ADDITIONAL INSURED - - OWNERS, LESSEES OR CONTRACTORS (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name if Person or Organization:


ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING OPERATIONS WHEN YOU AND SUCH PERSON OR ORGANIZATION HAVE AGREED IN WRITING IN A CONTRACT OR AGREEMENT THAT SUCH PERSON OR ORGANIZATION BE ADDED AS AN ADDITIONAL INSURED ON YOUR POLICY.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

PRIMARY/NON-CONTRIBUTORY WORDING:

IT IS AGREED THAT THIS POLICY IS PRIMARY AS RESPECTS ANY INSURANCE MAINTAINED BY THE ADDITIONAL INSURED AND THAT SUCH INSURANCE MAINTAINED BY THE ADDITIONAL INSURED IS EXCESS AND NON-CONTRIBUTORY WITH THIS POLICY AS RESPECTS TO WORK PERFORMED BY THE NAMED INSURED.



Authorized Representative or
Countersignature (in states where
required)

Policy Number AS7-651-288173-033

Issued By: Liberty Insurance Corp.

SCHEDULE OF ADDITIONAL INSURED - LESSOR(S)

The lessor is an additional insured according to the endorsement which applies in the state of leased vehicles garaging.

Additional Insured - Lessor(s)

Any lessor who has a written contract or agreement requiring you to provide primary coverage for the vehicle(s) specified in the lease.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT # 115

This endorsement, effective: **12:01A.M. 07/01/2023**

Forms a part of Policy No.: **RMGGL 159-54-49**

Issued to: **D. R. Horton, Inc.**

By: **AIG Specialty Insurance Company**

**WAIVER OF SUBROGATION
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms, conditions, and exclusions shall remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in New Jersey

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of Alabama, Arizona, Colorado, Georgia, Idaho, Illinois, Mississippi, Nevada, New Mexico, Oklahoma, South Carolina, West Virginia, the premium charge is 0% of the total manual premium, subject to a minimum premium of \$0 per policy.

In the states of Florida, Iowa, Hawaii, Maryland, Oregon, the premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of New York, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of North Carolina, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-65D-288173-013

Effective Date: 07/01/2023

Premium \$

Issued to: D.R. Horton, Inc.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT –
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 250

Person or Organization

Where required by contract or written agreement prior to loss and allowed by law.

Job Description

Issued by Co 7 - Liberty Insurance Corporation

For attachment to Policy No. WA7-65D-288173-013

Premium \$

Effective Date 07/01/2023 Issued to D.R. Horton, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
<p>Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

EXHIBIT C

TOTAL IMPROVEMENT ESTIMATE

Kier + Wright Civil Engineers & Surveyors, Inc.
Engineer's Opinion of Probable Construction Cost - Onsite Improvements at Eagle's Landing

Date: August 02, 2023 Prepared By: William Diaz

Project No.: A21702

I	Surface Improvements	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	3" AC Paving	83,040	SF	\$2	\$166,080
2	11" Class II A.B.	83,040	SF	\$6	\$498,240
3	Curb and Gutter	5,447	LF	\$11	\$59,917
4	ADA Curb Ramp	6	EA	\$2,500	\$15,000
5	PCC Sidewalk	23,542	SF	\$12	\$282,504
6	PCC Driveway	9,025	SF	\$14	\$126,350
7	Landscape (Provided by KLA)	31,158	SF	\$6.60	\$205,643
8	Landscape Cobble (Provided by KLA)	5,037	SF	\$3	\$15,111
9	Irrigation POC (Provided by KLA)	0.3	EA	\$27,000	\$8,100
10	Signing & Striping	1	LS	\$7,500	\$7,500
	Subtotal Surface Improvements				\$1,384,445

II	Utility Improvements	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	8" Sanitary Sewer (PVC C900)	2736	LF	\$28	\$76,608
2	6" Storm Drain (PVC C900)	9	LF	\$25	\$225
3	12" Storm Drain (PVC C900)	705	LF	\$32	\$22,560
4	18" Storm Drain (PVC POLYPROPYLENE)	2486	LF	\$44	\$109,384
5	24" Storm Drain (PVC POLYPROPYLENE)	977	LF	\$52	\$50,804
6	Hooded Inlet	20	EA	\$3,500	\$70,000
7	Field Drain Inlet	5	EA	\$4,000	\$20,000
8	Area Drain	8	EA	\$290	\$2,320
9	Storm Drain Manhole	5	EA	\$6,000	\$30,000
10	Storm Drain Cleanout	18	EA	\$315	\$5,670
11	Sanitary Sewer Manhole	11	EA	\$6,000	\$66,000
12	Public Fire Hydrant	9	EA	\$6,000	\$54,000
13	3" PVC Irrigation Service	850	LF	\$60	\$51,000
14	3" Irrigation BFP	1	EA	\$5,000	\$5,000
15	2" Meter - Irrigation	1	EA	\$5,000	\$5,000
16	8" Domestic Water Main (PVC C900)	2875	LF	\$90	\$258,750
17	Water meter - Domestic	95	EA	\$2,000	\$190,000
18	Gate Valve	20	EA	\$1,500	\$30,000
19	Sanitary Sewer Clean Outs	95	EA	\$315	\$29,925
20	Bioretention Field Inlet	1	EA	\$4,000	\$4,000
21	4" Perf Pipe	353	LF	\$25	\$8,825
22	8" SDFM (PVC C900)	890	LF	\$28	\$24,920
23	12" SDFM (PVC C900)	1,419	LF	\$50	\$70,950
24	Pump Station (East)	1	LS	\$170,000	\$170,000
25	Pump Station (West)	1	LS	\$80,000	\$80,000
26	Sanitary Sewer Lateral	95	EA	\$2,000	\$190,000
27	Water Service	95	EA	\$1,000	\$95,000
	Subtotal Utility Improvements				\$1,720,941

III	Street Lighting	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Electroliers	19	EA	\$3,200	\$60,800
	Subtotal Street Lighting				\$60,800
IV	Misc	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Bioretention Basin	7,296	SF	\$35.00	\$255,360
	Subtotal Misc				\$255,360
V	Site Demolition and Rough Grading	QUANTITY	UNITS	UNIT COST	TOTAL COST
1	Remove Utility lateral (15" SD)	30	LF	\$100	\$3,000
2	Clearing & Grubbing (Assumed 12" Depth)	23,500	CY	\$0.5	\$11,750
3	Demolish Ex. Structure	1	LS	\$10,000	\$10,000
4	Construction Fencing w/ Fabric	2,500	LF	\$30	\$75,000
5	Stabilized Construction Entrance	2	EA	\$1,000	\$2,000
6	Erosion Control	1	LS	\$20,000	\$20,000
7	Rough Grading (On-Site)	20,500	CY	\$5	\$102,500
	Subtotal Site Demolition and Preparation				\$224,250
Grand Total (Rounded to the Nearest \$100):					\$3,645,800

Notes

1. The above estimate is based on improvement plans dated 06/16/2023.
2. The estimate covers only the civil portion of work and does not cover the associated costs for: architecture, landscaping, mechanical, traffic engineering, environmental, geotechnical or joint trench unless listed in the estimate unless otherwise noted.
3. The estimate is for bonding purposes only and the unit costs may vary from contractor to contractor, depending on their means and methods.
4. This estimate does not include park landscaping and park amenities.

EXHIBIT D

**ENGINEER'S OPINION OF PROBABLE CONSTRUCTION
COSTS FOR GOLDEN VALLEY PARKWAY**



Kier + Wright Civil Engineer & Surveyors, Inc.
Engineer's Opinion of Probable Construction Costs
Golden Valley Parkway

Date: 07/24/2023 Prepared By: William Diaz

Project No.: A21702

No.	Civil	Quantity	Unit	Unit Cost	Total Cost
1	PCC Sidewalk	11,400	SF	\$12.00	\$136,800
2	Curb & Gutter	1,500	LF	\$45.00	\$67,500
3	3.5" Asphalt Pavement	20,000	SF	\$3.00	\$60,000
4	13" Class II AB	20,000	SF	\$4.00	\$80,000
5	18" Storm Drain RCP	1,500	LF	\$250.00	\$375,000
6	Hooded Inlet	5	EA	\$3,500.00	\$17,500
7	Storm Drain Manhole	1	EA	\$6,000.00	\$6,000
8	Electrolier (200' O.C.)	8	EA	\$5,000.00	\$40,000
Subtotal Civil					\$782,800

No.	Demolition	Quantity	Unit	Unit Cost	Total Cost
9	Demolition of Existing Storm Drain AC Pavement and AC Berms	1	LS	\$2,000	\$2,000
10	Clearing & Grubbing Landscape	83,000	SF	\$0.50	\$41,500
Subtotal Demolition					\$43,500

No.	BY OTHERS	Quantity	Unit	Unit Cost	Total Cost
11	Signing & Striping	1	LS	\$10,000	\$10,000
12	Dry Utility Routing	1,500	LF	\$250	\$375,000
13	Traffic Signal Improvements	1	LS	\$250,000	\$250,000
SUBTOTAL BY OTHERS					\$635,000

Grand Total Construction: \$1,461,300

(Rounded to the nearest \$100)

- 1 The above estimate is based on Golden Valley Parkway Schematic Plans dated 11/23/22.
- 2 The estimate covers only the civil portion of work and does not cover the associated costs for: Traffic engineering, enviromental, geotechnical or joint trench, unless listed in the estimate.
- 3 The estimate is for bonding purposes and the unit costs may vary from contractor to contractor, depeneding on their means and methods.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAP
(FINAL MAP 4151)**

August 14, 2023

Via Email

Jules Fulop
First American Title Company
4750 Willow Rd., Suite 275
Pleasanton, CA 94588
Email: jfulop@firstam.com

Re: Recordation of Final Map 4151; Escrow #4151MAP

Dear Jules:

This letter constitutes the joint escrow instructions ("*Escrow Instructions*") of D.R. Horton BAY, Inc., a Delaware corporation ("*DRH*") and the City of Lathrop ("*City*") in connection with the above-referenced escrow ("*Escrow*"). The Escrow was opened in connection with recordation of the above-referenced final map ("*Final Map*"). Recordation of the Final Map is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the "*Transaction*." First American Title Company is referred to as "you" or "*FATCO*."

A. Date for Closing

The Final Map will be recorded at the time designated by DRH as set forth below. The Final Map can only be recorded after the City has approved the map in writing. The closing date for the Transaction is intended to occur by December 31, 2023, at the time designated in writing by DRH, subject to satisfaction of the conditions set forth below ("*Closing*"). If the Final Map has not been recorded by December 31, 2023, FATCO will return the Final Map to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and DRH for recordation in the Official Records of San Joaquin County, California ("*Official Records*").

- B.1. One original Final Map for Tract 4151, executed and acknowledged by the City and DRH (provided to FATCO by City).
- B.2. One copy of executed sewer allocation sheet.
- B.3. One copy of executed water allocation sheet.

The documents listed in Item B.1 above are referred to as the "*Recordation Documents*." The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from DRH, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAP
(FINAL MAP 4151)**

settlement statement prepared by you and approved in writing by both DRH and City (“*Settlement Statement*”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of DRH.

- Funds to be wire transferred directly to the City, immediately upon recordation of the Final Map, in accordance with the wire transfer instructions for each entity are as follows:
 1. The amount of **\$59,866.72**, payable to the City pursuant to that certain Agreement to Settle Litigation Regarding DRH at Lathrop (as amended “*Sierra Club Agreement*”), constituting the amount of **\$3,352.00** multiplied by 17.86 acres (or portion thereof) included in the Final Map, is to be transferred to the City upon recordation of the Final Map.
 2. The amount of **\$346,037.50**, payable to the City for the purchase of surface water capacity, constituting the amount of **\$15.50** multiplied by 22,325 gallons per day included in the Final Map, is to be transferred to the City upon recordation of the Final Map.
 3. The amount of **\$512,658**, payable to the City pursuant to that certain Transfer Agreement Regarding Wastewater Capacity (referred to as “*Wastewater Treatment Capacity Transfer Agreement*”), constituting the amount of **\$29.98** multiplied by 17,100 gallons per day included in the Final Map, is to be transferred to the City upon recordation of the Final Map.
 4. The amount of **\$1,461,300**, payable to the City pursuant to that certain Subdivision Improvement Agreement (referred to as “*SIA*”), is to be transferred to the City upon recordation of the Final Map.

The City’s wire instructions are set forth below. The amounts set forth in Section C are referred to as the “*Closing Funds*.”

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Michael Mandell (mdmandell@drhorton.com); (b) Brad Taylor (btaylor@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us); and (e) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Michael Mandell and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. You have not received any instructions contrary to these Escrow Instructions;

D.3. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAP
(FINAL MAP 4151)**

D.3. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.4. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.5. You have delivered a copy of these instructions, executed by an authorized signatory of FATCO with authority to bind FATCO, by email transmission to Michael Mandell and Brad Taylor at the email addresses set forth above; and

D.6. You have received confirmation (by email or other writing) from Michael Mandell and Brad Taylor to record the Recordation Documents and complete the Transaction.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by DRH that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to the following entity and address:

D.R. Horton BAY, Inc.
3000 Executive Parkway, Suite 100
San Ramon, CA 94588
Attn: Michael Mandell

E.5. Notify (a) Michael Mandell (mdmandell@drhorton.com); (b) Brad Taylor (btaylor@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us); and (e) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us) of the completion of the Transaction;

E.6. Within five (5) business days after the Recordation Date, deliver to: (1) Michael Mandell, D.R. Horton BAY, Inc., 3000 Executive Parkway, Suite 100, San Ramon, CA 94588; and (2) Brad Taylor, City Engineer, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAP
(FINAL MAP 4151)**

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions below and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Michael Mandell Date
Vice President
D.R. Horton BAY, Inc.

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF FINAL MAP
(FINAL MAP 4151)**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from DRH and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATCO, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to DRH and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATCO.

First American Title Company

By: _____

Its: _____

Date: _____

ITEM 4.12

**CITY MANAGER’S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13 CORP YARD IMPROVEMENTS

RECOMMENDATION: Adopt Resolution Approving Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, CIP GG 21-13 Corp Yard Improvements

SUMMARY:

On December 12, 2022, City Council approved a Professional Services Agreement (PSA) with LDA Partners, Inc. (LDA), for the design of the Lathrop Police Department (LPD) Property and Evidence Building (Building), associated with Capital Improvement Project (CIP) GG 21-13 Corporation Yard Improvements.

Due to LDA’s familiarity with the overall goals of CIP GG 21-13 and involvement for the past several months in the site’s layout and other components of this project, staff solicited and received a proposal from LDA, to prepare additional design and construction documents, as well as construction administration services.

Staff request Council approve Amendment No. 1 with LDA for \$178,625 to prepare additional design and construction documents, including construction administration.

Sufficient funds have been allocated in FY 23/24 approved budget.

BACKGROUND:

The Municipal Corporation Yard (Corp Yard) is the City facility that supports the operation and maintenance of the City’s infrastructure and includes the Water Treatment Facility. The Corp Yard will also provide the site for the proposed Building.

On April 12, 2021, City Council approved the creation of CIP GG 21-13. On December 12, 2022, the City and LDA entered into a PSA to perform design engineering services for the LPD Building, associated with CIP GG 21-13 Corp Yard Improvements.

The proposed Amendment No. 1 project scope, includes the following but not limited to;

- Site and building placement revisions
- Monument Signage
- Additional Electrical modifications

CITY MANAGER’S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP
POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, ASSOCIATED
WITH CIP GG 21-13 CORP YARD IMPROVEMENTS

- Ballistics Room
- Updated HVAC systems
- Building revisions

Staff requests Council approve Amendment No. 1 with LDA for \$178,625 to prepare additional design and construction documents, including construction administration.

REASON FOR RECOMMENDATION:

Approval of Amendment No. 1 with LDA will allow staff to move forward with the design phase and construction of the Building.

FISCAL IMPACT:

The cost of the Amendment No. 1 with LDA is \$178,625. Sufficient funds have been allocated in FY 23/24 approved budget.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements
- B. Amendment No. 1 with LDA Partners, Inc., for the Lathrop Police Department Property and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements

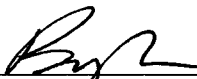
CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 1 WITH LDA PARTNERS, INC. FOR THE LATHROP
POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, ASSOCIATED
WITH CIP GG 21-13 CORP YARD IMPROVEMENTS

APPROVALS:



Ken Reed
Senior Construction Manager

8-2-2023
Date



Brad Taylor
City Engineer

8/3/2023
Date



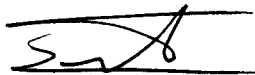
Cari James
Director of Finance

8/2/23
Date



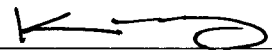
Michael King
Assistant City Manager

7.27.2023
Date



Salvador Navarrete
City Attorney

7.28.2023
Date

 FOR

Stephen J. Salvatore
City Manager

8-7-2023
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 1 WITH LDA PARTNERS, INC., FOR THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, ASSOCIATED WITH CIP GG 21-13 CORP YARD IMPROVEMENTS

WHEREAS, the City's Municipal Corporation Yard (Corp Yard) is the City facility that supports the operation and maintenance of the City's infrastructure and includes the City's Water Treatment Facility; and

WHEREAS, the Corp Yard will also provide the site for the proposed Lathrop Police Department's (LPD) Property and Evidence Building (Building); and

WHEREAS, on December 12, 2022, the City and LDA Partners, Inc. (LDA), entered into a Professional Services Agreement (PSA) to perform design engineering services for the Lathrop Police Department and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements; and

WHEREAS, approval of Amendment No. 1 with LDA in the amount of \$178,625 is requested for LDA to provide additional services for preparing the design and construction documents and to provide construction administration services; and

WHEREAS, sufficient funds have been allocated in the approved FY 23/24 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 1 with LDA Partners, Inc., in the amount of \$178,625 to provide additional services for the design and construction documents and to provide construction administration services for the Lathrop Police Department and Evidence Building, associated with CIP GG 21-13 Corporation Yard Improvements.

The foregoing resolution was passed and adopted this 14th day of August 2023, 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
LDA PARTNERS, INC. DATED DECEMBER 12, 2022**

**TO PERFORM ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE
LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG
21-13**

THIS AMENDMENT (hereinafter "AMENDMENT NO. 1") to the agreement between the City of Lathrop and LDA Partners, Inc. dated December 12, 2022 (hereinafter "AGREEMENT"), dated for convenience this **14th day of August 2023**, is by and between the **City of Lathrop**, a California municipal corporation ("CITY"), and **LDA Partners, Inc.** ("CONSULTANT");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Design Engineering Services, which are required by this agreement; and

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

WHEREAS, on December 12, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide Design Engineering Services for the Police Department Property and Evidence Building, CIP GG 21-13, in the amount not to exceed \$220,000; and

WHEREAS, CONSULTANT has provided CITY with a scope of work attached hereto as Exhibit "A" for Amendment No. 1 for additional Design Engineering Services for the Police Department Property and Evidence Building, CIP GG 21-13; and

WHEREAS, CONSULTANT is willing to render such Design Engineering 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 Design Engineering Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated December 12, 2022. CONSULTANT agrees to diligently perform these services in accordance with the utmost 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 **\$178,625** for the services set forth in Exhibit "A" of this AMENDMENT NO. 1, with a total sum not to exceed of \$398,625 (\$220,000 for the original AGREEMENT, and \$178,625 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 14, 2023**, and it shall terminate no later than **June 30, 2024**. 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 3, 2023 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

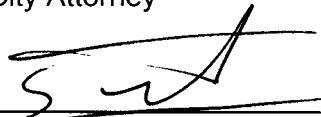
(5) **Signatures**

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 – LDA PARTNERS, INC.
AMENDMENT NO. 1 ADDITIONAL DESIGN ENGINEERING SERVICES FOR THE LATHROP
POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

7-28-2023

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

Date

City Manager

Consultant:

LDA Partners, Inc.
222 Central Court
Stockton, CA 95204

Fed ID # 82-3027292
Lathrop Business License # 20900

Signature

Date

Print Name and Title



20 June 2023

Mr. Ken Reed
 Senior Construction Manager
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330

Re: Lathrop Police Department Evidence Storage

Dear Mr. Reed:

Thank you for your continued interest and trust in LDA Partners to help facilitate the design & construction of the proposed Lathrop Police Department Evidence Storage. Our proposal is based upon the assumption of the following scope of work:

Project Scope:

- II. Added Project Scope - Design & Construction Documents
- III. Construction Administration

Phase II – Added Project Scope:

The proposed project includes additional services to include added improvements to the project to include design and construction document services for additional Phase II design elements for the Lathrop Police Evidence Storage Building which include the following:

- Site and building placement revisions
- Monument Signage
- Additional Electrical modifications
- Ballistics Room
- Updated HVAC systems
- Building revisions per Public Works comments
- All other existing provisions of our contract shall remain in place

Phase III – Construction Administration (to be billed hourly within allowance indicated)

1. Support during the Construction Phase to include:
 - Review/respond to RFI's
 - Submittal review
 - Review Potential Change Orders
 - Issue any RFIs or Construction Bulletins if necessary
 - Punchlist / Project Closeout

Architectural services shall not consist of the following:

1. Reproduction Costs
2. Any fees required by this work
3. Any testing or inspections required by this work before, during or after construction.
4. On-site verification of utilities, building components etc.
5. *LDA Partners* cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
6. Additional services beyond those listed herein.

7. Additional services caused by project delays or interruption.
8. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely manner.
9. Fire sprinkler design, engineering, and documents. To be performance criteria design-build.
10. Signage
11. Civil Design & Documents and Landscape Design & Documents
12. Power & data site infrastructure & site connections
13. Site lighting beyond limits of the Police Department Development.
14. Site utility investigation or potholing to determine location and/or elevation of underground utilities. We anticipate relying on information to be provided by River Islands for all existing utilities and boundary information.
15. Geotechnical testing, reports, and investigations.
16. Any offsite improvements or easement acquisition.
17. Storm Water Quality Control Plan
18. Public plan and profile
19. Site QSD/ QSP services
20. Revisions to conceptual plans, design development drawings, or construction documents, beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein
21. Non- Building Code Required Signage.
22. LEED documentation or design.
23. Design of communication tower.
24. Detailed material take-offs and costs estimates.
25. Completion of NRCA and NRCX forms.
26. Title Reports and supplemental documentation, ALTA Survey/Record of Survey, Boundary Survey, (the Client's Title Company should be contacted for the fees associated with these services).
27. Planning and environmental studies, applications or permitting with local, state and federal agencies.
28. Encroachment Permit Fees and/or Processing.
29. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Site Lighting Design/Gas Design.
30. Off-Site Analysis or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
31. Construction Noise Management Plan.
32. Final or Parcel Map preparation, submittal and processing.
33. Construction staking, inspection, observation, and reports
34. Dust Control/Air Quality Control.
35. Notice of Termination preparation (NOT).
36. Hazardous Material Survey, Testing, or Abatement

The above services will for a fixed fee, in accordance with the listed schedule, as follows.

Additional Services:	\$ 73,625
<u>Construction Administration</u>	<u>\$105,000</u>
Total:	\$178,625

Reimbursable Expenses

Reimbursable expenses *are* listed as an allowance and are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and his employees in the interest of the project at cost plus 10%, which are itemized as follows:

Reproduction Costs
 Shipping/Postage
 Telephone Charges
 Computer Plotting
 Mileage/Travel

Should our services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following schedule:

Architect

Principal Architect:	\$280.00/hour
Project Manager/ Architect:	\$250.00/hour
Planner:	\$200.00/hour
Designer / Interior:	\$175.00/hour
Draftsperson:	\$150.00/hour
Clerical/Staff:	\$95.00/hour

Should the project be terminated or extended beyond sixty days from the date of this proposal, the Architect shall be compensated for all services performed to date. All work will be billed on a monthly basis for service performed to date. All monthly billings not paid within 30 days shall be considered past due, and shall accrue interest from the 31st day at a rate of 1-1/2% per month or 18% per annum. The Architect may at his discretion terminate services if payments are not made within 30 days. Changes to the scope of work shall be subject to renegotiation. This proposal is subject to renegotiation if not agreed upon within sixty (60) days.

Drawings and specifications as instruments of service, not products, shall remain the property of the Architect whether the project for which they are intended is executed or not. The Owner shall be permitted to retain copies of Architects work for information and reference in connection with the Owner's use of the project. The drawings or other work shall not be used by the Owner or others, for other projects, for additions to the project or completion of the project by others, except by written agreement by Architect.

The Owner agrees to defend, indemnify, and hold the Architect, his employees, and consultants harmless from any claim or third party claim related to services for the investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials resulting from the services provided by the Architect pursuant to this Agreement. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement or the rights and obligations of either in relation thereto, the party, the Owner, or the Architect prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and court costs as incurred in such litigation, as determined by a court of competent jurisdiction.

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

Our office looks forward to the continued opportunity to work with you and the City, to achieve yet another successful project. If you have any questions, please let me know.

Cordially,



Eric Wohle, A.I.A.
President, LDA Partners, Inc.

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ITEM 4.13

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE PROFESSIONAL SERVICES AGREEMENT WITH LDA PARTNERS, INC. FOR THE LATHROP ANIMAL CENTER, CIP GG 23-11**

RECOMMENDATION: **Adopt Resolution Approving a Professional Services Agreement with LDA Partners, Inc., for Design and Construction Services for the Lathrop Animal Center, CIP GG 23-11**

SUMMARY:

On January 9, 2023, the City approved creation of Capital Improvement Project (CIP) GG 23-11 (Project), Lathrop Animal Center and approved an inter-fund loan. Approval of a Professional Services Agreement (PSA) with LDA Partners, Inc. (LDA), in the amount of \$850,000 is requested for the design and construction document services for the Lathrop Animal Center.

Due to LDA's familiarity with the overall goals of CIP GG 23-11 and involvement for the past several months in the site's layout and other components of this project, staff solicited and received a proposal from LDA, to prepare the design and construction documents.

Sufficient funds have been allocated in FY 23/24 approved budget.

BACKGROUND:

The City of Lathrop's (City) animal center services were provided by the City of Manteca via contract until contract expiration on September 30, 2022. On October 10, 2022, City Council approved the creation of CIP GG 21-13, Temporary Animal Center, and funding of \$502,000 for the design and construction of the temporary facility.

The temporary facility was constructed at the Corporation Yard under CIP GG 21-13, Corporation Yard Remodeling, and provides a building and storage facilities for the temporary centering and care of animals under the purview of Lathrop Animal Services until a permanent facility is designed and constructed. The City-owned parcel at the southeast corner of Louise Avenue and Howland Road has been selected for the site of the permanent animal Center.

On January 9, 2023, the City approved creation of CIP GG 23-11, Lathrop Animal Center and approved an inter-fund loan of \$7,498,000 from the General Fund Reserves to fund the design and construction of the project.

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AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PSA WITH LDA PARTNERS, INC. FOR THE LATHROP ANIMAL CENTER, CIP GG 23-11

PAGE 2

REASON FOR RECOMMENDATION:

The proposed services with LDA will allow staff to move forward with the design phase and construction of the Project.

FISCAL IMPACT:

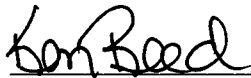
No fiscal impact. Sufficient funds have been allocated in FY 23/24 approved budget for the PSA with LDA for \$850,000.

ATTACHMENTS:

- A. Adopt Resolution Approving a Professional Services Agreement with LDA Partners, Inc., for Design and Construction Document Services for the Lathrop Animal Center, CIP GG 23-11
- B. Professional Services Agreement with LDA Partners, Inc., for Design and Construction Document Services for the Lathrop Animal Center, CIP GG 23-11

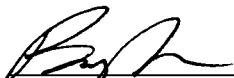
CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
APPROVE PSA WITH LDA PARTNERS, INC. FOR THE LATHROP ANIMAL CENTER, CIP GG 23-11

APPROVALS:



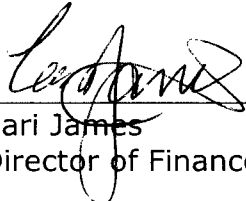
Ken Reed
Senior Construction Manager

8-2-2023
Date



Brad Taylor
City Engineer

8/3/2023
Date



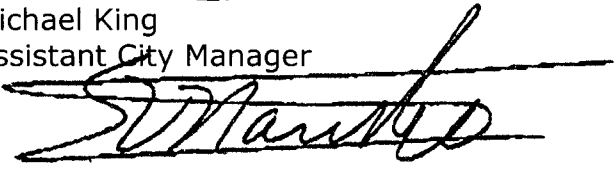
Cari James
Director of Finance

8/7/23
Date




Michael King
Assistant City Manager

8.2.2023
Date



Salvador Navarrete
City Attorney

8/3/2023
Date

 FOR

Stephen J. Salvatore
City Manager

8-7-2023
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LDA PARTNERS, INC., FOR DESIGN AND CONSTRUCTION SERVICES FOR THE LATHROP ANIMAL CENTER, CIP GG 23-11

WHEREAS, on October 10, 2022, City Council approved the creation of CIP GG 22-36, Temporary Animal Center, and funding of \$502,000 for the design and construction of this temporary facility; and

WHEREAS, the temporary facility was constructed at the Corporation Yard under CIP GG 21-13, Corporation Yard Remodeling, and provides a building and storage facilities for the temporary centering and care of animals under the purview of Lathrop Animal Services until a permanent facility is designed and constructed; and

WHEREAS, on January 9, 2023, the City Council approved creation of CIP GG 23-11, the new Lathrop Animal Center and approved an inter-fund loan of \$7,498,000 from the General Fund Reserves to fund the design and construction of the project; and

WHEREAS, approval of a Professional Services Agreement (PSA) with LDA Partners, Inc. (LDA), in the amount of \$850,000 is needed for LDA to provide design and construction document services for the Lathrop Animal Center; and

WHEREAS, sufficient funds have been allocated in FY 23/24 approved budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve a Professional Services Agreement with LDA Partners, Inc., in the amount of \$850,000 to provide for LDA to provide design and construction document services for the Lathrop Animal Center, CIP GG 23-11.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

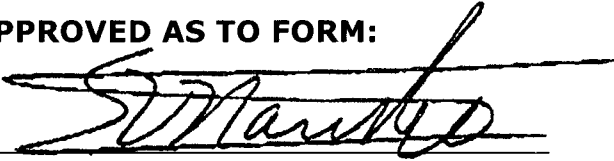
ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:


Salvador Navarrete, City Attorney

CITY OF LATHROP

AGREEMENT FOR PROFESSIONAL SERVICES WITH LDA PARTNERS, INC.

TO PERFORM DESIGN AND CONSTRUCTION DOCUMENT SERVICES FOR THE
LATHROP ANIMAL CENTER, CIP GG 23-11

THIS AGREEMENT, dated for convenience this 14th day of August 2023, is by and between LDA Partners, Inc. ("CONSULTANT") and the City of Lathrop, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Design and Construction Document 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 Design and Construction Document 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 Design and Construction Document 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.

(2) Compensation

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$850,000**, for the Design and Construction Document Services set forth in Exhibit "A". CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

(3) Effective Date and Term

The effective date of this Agreement is **August 14, 2023**, and it shall terminate no later than **June 30, 2025**.

(4) Independent Contractor Status

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

(5) Billings

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

(7) Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit. CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

(8) Assignment of Personnel

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Eric Wohle**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. If CITY asks CONSULTANT to remove a person assigned to the work called for under this Agreement, CONSULTANT agrees to do so immediately, without requiring the City to process a reason or explanation for its request.

(9) Assignment and Subcontracting

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

(10) Insurance

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

- (a) Workers' Compensation. CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than two million dollars (\$2,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

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

(d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers.

The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

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

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

 - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;

 - (iii) Terminate this Agreement.

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

(11) Indemnification - CONSULTANT'S Responsibility

As to the CONSULTANT'S work hereunder, it is understood and agreed that (a) CONSULTANT has the professional skills necessary to perform the work, (b) CITY relies upon the professional skills of CONSULTANT to perform the work in a skillful and professional manner, and (c) CONSULTANT thus agrees to so perform. Acceptance by CITY of the work performed under this Agreement does not operate as a release of said CONSULTANT from such professional responsibility for the work performed. It is further understood and agreed that CONSULTANT is apprised of the scope of the work to be performed under this Agreement and CONSULTANT agrees that said work can and shall be performed in a fully competent manner in accordance with the standard of care applicable to CONSULTANT'S profession. CONSULTANT shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONSULTANT, its employees, subcontractors, or agents, or on account of the performance or character of this work, except for any such claim arising out of the negligence or willful misconduct of the CITY, its officers, employees, agents, or volunteers.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in 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.

(12) Licenses

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

(13) Business Licenses

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

(14) Termination

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

(15) Funding

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

(16) Notices

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

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre
Lathrop, CA 95330
MAIN: (209) 941-7430
FAX: (209) 941-7449

To Consultant: LDA Partners, Inc.
222 Central Court
Stockton, CA 95204
Phone: (209) 943-0405

(17) Miscellaneous

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

- (i) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(18) Notice to Proceed

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

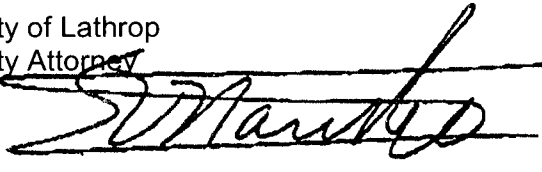
(19) Signatures

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 – LDA PARTNERS, INC.
PROFESSIONAL SERVICES AGREEMENT FOR THE LATHROP ANIMAL CENTER, CIP GG 23-11

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete

8/7/2023

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:

LDA Partners, Inc.
222 Central Court
Stockton, CA 95204

Fed ID # 82-3027292
Lathrop Business License # 20900

Signature

Date

Print Name and Title



DESIGNERS & ARCHITECTS

1 June 2023

Mr. Ken Reed
 Senior Construction Manager
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330

Re: Lathrop Animal Shelter

Dear Mr. Reed:

Thank you for your continued interest and trust in LDA Partners to help facilitate the design & construction of the proposed Lathrop Animal Shelter. We are pleased to forward this proposal for design & construction document services. We propose to provide services in accordance with the following and is based upon the assumption of the following scope of work:

Project Details

Construction Budget = \$7,500,000. No LEED requirement, Project to meet Cal Green mandatory measures. The project is intended as a single story building on approximately 2 acres at the Southeast corner of Louise Ave & Howland Rd. within the City of Lathrop. The total interior building square footage is approx. 7,000 square feet (sf), along with associated covered areas.

Project Scope:

- I. Programming / Conceptual Design
- II. Design Development & Construction Documents
- III. Construction Administration

Standard Scope of Services:

Schematic Design, Design Development, Construction Documents, Bid and Award, Construction Administration, Closeout, Cost Estimates, Services provided would include complete design services including: civil, landscaping, architectural, animal sheltering, structural, mechanical, plumbing, electrical, and cost estimating.

Scope of Services

IA. Program Review

- A. Review the existing City of Lathrop animal services needs to establish basis of facility needs.
- B. Review and validate data and information to establish a defined program and space needs.
- C. Facilitate meetings with City staff, to develop basic components and planning of the building program, and site.
- D. Provide conceptual floor plan study to determine site viability.
- E. Review and recommend proposed building systems and structure to accommodate proposed design.
- F. Provide updated programming documents.

IB. Schematic Design Phase

- A. Create conceptual floor plan & exterior elevations, & renderings.
- B. Create a comprehensive Site Plan.
- C. Provide topographic survey with utility locations.
- D. Provide geotechnical report for subject site and building design.
- E. Facilitate meetings with City staff to review building square footage, required utilities, drainage, zoning, and entitlement needs, to develop Schematic Design Documents.

- F. Obtain, review, and provide Design that meets the applicable Building Codes, City Standards, Entitlement documents, and City guidelines for Design.
- G. Facilitate meetings with City staff to develop Furniture/Fixture/Equipment (FFE) list.
- H. Attend up to 2 City Planning Commission and/or Council meetings and address points of clarification regarding the project.
- I. Prepare and submit package for Planning department review, including architectural plans/sections/elevations, materials and color board, and preliminary grading/drainage/SWPPP plans. Refer to City of Lathrop Planning Submittal Requirements.
- J. Meet with City departments as required for Planning review and approval. Prepare and revise documents as necessary.
- K. Prepare 30% Schematic Design package for City Council approval.
- L. Prepare Cost Estimate with 30% Schematic Design drawings.

II. Design Development Phase Services.

- A. Facilitate meetings with City staff to develop Design Development Documents.
- B. Update (FFE) list.
- C. Prepare and submit Design Development Documents, including: site plans (Civil, Architectural, Lighting, Landscape), floor plans/elevations/sections (Architectural, Structural, MEP, Fire Protection), materials and color boards, specifications, and product literature/cut sheets
- D. Prepare and submit 60% DD drawings to the City for review & comment
- E. Prepare Cost Estimate with 60% Design drawings.

III. Construction Documents/ Bidding & Award Services.

- A. Facilitate and record meetings with City staff to develop Construction Documents.
- B. Prepare and submit copy and PDF of 90% drawings and specifications.
- C. Prepare and submit Cost Estimate with 90% Design drawings
- D. Prepare and submit to Building Department complete set of Documents.
- E. Correct Documents to reflect issues noted by Review for Permit, and resubmit.
- F. Prepare and submit copy and PDF of final approved Specifications and Drawings for bidding. Respond to bidder's questions.
- G. Attend pre-bid meeting and bid opening.
- H. Prepare addenda as required.

IV. Construction Administration & Closeout Services.

- A. Attend weekly construction meetings, and observe construction.
- B. Consultants to visit construction site, observe, and provide written site visit notes, at periodic intervals.
- C. Review and respond Requests for Information (RFI).
- D. Issue Architectural Supplemental Instructions (ASI).
- E. Review Submittals and shop drawings as required per CM.
- F. Provide comment on Request for Change Order (RCO), as determined by CM or City.
- G. Review Punch lists, produce punch lists for specific animal care items
- H. Review commissioning reports.
- I. Provide support services as needed during the project close-out process.
- J. Issue Final Completion and Acceptance letter to the City

Exclusions

Scope of work for this proposal shall **not** include:

1. Hazardous materials investigations, surveys or abatement.
2. All reproduction costs.
3. Any governmental, regulatory, or permitting fees required by this work.
4. Revisions to conceptual plans, design development drawings, or construction documents, beyond the initial revisions contemplated herein. Any revisions beyond those contemplated will be performed on an hourly basis, in accordance with the schedule listed herein.
5. LDA Partners, inc., cannot assume responsibility for construction means, methods, techniques, sequences or procedures, safety precautions, programs connected with the work, or for acts and omissions by the Contractor, subcontractors, or others.
6. Additional services caused by project delays or interruption.
7. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely manner.
8. LDA Partners, Inc. will not be providing inspections or testing before, during or after construction.
9. LEED design, documents, or Cal Green Commissioning.
10. Modifications required by the enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents.
11. Modifications inconsistent with approvals or instructions previously given by the City.
12. Modifications required as a result of bids being greater than third party cost estimates (such as construction manager).
13. Providing services required due to significant Project scope changes, including, but not limited to, size, quality, complexity, the approved Project schedule, or the method of bidding or negotiating and contracting for construction.
14. Services related to any modification, redesign, or reconstruction of improvements beyond the Project boundary including walkways, parking, fencing, landscaping, other existing structures or buildings.
15. Off-Site Analysis, testing, or Capacity Verification and/or Design of Storm, Sewer, or Water Utilities.
16. Radio System, Telephone System, Specialized VSSI (i.e. Thermal or IR cameras, Video Analytics) , Audio Visual Systems , Owner Furnished Owner Installed (OFOI) Systems
17. Services related to public art selection, engineering, construction, fabrication, assessment, or installation.
18. Preparation of communication, marketing and fundraising materials including flyers, kiosks, animations, artist renderings, physical presentation models, videos, web design and content.
19. Services related to entitlements and/or environmental clearance, including applications for variances or modifications to CEQA clearances already obtained.
20. Design of building management system or temperature control system. (low voltage cabling is included with this proposal
21. Title Reports and supplemental documentation, ALTA Survey/Record of Survey, Boundary Survey. (the Client's Title Company should be contacted for the fees associated with these services).
22. Off-Site frontage improvements other than utility connections in street and driveways
23. Any offsite improvements or easement acquisition
24. Storm Water Quality Control Plan
25. Public plan and profile
26. Site QSD/ QSP services
27. Design or modification of dry or wet utility connections. in the street
28. On-site verification of hidden utilities, building components etc.
29. Design of voice / data equipment (LAN, WAN, PBX, phones, etc).
30. Construction Administration support services to be provided hourly with the Not to Exceed Allowance. Additional services beyond this allowance shall be billed as an additional service.
31. Preparing as-built documents.
32. Traffic Studies
33. Fire sprinkler design, engineering, and documents To be performance criteria design-build.
34. Joint Trench Plans/Dry Utility Design/Underground Electrical Design/Gas Design.
35. Construction staking, inspection, observation, and reports

36. Non- Building Code Required Signage.
37. Power & data site infrastructure & site connections
38. Site utility investigation or potholing to determine location and/or elevation of underground utilities. We anticipate relying on information to be provided by the City for all existing utilities and boundary information.
39. Design of communication tower.
40. Completion of NRCA and NRCX forms.
41. Planning and environmental studies, applications or permitting with local, state and federal agencies.
42. Final or Parcel Map preparation, submittal and processing.
43. Dust Control/Air Quality Control
44. Additional services beyond those listed herein.
45. Geotechnical testing, reports, and investigations.

PROPOSED FEE FOR ARCHITECTURAL SERVICES

The above services will be performed for a fixed fee. Time expended in the interest of the project beyond the allocations indicated below will be billed on an hourly basis in accordance with the attached fee schedule:

I.	Programming / Conceptual Design:	\$175,000
II.	Design Development:	\$195,000
III.	Construction Documents:	\$320,000
IV.	Construction Administration:	\$145,000
V.	<u>Reimbursable Allowance:</u>	<u>\$15,000</u>
	Total:	\$850,000

Reimbursable Expenses

Reimbursable expenses *are* listed as an allowance and are in addition to the compensation for basic services and shall include the actual expenditures made by the Architect and his employees in the interest of the project at cost plus 10%, which are itemized as follows: Unused portions of the Reimbursable Allowance will be credited back to the City.

- Reproduction Costs
- Shipping/Postage
- Telephone Charges
- Computer Plotting
- Mileage/Travel outside of San Joaquin County

Should our services be required in addition to these allocations, all additional services will be provided on an hourly basis, in accordance with the following schedule:

Architect

Principal Architect:	\$280.00/hour
Project Manager/ Architect:	\$250.00/hour
Planner:	\$200.00/hour
Designer / Interior:	\$175.00/hour
Draftsperson:	\$150.00/hour
Clerical/Staff:	\$95.00/hour

Should the project be terminated or extended beyond sixty days from the date of this proposal, the Architect shall be compensated for all services performed to date. All work will be billed on a monthly basis for service performed to date. All monthly billings not paid within 30 days shall be considered past due, and shall accrue interest from the 31st day at a rate of 1-1/2% per month or 18% per annum. The Architect may at his discretion terminate services if payments are not made within 30 days. Changes to the scope of work shall be subject to renegotiation. This proposal is subject to renegotiation if not agreed upon within sixty (60) days.

Drawings and specifications as instruments of service, not products, shall remain the property of the Architect whether the project for which they are intended is executed or not. The Owner shall be permitted to retain copies of Architects work for information and reference in connection with the Owner's use of the project. The drawings or other work shall not be used by the Owner or others, for other projects, for additions to the project or completion of the project by others, except by written agreement by Architect.

The Owner agrees to defend, indemnify, and hold the Architect, his employees, and consultants harmless from any claim or third party claim related to services for the Investigation of or remedial work related to asbestos, toxic, hazardous, and/or dangerous materials resulting from the services provided by the Architect pursuant to this Agreement. Should any litigation be commenced between the parties hereto concerning any provision of this Agreement or the rights and obligations of either in relation thereto, the party, the Owner, or the Architect prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorney's fees and court costs as incurred in such litigation, as determined by a court of competent jurisdiction.

Services provided by the Architect and his Consultants will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834.

Our office looks forward to the continued opportunity to work with you and the City, to achieve another successful project. If you have any questions, please let me know.

Cordially,

A handwritten signature in black ink, appearing to read 'Eric Wohle', with a long horizontal flourish extending to the right.

Eric Wohle, A.I.A.
President
LDA Partners, Inc.

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ITEM 4.14

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY AMENDMENT NO. 2 WITH CAROLLO ENGINEERS, INC. FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36**

RECOMMENDATION: **Adopt Resolution Ratifying Amendment No. 2 with Carollo Engineers, Inc., for Aquifer and Storage Recovery, CIP PW 22-36**

SUMMARY:

On January 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) PW 22-36, Aquifer Storage and Recovery (ASR), including a Professional Services Agreement (PSA) with Carollo Engineers, Inc. (Carollo) to complete an engineering feasibility study and preliminary project design. In April 2023, Amendment No. 1 was approved with Carollo for tasks related to the design and bidding phases of the project.

Additional services are necessary to incorporate the grant administration support and replace the first paragraph under Amendment No. 1, Task 2.4, Monitoring Well Installation and Analyses to increase the target drilling depth of a new monitoring well from 900 feet to 1,250 feet below ground surface (BGS), which is anticipated to significantly increase the capacity of the ASR well. Because the drilling contractor became available in mid-July, about a month earlier than anticipated, approval of the additional target depth and associated Amendment No. 2 was approved by the City Manager. Ratification of Amendment No. 2 is requested.

Staff is requesting City Council ratify Amendment No. 2 in the amount of \$83,160 with Carollo. Sufficient funds have been allocated in the approved fiscal year budget 23/24.

BACKGROUND:

The City's drinking water comes from two sources, local groundwater and surface water purchased from the South San Joaquin Irrigation District (SSJID). The City's water supply historically has been reliable and staff has taken the necessary steps to plan for future growth and the corresponding water needs. An ASR project allows for improved reliability of the City's water supplies by pumping and storing surface water purchased from the SSJID during wet seasons into the ground for subsequent recovery and use during dry seasons, times of drought, or water supply shortage.

On December 12, 2022 Council approved a resolution authorizing a grant application, acceptance and execution for grant funding through the 2022 Urban Community Drought Relief Grant Program (UCDRGP) administered by the Department of Water Resources (DWR).

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
RATIFY AMENDMENT NO. 2 WITH CAROLLO ENGINEERS, INC. FOR AQUIFER STORAGE AND RECOVERY, CIP PW 22-36

On June 9, 2023 DWR issued the Award Notification to the City to inform that the City of Lathrop was awarded \$4,500,000 for the UCDRGP.

Ratification of Amendment No. 2 with Carollo is requested for the additional tasks needed for grant administration support and to add additional depth for a second monitoring well.

REASON FOR RECOMMENDATION:

Ratification of Amendment No. 2 with Carollo in the amount of \$83,160 is recommended to include the following services:

- Amend Task 2.4, under Amendment No. 1 to increase the target drilling depth of the new monitoring well from 900 feet to 1,250 feet below ground surface in anticipation of confirming the presence of sand and gravel in the aquifer that could significantly increase the capacity of the ASR well
- Add Grant Administration Support tasks to assist staff to comply with the grant funding requirements.

FISCAL IMPACT:


No fiscal impact. Sufficient funds have been allocated in the approved fiscal year budget 23/24.

ATTACHMENTS:

- A. Resolution Ratifying Amendment No. 2 with Carollo Engineers, Inc., for Aquifer and Storage Recovery Well Design Services, CIP PW 22-36
- B. Amendment No. 2 with Carollo Engineers, Inc. for Aquifer Storage and Recovery Well Design Services , CIP PW 22-36

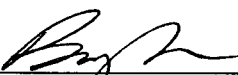
CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
RATIFY AMENDMENT NO. 2 WITH CAROLLO ENGINEERS, INC. FOR AQUIFER
STORAGE AND RECOVERY, CIP PW 22-36

APPROVALS:



Greg Gibson
Senior Civil Engineer

07/25/2023
Date



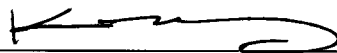
Brad Taylor
City Engineer

7/26/2023
Date



Cari James
Finance Director

7/26/23
Date



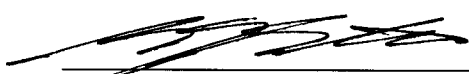
Michael King
Assistant City Manager

8.2.2023
Date



Salvador Navarrete
City Attorney

7.26.2023
Date



Stephen J. Salvatore
City Manager

8-3-23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., FOR AQUIFER AND STORAGE RECOVERY, CIP PW 22-36

WHEREAS, on January 10, 2022, City Council approved the creation of Capital Improvement Project (CIP) PW 22-36, Aquifer Storage and Recovery (ASR), including a Professional Services Agreement (PSA) with Carollo Engineers, Inc. (Carollo) to complete an engineering feasibility study and preliminary project design; and

WHEREAS, in April 2023, Amendment No. 1 was approved with Carollo for tasks related to the design and bidding phases of the project; and

WHEREAS, additional services are necessary to incorporate the grant administration support and replace the first paragraph under Amendment No. 1, Task 2.4, Monitoring Well Installation and Analyses to add approximately 350 feet of additional depth for a second on-site monitoring well that could significantly increase the capacity for the ASR well; and

WHEREAS, because the drilling contractor became available in mid-July, about a month earlier than anticipated, approval of the additional target depth and associated Amendment No. 2 was provided by the City Manager, and ratification of Amendment No. 2 is requested; and

WHEREAS, ratification of Amendment No. 2 with Carollo in the amount of \$83,160 is recommended to include the following services:

- Amend Task 2.4, under Amendment No. 1 to increase the target drilling depth of the new monitoring well from 900 feet to 1,250 feet below ground surface in anticipation of confirming the presence of sand and gravel in the aquifer that could significantly increase the capacity of the ASR well
- Add Grant Administration Support tasks to assist staff comply with the grant funding requirements; and

WHEREAS, sufficient funds have been allocated in the approved fiscal year budget 23/24.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify Amendment No. 2 with Carollo Engineers, Inc. in the amount of \$83,160 for grant administration support services and to add additional depth for a second monitoring well planned, CIP PW 22-36 Aquifer Storage and Recovery.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

AMENDMENT NO. 2
TO THE AGREEMENT BETWEEN THE CITY OF LATHROP AND
CAROLLO ENGINEERS, INC.
TO PROVIDE THE LATHROP AQUIFER STORAGE AND RECOVERY
WELL DESIGN SERVICES, CIP PW 22-36

THIS AMENDMENT (hereinafter "AMENDMENT NO. 2") to the agreement between **Carollo Engineers, Inc.**, and the City of Lathrop dated January 10, 2022 (hereinafter "AGREEMENT") dated for convenience this **14th day of August 2023**, is by and between **Carollo Engineers, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

RECITALS:

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

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

WHEREAS, on January 10, 2022, CONSULTANT and CITY entered into an AGREEMENT to provide the Lathrop Aquifer Storage and Recovery and Feasibility Study and Funding Support, CIP PW 22-36, not to exceed \$301,744; and

WHEREAS, on April 10, 2023, CONSULTANT and CITY entered into Amendment No. 1 for the AGREEMENT to provide the Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36, not to exceed \$1,547,242; and

WHEREAS, CONSULTANT provided scope of work attached hereto as Exhibit "A" for AMENDMENT NO. 2 for additional Lathrop Aquifer Storage and Recovery Well Design Services, CIP PW 22-36.

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

AMENDMENT NO. 2 TO AGREEMENT

- (1) **Scope of Service.** Section (1) of the AGREEMENT and AMENDMENT NO.1 for Consulting is hereby amended to add the following:

CONSULTANT agrees to perform Engineering Services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" in addition to the scope of work in the original AGREEMENT dated January 10, 2022, and AMENDMENT NO.1 dated April 10, 2023 (as amended).

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 2
WITH CAROLLO FOR LATHROP AQUIFER STORAGE AND RECOVERY WELL
DESIGN SERVICES, CIP PW 22-36

CONSULTANT agrees to diligently perform these services in accordance with the 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 sum of **\$83,160** for services listed of Exhibit "A" of this AMENDMENT NO.2, with a total sum not to exceed of \$1,932,146 (\$301,744 for the original AGREEMENT, \$1,547,242 for AMENDMENT NO.1 and \$83,160 for AMENDMENT NO.2). 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, AMENDMENT NO.1 and this AMENDMENT NO.2 unless a written change order or authorization describing the extra work and payment terms has been executed by CITY'S Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term

The effective date of AMENDMENT NO. 1 is **August 14th, 2023**, and it shall terminate no later than **June 30, 2026**. All other terms of the original AGREEMENT shall remain in full force and effect.

(4) Applicability to Original Consultant AGREEMENT

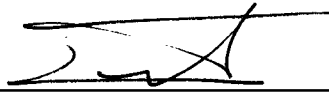
All terms and conditions set forth in the AGREEMENT dated January 10th, 2022 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

(5) Signatures

The individuals executing this AMENDMENT NO.2 represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT NO.2 on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

CITY OF LATHROP – CONSULTING SERVICES AGREEMENT AMENDMENT NO. 2
WITH CAROLLO FOR LATHROP AQUIFER STORAGE AND RECOVERY WELL
DESIGN SERVICES, CIP PW 22-36

Approved as to Form: City of Lathrop
City Attorney



Salvador Navarrete Date 7.24.2017

Recommended for Approval: City of Lathrop
Public Works Director

Assistant City Manager Date

Approved by: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Consultant: Carollo Engineers, Inc.
2880 Gateway Oaks Drive, Suite 300
Sacramento, CA 95833

Federal ID # _____
Business License # _____

Signature Date

Print Name and Title

Signature Date

Print Name and Title

2880 Gateway Oaks Drive, Suite 300
Sacramento, California 95833
P 916-565-4888

carollo.com



July 25, 2023

Mr. Greg Gibson
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Aquifer Storage and Recovery Design Services (CIP PW 22-36) – Amendment No. 2

Dear Greg:

As summarized in the June 21, 2023 Technical Memorandum, *Stewart Site – Justification for the Cost of Exploration Drilling from 900 to 1,250 feet Below Ground*, the aquifer storage and recovery (ASR) well design team believes that there are benefits to increasing the depth of the exploratory drilling for Monitoring Well No. 2 (MW2) to 1,250 feet below ground surface (BGS). The potential benefits to this increased drilling depth are based on evaluation of newly available hydrogeological data that were not available during preparation of Amendment 1. The estimated cost to drill the additional 350 ft (relative to 900 feet proposed under Amendment 1) is \$61,000 and would provide enhanced data acquisition for ASR well design, improved resource evaluation to potentially increase the quantity of water to be stored, and better information for future planning and risk mitigation.

Amendment 2 also includes Grant Administration Support services to assist the City with reporting and responding to grant requirements that had not been established prior to approval of Amendment 1.

If you have any questions on the enclosed scope of services for Amendment 2, please contact me at 209.482.6586 or jpeterson@carollo.com.

Sincerely,
CAROLLO ENGINEERS, INC.

Justin Peterson, PE
Project Manager / Associate Vice President

JP:

Enclosures:

- Amendment 2 Scope of Services

cc: Christina Romano

**AMENDMENT 2
SCOPE OF SERVICES**

CITY OF LATHROP

AND

CAROLLO ENGINEERS, INC.

AQUIFER STORAGE AND RECOVERY WELL DESIGN

PURPOSE OF AMENDMENT

This amendment modifies the Agreement between the City of Lathrop (CITY) and Carollo Engineers (CONSULTANT) to include the following:

- Increase the target drilling depth of the new monitoring well (previously described under Amendment 1, Task 2.4) from 900 feet to 1,250 feet below ground surface (BGS).
- Incorporate the Grant Administration Support task (previously described under Amendment 1, Optional Task 11) to the agreement.

CONSULTANT'S SERVICES

Replace the first paragraph under Amendment 1, Task 2.4 with the following:

Task 2.4 Monitoring Well Installation and Analyses

As described in the ASR feasibility study, Luhdorff & Scalmanini Consulting Engineers (LSCE) will obtain the services of a licensed well driller to complete a second on-site monitoring well to an approximate depth of 1,250 ft below ground surface (BGS). The monitoring well will be used to evaluate groundwater conditions to the stated depth and be used to determine the design depth of the ASR well.

Add the following new task:

TASK 7 - GRANT ADMINISTRATION SUPPORT

CONSULTANT will assist CITY staff with administrative tasks required to comply with grant funding requirements. Anticipated tasks include preparation of quarterly progress reports, project completion reports, and post-construction reports. This task assumes up to 80 CONSULTANT staff hours to furnish grant administration support, including one meeting with CITY staff

TIME OF PERFORMANCE

CONSULTANT will perform the tasks described under this Amendment in accordance with the schedule presented with Amendment 1.

PAYMENT

Payment to the CONSULTANT for services performed under this Amendment shall be based on the revised fee table below, consistent with the terms of the Agreement and Amendment 1, on a time and materials basis.

Task	Amend. 1 Total	Amend. 2 Change	Revised Total
Feasibility Study Subtotal	\$301,744		\$301,744
Design Phase			
Task 1 – Project Coordination & Admin.	\$131,702		\$131,702
Task 2 – Data Collection and PDR	\$538,077	+\$61,000	\$599,077
Task 3 – DWSAP Report	\$47,335		\$47,335
Task 4 – Detailed Design	\$783,887		\$783,887
Task 5 – Permitting Assist.	\$11,348		\$11,348
Task 6 – Bidding Assist.	\$34,893		\$34,893
Task 7 – Grant Admin. Support ⁽¹⁾	-	+\$22,160	\$22,160
Design Phase Subtotal	\$1,547,242		\$1,630,402
Total	\$1,848,986	+\$83,160	\$1,932,146

(1) New Task; described as "Optional Task 11" in Amendment 1.

The revised not-to-exceed cost limit to the CONSULTANT's services, excluding Engineering Services During Construction and Commissioning tasks (to be reflected in a future amendment), shall be **\$1,932,146**.

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AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON ENTERPRISE, INC. FOR THE PURCHASE IN-CAR VIDEO SOLUTION AND OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT

Therefore, staff requests City Council ratification of the approved agreements with Axon Enterprise, Inc. for the purchase of the ten (10) additional in-car video solutions and the purchase of eight (8) additional Officer Safety Plan 7 Bundles for the Police Department. There are sufficient funds in the police department’s budget to cover the cost of the agreements.

BACKGROUND:

During the initial startup of the new City of Lathrop Police Department, the City selected Axon Enterprise, Inc. to outfit the new Police Department vehicles and officers. Axon is the sole distributor and service provider for the Axon body worn cameras, tasers, and in-car video equipment. The Axon system unifies the operation of body worn cameras, tasers, and in-car video and provides storage for the data gathered from them. Having the Axon cameras contributes to accountability, transparency and building public trust within the community.

In preparation for the launch of the new police department, the City purchased thirty-eight (38) body worn cameras, tasers, and supporting software for the sworn and non-sworn officers. The City also purchased twenty-one (21) in-car video solutions for the sixteen (16) Ford Interceptors for Patrol and the five (5) Dodge Chargers for Command staff and Investigations. The Axon agreements included software and support services for a 60 month term to provide storage for the data gathered from the cameras.

The table below details the initial Axon agreements signed on October 28, 2021 and ratified by City Council on November 8, 2021:

Date	Description	Term for software and support	Total Agreement Cost
10/28/21	38 Full body worn cameras, tasers, and software	60 months	\$274,826
10/28/21	21 In-car video solutions	60 months	\$602,607

The new Lathrop Police Department took over law enforcement services from San Joaquin County Sheriff’s Office on June 29, 2022. Upon termination of the contract with the Sheriff’s Office, the City owned vehicles being utilized by the Sheriff’s Office were returned to the City of Lathrop to be upfitted and repurposed for our police personnel. The returned vehicles were evaluated by staff, and it was determined that additional in-car video solutions were needed. A new Axon agreement was authorized by the City Manager on September 30, 2022, in the amount of \$120,513, to purchase an additional ten (10) in-car video solutions. Therefore, the Axon Agreement was signed to avoid supply chain and shipping delay issues in receiving the required equipment. This allowed for a smoother process and continuance of essential services.

RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON ENTERPRISE, INC. FOR THE PURCHASE IN-CAR VIDEO SOLUTION AND OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT

During the January 10, 2023 City Council Regular Meeting, the City Council approved five (5) additional sworn positions, and two (2) additional sworn positions during the February 13, 2023, City Council Regular Meeting. With the addition of the seven (7) new sworn personnel, and to ensure the required equipment would be received in time, the City Manager signed an agreement, in the amount of \$126,216, with Axon to purchase eight (8) additional Officer Safety Plan 7 Bundles, which included the body worn cameras, tasers, and supporting software.

Pursuant to the City’s Purchasing Policy, the Axon agreements for the purchase of ten (10) in-car video solution and the purchase of eight (8) additional Officer Safety Plan 7 Bundles requires the City Council approval/ratification. The table below details the Axon agreements that are being requested for City Council ratification:

Date	Description	Term	Total Cost
09/30/22	10 In-car video solutions	60 months	\$120,513
03/02/23	8 Officer Safety Plan 7 Bundles	44 months	\$126,216

REASON FOR RECOMMENDATION:

The Axon system is designed to meet legal requirements and specifications for law enforcement agencies. Thus, ensuring that the data gathered from body worn cameras, tasers, and in-car video equipment complies with applicable laws and regulations. While advancing transparency and public trust. Therefore, staff requests the City Council ratification of the approved agreements with Axon Enterprise, Inc. for the purchase of ten (10) in-car video solutions and the purchase of eight (8) additional Officer Safety Plan 7 Bundles for the Lathrop Police Department.

FISCAL IMPACT:

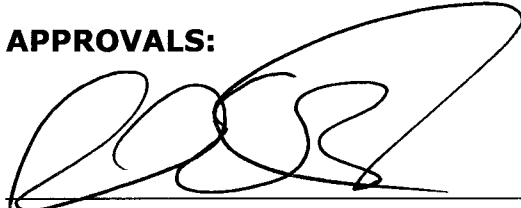
The total cost for the Axon agreements to purchase ten (10) in-car video solution and eight (8) additional Officer Safety Plan 7 Bundles is \$246,729. Sufficient funds are currently allocated in the Police Department FY 22-23 budget to cover the costs of the agreements. There is no additional fiscal impact at this time.

ATTACHMENTS:

- A. Resolution to Ratify City Manager’s Action to Approve Agreements with Axon Enterprise, Inc. for the Purchase of Ten (10) Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training and Purchase of Eight (8) Additional Officer Safety Plan 7 Bundles for the Lathrop Police Department
- B. Agreement for the Purchase of the Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training
- C. Agreement for the Purchase of Eight (8) Additional Officer Safety Plan 7 Bundles for the Lathrop Police Department

CITY MANAGER'S REPORT **PAGE 5**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER APPROVAL OF AGREEMENTS WITH AXON
ENTERPRISE, INC. FOR THE PURCHASE OF TEN (10) AXON IN-CAR VIDEO
SOLUTION AND PURCHASE OF EIGHT (8) ADDITIONAL OFFICER SAFETY
PLAN 7 BUNDLES FOR THE LATHROP POLICE DEPARTMENT

APPROVALS:



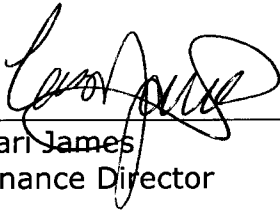
Raymond Bechler
Chief of Police

7/31/23
Date



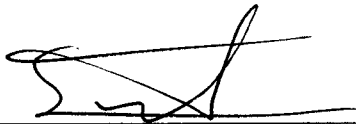
Tony Fernandes
Information Systems Director - CIO

8-2-2023
Date



Carl James
Finance Director

8/2/2023
Date



Salvador Navarrete
City Attorney

7-28-2023
Date



Stephen J. Salvatore
City Manager

8-3-23
Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER'S ACTION TO APPROVE AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE PURCHASE OF TEN (10) AXON FLEET IN-CAR VIDEO SOLUTION AND ITS SUPPORTING INFORMATION, SERVICES AND TRAINING AND PURCHASE OF THE EIGHT (8) ADDITIONAL OFFICER SAFETY PLAN 7 BUNDLES FOR THE POLICE DEPARTMENT

WHEREAS, during the initial startup of the new Lathrop Police Department, the City selected Axon Enterprise, Inc. to provide body worn cameras, tasers, and in-car video equipment; and

WHEREAS, Axon is the sole distributor and service provider for the Axon body worn cameras, tasers, and in-car video equipment; and

WHEREAS, the Axon system unifies the operation of body worn cameras, tasers, and in-car video and provides storage for the data gathered from them; and

WHEREAS, on October 28, 2021, the City Manager signed two agreements, one to purchase thirty-eight (38) body worn cameras and tasers, and the second to purchase twenty-one (21) in-car videos for sixteen (16) Ford Interceptors for Patrol and five (5) Dodge Chargers for Command staff; and

WHEREAS, the City Council ratified the Axon agreements during the November 8, 2021 City Council meeting; and

WHEREAS, on June 29, 2022, the new Lathrop Police Department took over law enforcement services from the San Joaquin County Sheriff's Office, and the City owned vehicles being used by the Sheriff's Office were returned to the City to be upfitted and repurposed; and

WHEREAS, the City Manager approved another Axon agreement on September 30, 2022, in the amount of \$120,513, to purchase an additional ten (10) in-car video solutions to avoid delay in receiving the required equipment and to continue to provide essential City services; and

WHEREAS, during the January 10 and February 13, 2023, City Council Regular Meetings, the City Council approved seven (7) additional sworn personnel; and

WHEREAS, with the addition of the seven (7) sworn personnel, and to ensure the required equipment would be received in time for the new personnel, the City Manager signed an agreement with Axon, in the amount of \$126,216, to purchase eight (8) additional Officer Safety Plan 7 Bundles, which includes the body worn cameras, tasers, and supporting software; and

WHEREAS, pursuant to the City's Purchasing Policy, the Axon agreements for the purchase of ten (10) in-car video solution and the purchase of eight (8) additional Officer Safety Plan 7 Bundles require City Council approval; and

WHEREAS, the total cost for the Axon agreements to purchase ten (10) in-car video solution and eight (8) additional Officer Safety Plan 7 Bundles is \$246,729; and

WHEREAS, there are sufficient funds in the Police Department budget for FY 22-23 to cover the cost of the agreements.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby ratify the City Manager's action to approve agreements with Axon Enterprise, Inc. for the purchase of ten (10) Axon Fleet In-Car Video Solutions, and purchase of the eight (8) additional Officer Safety Plan 7 Bundles for the Police Department.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

390 Towne Centre Dr. – Lathrop, CA 95330
Phone (209) 941-7220 – fax (209) 941-7248
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Axon Enterprise, Inc.
Attn: Thom Ruseva-Mahan
17800 N. 85th Street
Scottsdale, AZ 85255

Attachment B

Dear Mr. Ruseva-Mahan:

Enclosed please find your original executed agreement for the **Purchase of the Axon Fleet In-Car Video Solution and its Supporting Information, Services and Training.** This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,


Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-399766-44833.995KM

Expires: 09/30/2022

Quote Expiration: 09/30/2022

Estimated Contract Start Date: 10/1/2022

Account Number: 518257

Payment Terms: N30

Delivery Method: FedEx - Ground

SHIP TO

Lathrop Police Department
 940 River Islands Parkway
 Lathrop, CA 95330
 USA

BILL TO

Lathrop Police Department - CA
 390 Towne Centre Drive
 Lathrop, CA 95330
 USA
 Email:

SALES REPRESENTATIVE

Thom Ruseva-Mahan
 Phone: +1 4804148450
 Email: tmahan@axon.com
 Fax: +1 4809993359

PRIMARY CONTACT

Tony Fernandes
 Phone:
 Email: tfernandes@ci.lathrop.ca.us
 Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$116,370.00
ESTIMATED TOTAL W/ TAX	\$120,512.05

Discount Summary

Average Savings Per Year	\$8,502.40
TOTAL SAVINGS	\$42,512.00

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$23,274.00	\$828.41	\$24,102.41
Dec 2023	\$23,274.00	\$828.41	\$24,102.41
Dec 2024	\$23,274.00	\$828.41	\$24,102.41
Dec 2025	\$23,274.00	\$828.41	\$24,102.41
Dec 2026	\$23,274.00	\$828.41	\$24,102.41
Total	\$116,370.00	\$4,142.05	\$120,512.05

Quote Unbundled Price: \$158,882.00
 Quote List Price: \$124,802.00
 Quote Subtotal: \$116,370.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$5,280.00)	(\$5,280.00)	(\$462.00)	(\$5,742.00)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$3,150.00)	(\$3,150.00)	(\$275.65)	(\$3,425.65)
Fleet3A	Fleet 3 Advancad	10	60	\$264.80	\$208.00	\$208.00	\$124,800.00	\$4,879.70	\$129,679.70
Total							\$116,370.00	\$4,142.05	\$120,512.05

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	10	12/01/2022
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	10	12/01/2022
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	10	12/01/2022
Fleet 3 Advanced	72034	FLEET SIM INSERTION, VZW	10	12/01/2022
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	10	12/01/2022
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	10	12/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	20	01/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	10

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	10	01/01/2023	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10	12/01/2023	12/31/2027

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 1	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 1	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 2	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 2	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 3	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 3	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 4	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 4	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Dec 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100552	TRANSFER CREDIT - GOODS	1	(\$1,056.00)	(\$92.40)	(\$1,148.40)
Year 5	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$630.00)	(\$55.13)	(\$685.13)
Year 5	Fleet3A	Fleet 3 Advanced	10	\$24,960.00	\$975.94	\$25,935.94
Total				\$23,274.00	\$828.41	\$24,102.41

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

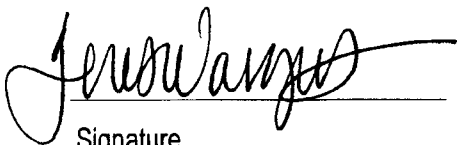
Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00045216 (originated via Q-399766) and is terminating that contract upon the new license start date (1/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$8430.00 to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2022-12/15/2022, resulting in a 1/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 4-5 Billing of contract 45216.



Signature

9/30/22

Date Signed

TERESITA VARGAS
9/29/2022 Director of Government
Services, City Clerk
for Stephen Salvatore
City Manager



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Lathrop Police Department - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.



Office of the City Manager

390 Towne Centre Drive, Lathrop, CA 95330
Phone (209) 941-7220 – Fax (209) 941-7229
www.ci.lathrop.ca.us

NOTICE TO PROCEED

Attachment C

Axon Enterprise, Inc.
Attn: Thom Ruseva-Mahan
17800 N. 85th Street
Scottsdale, AZ 85255

Dear Mr. Ruseva-Mahan:

Enclosed please find your original executed Agreement for the Purchase of **Eight (8) Additional Officer Safety Plan 7 Bundles for the Lathrop Police Department, Quote Q-449517-44952-845TR**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding this agreement, please contact Kyle Oki at (209) 647-6402, the staff member directly involved with this project.

Sincerely,

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

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

Q-449517-44952.845TR



Quote Expiration: 03/15/2023



Account Number: 518257

Payment Terms: N30

Delivery Method:

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737



SHIP TO Lathrop Police Department *Attn: Tony Fernandes* 390 Towne Centre Dr Lathrop, CA 95330-9358 USA	BILL TO Lathrop Police Department - CA 390 Towne Centre Drive Lathrop, CA 95330 USA Email:	SALES REPRESENTATIVE Thom Ruseva-Mahan Phone: +1 4804148450 Email: tmahan@axon.com Fax: +1 4809983359	PRIMARY CONTACT Tony Fernandes Phone: (209) 468-4400 Email: tfernandes@ci.lathrop.ca.us Fax:
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Quote Summary

Discount Summary

Program Length 44 Months
TOTAL COST \$120,901.12
ESTIMATED TOTAL W/ TAX \$126,215.28

Average Savings Per Year \$12,659.52
TOTAL SAVINGS \$46,418.24

Payment Summary

Date	Subtotal	Tax	Total
Mar 2023	\$30,225.29	\$1,328.54	\$31,553.83
Nov 2023	\$30,225.29	\$1,328.54	\$31,553.83
Nov 2024	\$30,225.29	\$1,328.54	\$31,553.83
Nov 2025	\$30,225.25	\$1,328.54	\$31,553.79
Total	\$120,901.12	\$5,314.16	\$126,215.28

Quote Unbundled Price: \$167,319.36
 Quote List Price: \$120,901.12
 Quote Subtotal: \$120,901.12

Quote Unbundled Price: \$167,319.36
 Quote List Price: \$120,901.12
 Quote Subtotal: \$120,901.12

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
73942	OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	16		\$54.00	\$54.00	\$6,912.00	\$604.80	\$7,516.80
2022OSP7+Premium	OFFICER SAFETY PLAN 7 PLUS Premium	8	44	\$438.68	\$306.81	\$306.81	\$107,997.12	\$4,185.04	\$112,182.16
A la Carte Hardware									
AB3C	AB3 Camera Bundle	8			\$749.00	\$749.00	\$5,992.00	\$524.32	\$6,516.32
Total							\$120,901.12	\$5,314.16	\$126,215.28

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	9	03/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	03/01/2023
AB3 Camera Bundle	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	9	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	100126	AXON VR TACTICAL BAG	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	100186	HTC FOCUS 3 WRIST TRACKER	2	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 9R	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20018	TASER 7 BATTERY PACK, TACTICAL	9	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20161	TASER 7 HOLSTER - SAFARILAND, LH+CARD CARRIER	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20298	VR-ENABLED GLOCK 19 CONTROLLER	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20378	HTC FOCUS 3 VR HEADSET	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	20378	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	24	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	24	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	16	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	74200	TASER 7 6-BAY DOCK AND CORE	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	75015	SIGNAL SIDEARM KIT	8	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	03/01/2023
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2024
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2024
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	16	03/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	1	09/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	1	09/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	73309	AXON CAMERA REFRESH ONE	8	09/01/2025
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2026
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2026
OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	16	03/01/2027
OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	16	03/01/2027
OFFICER SAFETY PLAN 7 PLUS Premium	73310	AXON CAMERA REFRESH TWO	8	03/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS Premium	100165	UNLIMITED 3RD-PARTY STORAGE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	100590	MY90 LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	1	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	20370	FULL VR TASER ADD-ON USER ACCESS	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73478	REDACTION ASSISTANT USER LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73618	CITIZEN FOR COMMUNITIES USER LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73638	STANDARDS ACCESS LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73680	RESPOND DEVICE PLUS LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73681	AXON RECORDS FULL	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73682	AUTO TAGGING LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73739	PERFORMANCE LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	85760	Auto-Transcribe Unlimited Service	8	04/01/2023	11/30/2026

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN 7 PLUS Premium	100105	MY90 SETUP	1
OFFICER SAFETY PLAN 7 PLUS Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	8

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	8	04/01/2023	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	1	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	1	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	9	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	8	03/01/2024	11/30/2026
OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	03/01/2024	11/30/2026

Payment Details

Mar 2023		Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1		2022OSP7+Premium		OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.29	\$1,046.26	\$28,045.55
Year 1		73942		OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 1		AB3C		AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total						\$30,225.29	\$1,328.54	\$31,553.83

Nov 2023		Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2		2022OSP7+Premium		OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.29	\$1,046.26	\$28,045.55
Year 2		73942		OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 2		AB3C		AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total						\$30,225.29	\$1,328.54	\$31,553.83

Nov 2024		Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3		2022OSP7+Premium		OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.29	\$1,046.26	\$28,045.55
Year 3		73942		OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 3		AB3C		AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total						\$30,225.29	\$1,328.54	\$31,553.83

Nov 2025		Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4		2022OSP7+Premium		OFFICER SAFETY PLAN 7 PLUS Premium	8	\$26,999.25	\$1,046.26	\$28,045.51
Year 4		73942		OFFICER SAFETY PLAN 7 PREMIUM TRUE UP PAYMENT	8	\$1,728.00	\$151.20	\$1,879.20
Year 4		AB3C		AB3 Camera Bundle	8	\$1,498.00	\$131.08	\$1,629.08
Total						\$30,225.25	\$1,328.54	\$31,553.79

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is governed by the Master Services and Purchasing Agreement executed between City of Lathrop and Axon Enterprise Inc. (formerly TASER International, Inc.) dated October 28, 2021 titled "Full Body Cameras and TASERs for Police Officers of the new Lathrop Police Department Vehicle Fleet" (Agreement) as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.



Signature

3-2-23

Date Signed

1/26/2023



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ITEM 4.16

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT WITH MAGELLAN FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE**

RECOMMENDATION: **Adopt a Resolution to Accept Funding From Local Agency Technical Assistance Grant Award, Create CIP GG 24-24 for Broadband Infrastructure, Approve Related Budget Amendment and Ratify an Agreement with Magellan for the Development of a Master Plan for Broadband Infrastructure**

SUMMARY:

The Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California with their efforts to provide high-speed broadband to unserved and underserved residents. The program made fifty-million dollars (\$50,000,000) available to California local agencies for the facilitation of engineering design, needs assessments, broadband strategic plans and business plans to provide local residents with high-speed broadband.

Staff submitted a grant application with a defined project cost of \$497,915 that would aide in the development of a master plan for broadband infrastructure for the City. This proposed broadband masterplan would allow for design/ engineering and deploying broadband service via fiber to underserved areas of the City.

On July 7, 2023, the California Public Utilities Commission (CPUC) announced that the City of Lathrop was awarded \$497,915 pursuant to resolution T-17793. Staff is requesting City Council to accept the funding from the grant award and create Capital Improvement Plan (CIP) GG 24-24 for Broadband Infrastructure, approve related budget amendments and ratify the City Manager's signature approval of an agreement for the development of a master plan with Magellan for Broadband Infrastructure.

BACKGROUND:

The Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California to provide high-speed broadband to unserved residents. The program made fifty-million dollars (\$50,000,000) available to California local agencies for the facilitation of engineering design, needs

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT WITH MAGELLAN FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE**

assessments, broadband strategic plans and business plans to provide local residents with high-speed broadband.

When it comes to broadband access, a large portion of the City of Lathrop is considered underserved as most residents do not have access to high speed broadband connectivity. The majority of resident's impacted by broadband infrastructure gaps are either under eighteen (18) years old or over sixty-five (65) and are a priority for high speed internet access.

Students have a vital need for high speed broadband access to the internet for educational instruction. Most schools during the COVID-19 pandemic switched to requiring students to use laptops for homework, a trend that has also continued post pandemic. Students who do not have access to reliable internet are not able to keep up with the rest of their peers who do have access. This potentially creates an area for a learning gap for students without high speed broadband.

Last year, on the Friday after the Thanksgiving holiday the City suffered a tremendous disruption when vandals cut fiber network cables providing internet network access throughout the City. Grocery stores, restaurants, gas stations and retail businesses such as Target were left without internet and unable to process transactions that were not paid with cash. Even with cash payments, most were businesses that were not able to operate or conduct business on one of the largest economic grossing days of the year. This outage lasted for thirty-six (36) hours.

The proposed master plan will include the redundancy necessary to minimize these types of outages and create high speed broadband internet access for subscribing residents. The proposed Capital Improvement Plan (CIP) GG 24-24 Broadband Infrastructure would bridge the gap for underserved residents by allowing the City to implement the infrastructure to offer low rate plans for high speed internet. The grant funding to develop the master plan was secured in large part due to the assistance from Magellan.

Magellan is a team of advisors with a twenty (20) year history of specializing in working with municipalities, Counties and the private sector to assist in developing and executing broadband strategies to enhance connectivity for residents, schools and retail businesses. The state encourages applicants to use this vendor because nationally they have assisted over four hundred and fifty (450) clients in developing over \$1.5 billion in broadband funding and assets. Magellan has a goal of providing practical broadband solutions that local agencies are capable of implementing. This agency facilitates the creation of actionable strategies to leverage existing infrastructure, develop strategic partnerships and successfully implement Smart City innovations. Through outreach to businesses and community anchors assessment is made on key issues impacting our local environment. Magellan

**AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
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possess essential knowledge and experience working with municipalities and Counties in the development of Broadband Master Plans.

The proposed project is 100% funded by the state and the rules governing the LATA grant program allow the City to utilize Magellan to perform the proposed services without competitive bidding. Magellan has been selected by other agencies to perform the same LATA scope of work and is competent to complete all requirements of the grant. Recently, this vendor was selected by multiple cities such as City of Ventura, San Buena Ventura, and Gateway Cities Council of Governments to complete the LATA grant program requirements. At staff request, Magellan provided a proposal to develop a master plan for broadband infrastructure to allow for design engineering at an expense of \$497,915. This proposal was submitted as an integral part of the grant and was approved for funding by CPUC. Magellan provided its proposal and assisted with the application process for the LATA grant at no cost to the City. The City manager has approved an agreement for the proposal provided by Magellan before City Council approved due to the short time constraints to apply for additional funding to execute the master plan.

Staff is processing an application for a related grant which will fund the construction related to the master plan however, it requires the master plan for broadband infrastructure as a part of the submission. Due to requirements of the grant, design of the broadband infrastructure master plan must be at least 30% complete by time of submission and therefore due to the short time constraints to apply for the related grant, the City Manager signed approval of the Agreement with Magellan for the development of a master plan for broadband infrastructure in July. Applications for the related grant that will fund construction costs for this master plan are due by September 29, 2023.

Staff is requesting that City Council accept the funding awarded from the LATA grant, to create CIP GG 24-24, approve related budget amendment and ratify City Manager's signature approval of an agreement with Magellan for the development of a master plan for broadband infrastructure.

REASON FOR RECOMMENDATION:

The funds from the LATA grant program would provide the opportunity for the development of a master plan to enhance broadband connectivity to unserved and underserved residents throughout the City. The master plan for broadband infrastructure grants staff the ability to apply for additional grant funding to implement the construction required to deploy fiber throughout the City.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT WITH MAGELLAN FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE

FISCAL IMPACT:

The Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California with their efforts to provide high-speed broadband to unserved and underserved residents. Because funding stems from Federal Coronavirus State and Local Fiscal Recovery Funds, projects authorized through this program are subject to Single Audit requirements. The grant acceptance requires no local matching funds and the project GG 24-24 will be 100% funded through the grant awarded by the CPUC.

Increase Revenue

2150-80-00-333-05-00 \$497,915

Increase Transfer Out

2150-99-90-990-90-10 \$497,915

Increase Transfer In

3010-99-00-393-00-00 CIP GG 24-24 \$497,915

Increase Expense


3010-80-00-420-01-00 CIP GG 24-24 \$497,915

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Accept Funding from Local Agency Technical Assistance Grant Award, Create CIP GG 24-24 for Broadband Infrastructure, Approve Related Budget Amendment and Ratify an Agreement with Magellan for the Development of a Master Plan for Broadband Infrastructure
- B. Professional Services Agreement between the City of Lathrop and Magellan Broadband Master Plan and Digital Infrastructure.
- C. Award letter from California Public Utilities Commission.

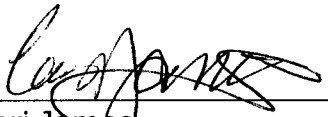
CITY MANAGER'S REPORT **PAGE 5**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT
AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE,
APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT
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BROADBAND INFRASTRUCTURE

APPROVALS:



Tony Fernandes
Director of Information Systems

7-27-2023
Date




Cari James
Director of Finance

7/31/2023
Date



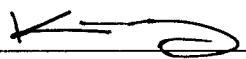
Michael King
Assistant City Manager

7.31.2023
Date



Salvador Navarrete
City Attorney

7.27.2023
Date

 FOR

Stephen J. Salvatore
City Manager

8-7-2023
Date

RESOLUTION NO. 23 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO ACCEPT FUNDING FROM LOCAL AGENCY TECHNICAL ASSISTANCE GRANT AWARD, CREATE CIP GG 24-24 FOR BROADBAND INFRASTRUCTURE, APPROVE RELATED BUDGET AMENDMENT AND RATIFY AN AGREEMENT WITH MAGELLAN FOR THE DEVELOPMENT OF A MASTER PLAN FOR BROADBAND INFRASTRUCTURE

WHEREAS, the Local Agency Technical Assistance (LATA) Grant Program provides funding to assist organizations in California with their efforts to provide high-speed broadband to unserved and underserved residents; and

WHEREAS, staff submitted a LATA grant application with a defined project cost of \$497,915 that would aide in the development of a master plan for broadband infrastructure for the City; and

WHEREAS, on July 7, 2023, the California Public Utilities Commission (CPUC) announced that the City of Lathrop was awarded \$497,915 per resolution T-17793; and

WHEREAS, the state encourages applicants to work with Magellan Advisors because nationally they have assisted over four hundred and fifty (450) clients in developing over \$1.5 billion in broadband funding and assets; and

WHEREAS, the proposed project is 100% funded by the state and the rules governing the LATA grant program allow the City to utilize this vendor to perform the proposed services without competitive bidding; and

WHEREAS, at staff request, Magellan provided a proposal to develop a master plan for broadband infrastructure to allow for design engineering at an expense of \$497,915; and

WHEREAS, due to the short time constraints to apply a related grant, the City Manager approved the Agreement with Magellan for the development of a master plan for broadband infrastructure; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby accept \$497,915 funding from Local Agency Technical Assistance Grant Award; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify Agreement with Magellan for the Development of a Master Plan for Broadband Infrastructure; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, the City Council of the City of Lathrop does hereby approve the creation of CIP GG 24-24 for Broadband Infrastructure; and

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop hereby approves the following related budget amendment

Increase Revenue

2150-80-00-333-05-00		\$497,915
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Increase Transfer Out

2150-99-90-990-90-10		\$497,915
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Increase Transfer In

3010-99-00-393-00-00	CIP GG 24-24	\$497,915
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Increase Expense

3010-80-00-420-01-00	CIP GG 24-24	\$497,915
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The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

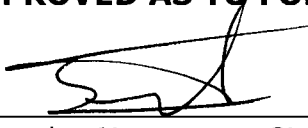
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Office of the City Manager

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

NOTICE TO PROCEED

July ~~31~~, 2023

Magellan Advisors, LLC
Jory Wolf, Project Executive
999 18th Street
Denver, CO 80202

Dear Mr Wolf:

Enclosed please find your original executed agreement to provide the **Development of a Broadband Master Plan and Digital Infrastructure Design**. This is your Notice to Proceed to the attached agreement.

Should you have any questions regarding the project, please contact Tony Fernandes at (209) 941-7349, the staff member directly involved with this project.

Sincerely,



Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**CITY OF LATHROP PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LATHROP AND MAGELLEN BROADBAND
FOR THE DEVELOPMENT OF A BROADBAND MASTER PLAN AND
DIGITAL INFRASTRUCTURE DESIGN**

THIS AGREEMENT, dated for convenience this 31st day of July 2023, is made and entered into by and between Magellan Broadband (“CONSULTANT”) and the CITY OF LATHROP, a California municipal corporation (“CITY”);

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the development of a Broadband Master Plan and digital infrastructure design as required by this agreement; and

WHEREAS, CONSULTANT provided LATA grant program services to a plethora of municipalities, counties and private sectors; and

WHEREAS, CONSULTANT was selected by CITY pursuant to said qualifications; and

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

WHEREAS, this Agreement is scheduled to go before City Council for ratification on August 14, 2023;

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to provide the development of a broadband master plan and digital infrastructure design services in accordance with the scope of work submitted by the CONSULTANT, attached as Exhibit “A” and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY’S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$497,915** as described in Exhibit “A”.

**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
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CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", 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.

This agreement shall become effective on the signature date of the City Manager and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than June 30, 2024.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

CONSULTANT'S bills shall include date, date due, a list of all tasks performed by deliverable, a total amount due, the amounts previously billed, the net amount due on the invoice, and the balance remaining on the agreement and the CONSULTANT'S signature. 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 maximum amount of compensation provided in section (2) for listed services or for the entire Agreement, unless modified by a properly executed change order.

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

(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

**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
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do so immediately, regardless of the reason, or the lack of a reason, according to the CITY'S request.

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

(8) Assignment and Subcontracting.

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONSULTANT. Neither this Agreement nor any interest therein may be assigned by CONSULTANT without the prior written approval of CITY'S 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.
- i. Proof of Worker's Compensation is not required if Consultant provides written verification that they have no employees.

**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
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- (b) Commercial General and Automobile Liability Insurance. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, 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 claims 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.

**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
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- (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) 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.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, 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.
- (e) 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;

CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
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(iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility.

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

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

CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
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accordance with all applicable laws and regulations.

(12) Business Licenses.

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

(13) Termination.

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

(14) Funding.

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

(15) Notices.

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

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

CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN

Copy to: City of Lathrop
Information Systems Department
390 Towne Centre Drive
Lathrop, CA 95330

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

To Consultant: Jory Wolf, Project Executive
Magellan Broadband
999 18th St.
Denver, Colorado, 80202
Phone: (818) 312-7768

(16) Miscellaneous.

- (a) **Consent.** Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) **Controlling Law.** The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (c) **Definitions.** The definitions and terms are as defined in these specifications.
- (d) **Force Majeure.** Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (e) **Headings.** The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 and Section 2 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN**

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

CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN

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

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

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

(18) Notice to Proceed.

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

(19) Limit of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO BUSINESS REPUTATION, EXTENDED OVERHEAD, LOSS OF ANTICIPATED PROFITS, LOSS OF USE OR UTILIZATION OF FACILITIES, OR INEFFICIENCY, INTERRUPTION OR SHUTDOWN OF ANY COMPONENTS, SYSTEMS OR FACILITIES RESULTING FROM THE PARTY'S PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL AND AGGREGATE LIABILITY OF CONSULTANT FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, JUDGMENTS AND AWARDS ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE WORK ORDERS, OR THE PERFORMANCE OR NON-PERFORMANCE OF ITS SERVICES SHALL BE LIMITED TO THE GREATER OF THE APPLICABLE INSURANCE LIMITS REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT OR \$5,000,000.

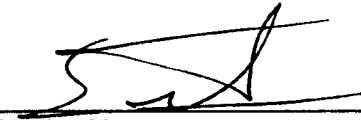
**CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN**

(20) Signatures.

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

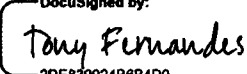
CITY OF LATHROP – MAGELLAN BROADBAND
DEVELOPMENT OF A BROADBAND MASTER PLAN AND DIGITAL
INFRASTRUCTURE DESIGN

Approved as to Form: City of Lathrop



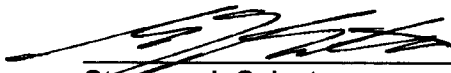
Salvador Navarrete Date
City Attorney 7-24-2023

Recommended for Approval: City of Lathrop

DocuSigned by:


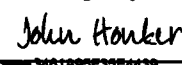
Tony Fernandes Date
Information Systems Director 7/24/2023

Accepted by: City of Lathrop
390 Towne Centre Drive
Resolution: _____ Lathrop, CA 95330



Stephen J. Salvatore Date
City Manager 7-31-23

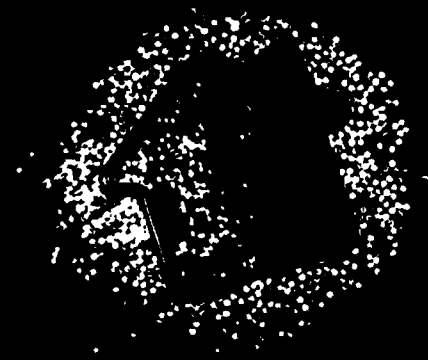
CONSULTANT: Jory Wolf
Magellan Broadband
999 18th Street.
Denver, Colorado, 80202
Fed ID #: 05-1218484
Business License #: 21165

DocuSigned by:


John Honker Date
Signature Principal
John Honker

Jory Wolf Program Executive

CITY OF LATHROP, CA



Broadband Master Plan & Digital Infrastructure Design

Prepared for:
Tony Fernandes
Chief Information Officer
City of Lathrop, CA
tfernandes@ci.lathrop.ca.us

Prepared by:
Jory Wolf
Magellan Advisors
jwolf@magellanbroadband.com
818-312-7768
www.magellanbroadband.com





Letter of Transmittal

November 17, 2022
Tony Fernandes
City of Lathrop, CA

Dear Tony,

Magellan Advisors is pleased to submit this proposal for the development of a Broadband Master Plan and design engineering. Magellan provides professional consulting services to local governments that want to develop effective broadband, IT, and Smart City strategies that are unique to their communities and are based on real-world and demonstrable success. We provide planning and implementation services for local governments and public utilities across the US, assisting over 400 cities, counties and public utilities to develop and execute plans to plan for the future of broadband and IT within their communities.

Our team of advisors has worked with municipalities throughout California to help them develop and execute broadband strategies for their communities. We understand the challenges and opportunities in gaining a competitive edge in terms of economic development and Smart City planning. Magellan assists local governments to create actionable strategies to leverage existing infrastructure, develop strategic partnerships, create successful broadband policies and identify smart investments to enhance municipal operation, businesses, education, healthcare and quality of life for all citizens. Some of our clients in Southern California include:

- South Bay Cities Council of Governments, CA – Broadband Master Plan & Implementation
- Ventura County, CA – Countywide Broadband Plan
- Inglewood, CA – Fiber Master Plan
- Santa Ana, CA – Fiber Master Plan & Wireless Policy Development
- Santa Clarita, CA – Broadband Master Plan
- Oxnard, CA – Fiber Master Plan
- Moorpark, CA – Fiber Master Plan

As every community is unique, our goal is to deliver individually tailored strategies and guidance to you. We will work extensively with your staff and departments as well as stakeholders in your communities to understand how Lathrop can best use its unique capabilities and strengths to increase economic development and government innovation by enhancing the availability of broadband throughout the community. Through outreach to your businesses and community anchors, we assess the state of your broadband market to provide insight on how your individual communities are served today and identify key issues impacting economic development, education, healthcare, public safety and quality of life. Based on your environment, we develop



solutions to improve your local broadband, using a variety of local resources, business model options and strategic partnerships.

Our real-world experience designing, building and operating these networks allows us to customize them specifically to capitalize on existing infrastructure, planned projects and private developments, and partnership and in-kind opportunities to create a network that is incrementally expanded to support the needs of unserved and underserved populations. We complement these designs with construction cost estimates and financial plans that detail the revenues and costs generated by the network, based on actual data from active broadband networks. Our Certified Financial Analysts provide detailed financial plans that test the sustainability of these networks, providing key financial information that helps you make wise decisions on if and how to make investments in broadband. Finally, we collaborate with you throughout the engagement to convey our findings, informing and guiding your decision making with real-world options that you can consider to improve Lathrop's broadband environment.

We believe that broadband consultants are only as good as the results they produce in their clients' communities. Through our work, we've helped municipalities enhance their communities with leading edge broadband services. Magellan is prepared to help the City of Lathrop through this complex process to evaluate the feasible options to support your decision-making process around broadband strategies.

Sincerely,

A handwritten signature in cursive script that reads "Jory Wolf".

Jory Wolf

VP of Digital Innovation, Magellan Advisors

818.312.7768

JWolf@magellanbroadband.com



About Magellan

Magellan is a Denver-based firm with local offices in Miami, Los Angeles, and Kansas City. Magellan’s primary address is 999 18th Street, Suite 3000 Denver, CO 80202. Magellan Advisors, LLC was founded in January of 2004 and has been in operation as a Florida Limited Liability Company since inception. Our Federal EIN is 65-1218484. Magellan maintains a staff of 40 full and part time employees.

Magellan provides leading wireless, broadband, Smart City, turnkey design and engineering, and project and construction management to public and private organizations. We are a full spectrum planning and implementation firm that brings together technology, communications, and utility consulting to create smart gigabit cities of tomorrow.

Our professionals bring years of experience from the broadband, telecom, information technology and government sectors. We are thought leaders and real-world implementers of broadband and smart city networks that keep communities competitive in the digital world.

Unlike most consulting firms, we partner with our clients every step of the way, whether they are deploying institutional fiber networks, developing broadband public-private partnerships or deploying Smart City networks. We are a “hands-on” firm with strong project management abilities and implementation skills to see our clients’ projects through from concept to completion.

We are only successful when our clients are successful. Our goal is to deliver practical broadband and technology solutions that our clients are capable of implementing in their communities. Our combination of unmatched broadband, telecom, business, and operational experience creates actionable strategies that communities use to realize their broadband and Smart City objectives. We have led the planning, funding, construction, and management of over 50 fiber-to-the-premise networks passing over 1 million homes and connecting more than 1,000 schools, hospitals, government offices and community organizations. Our work has resulted in over \$1 billion in new broadband investments nationwide. Magellan has helped more communities successfully plan, implement, and manage gigabit broadband networks than any other firm in the market.





Key West Coast Clients

CUSTOMER	STATE	TYPE	FEASIBILITY STUDY	FIBER MASTER PLAN	ENGINEERING DESIGN PLAN	GRANT DEVELOPMENT	PERFORMANCE MEASUREMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	INSPECTIONS & CLOSE-OUT	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
			FEASIBILITY STUDY	FIBER MASTER PLAN	ENGINEERING DESIGN PLAN	GRANT DEVELOPMENT	PERFORMANCE MEASUREMENT	BROADBAND POLICY	ENGINEERING DESIGN	PERMITTING	PROCUREMENT	CONSTRUCTION MANAGEMENT	INSPECTIONS & CLOSE-OUT	STARTUP & LAUNCH	OPERATIONS & MANAGEMENT	SALES & MARKETING	BROADBAND EXPANSION
Alameda County	CA	County	.						.								
City of Bellingham	WA	City	.						.								
City of Carlsbad	CA	City	.	.					.			.
City of Chula Vista	CA	City	.						.								
City of Concord	CA	City	.						.								
City of Davis	CA	City	.						.								
City of El Monte	CA	City	.	.					.								
City of Fairfield	CA	City	.						.								
City of Fremont	CA	City	.	.			.		.	
City of Fresno	CA	City	.						.								
Fresno County	CA	County	.						.								
Ferry County & ColMe Tribes	WA	County	.	.					.								
City of Glendale	CA	City	.						.								
Grays Harbor PUD	WA	Utility	.						.								
City of Hayward	CA	City	.						.								
City of Hidden Hills	CA	City	.						.								
City of Hillsboro	OR	City	.				.		.	.	.	.
City of Huntington Beach	CA	City	.						.		.	.
City of Indio	CA	City	.	.					.								
City of Inglewood	CA	City	.	.					.								
Jefferson Public Utility District	WA	Utility	.	.	.	.			.	
City of La Mesa	CA	City	.						.								
City of Lodi	CA	Utility	.				.		.								
City of Manhattan Beach	CA	City	.						.								
Marin County	CA	County	.	.			.		.	
Marion County	OR	County	.	.	.	.			.		.
Merced County	CA	County	.	.					.								
City of Mission Viejo	CA	City	.						.								
City of Moreno Valley	CA	City	.	.					.								
Napa County	CA	County	.						.								
Navajo Nation	NM	Organizatio	.			.			.								
Navajo County	AZ	County	.	.		.			.	
Northern AZ Council of Gvt	AZ	Organizatio	.	.		.			.	
City of Oxnard	CA	City	.						.								
City of Oregon City	OR	City	.						.								
City of Palo Alto	CA	City	.						.	.	.
City of Paso Robles	CA	City	.			.	.		.	.	.
City of Perris	CA	City	.	.					.								
Pierce County	WA	County	.	.	.	.			.	
Pima Association of Gvts	AZ	Organizatio	.						.								
City of Rancho Cucamonga	CA	City	.	.					.	.	.	.	.
City of Rancho Santa Fe	CA	City	.						.								
City of Sacramento	CA	City	.						.								
City of San Leandro	CA	City	.						.								
City of Santa Ana	CA	City	.						.								
City of Santa Clarita	CA	City	.						.								
City of Sherwood	OR	City	.						.	.	.	.
Town of Skykomish	WA	Town	.			.	.		.		.	.
Snohomish County PUD	WA	Utility	.						.								
Sonoma County	CA	County	.			.			.								
South Bay COG	CA	Organizatio	.	.		.			.		.	.	.
City of South San Francisco	CA	City	.						.		.	.				.
Southern CA Assn of Gvts	CA	Organizatio	.						.		.	.
City of Stockton	CA	City	.						.	.	.
Town of Tiburon	CA	City	.	.					.								
City of Ventura	CA	City	.						.								
Ventura County	CA	County	.						.								
City of Walla Walla	WA	City	.			.			.								
City of West Hollywood	CA	City	.			.			.								
City of West Sacramento	CA	City	.						.								
Whitman County	WA	County	.			.			.								
City of Winters	CA	City	.						.								
Yolo County	CA	County	.						.								



Key Personnel

JORY WOLF

VP of Digital Innovation: Project Executive

Jory joined Magellan after 22 years as CIO of the City of Santa Monica, CA where he launched Santa Monica City Wi-Fi, which provides free internet services to the public through a network of 32 hot zones and wireless coverage in most major commercial and transit corridors throughout the city. He created Santa Monica City Net, a 100-gigabit broadband initiative to support an environment for local businesses to compete in the global economy with cutting edge network solutions. Jory has over 35 years of experience in Information Technology, including broadband, FTTH and Smart City initiatives. Jory and his teams have received over 50 awards for information technology projects during his career and in 2012 he received the CIO Lifetime Achievement Award from the Los Angeles Business Journal. Since joining Magellan Advisors in July 2016, Jory has led teams that have worked on 60+ government projects in broadband master planning, feasibility studies, wireless strategic planning, 5G small cell policies, dig once policies and smart city.

WILL MORAT

Senior Broadband Consultant: Project Manager

Will has 15 years of experience leading complex projects in government, communications, and economic development. He has led public fiber optic network projects from the nascent stages all the way through launch. His focus is on leveraging public assets with private investment to realize community benefit: closing the Digital Divide, improving public services through technology, and enhancing the quality of life and economic environment. Will brings a background in public policy, local government administration, and cross-departmental experience in project management that complements the critical role of broadband in community growth and development.

PRESTON YOUNG

Senior Broadband Consultant

Preston Young has many years of experience in the telecom industry, specializing in program management of large-scale fiber optic construction over builds. He has experience managing many projects of all sizes, working with major telecom and wireless providers in managing all aspects of the projects including contract management, budget analysis, high-level design, low-level design, construction, milestone reporting, and government and municipality management. Preston is a very detailed program manager with a tenacious quest for success and learning, results driven leadership and analytical thinking. He thrives on efficient on-time projects that meet or are under budget.



GREG WHELAN

Senior Broadband Consultant

Greg is a subject matter expert in broadband, fiber, digital infrastructure, mobile, 5G, cloud/edge, telecommunications, and IoT. He was a pioneer in broadband and created the project that led to the first broadband modem chipset in the industry. He was a co-founder and vice president of the original Broadband Forum and participated in early international broadband standards organizations. He was part of the team that architected one of the first Open Access Broadband networks in the USA and was early in connecting private funding and open fiber networks in the USA. Prior to joining Magellan Advisors, he was an independent broadband industry analyst and advisor. Before that he led broadband marketing and products at Cisco Systems, Cascade Communications, Analog Devices and a number of start-ups in greater Boston.

DAVID BREVITZ

Senior Broadband Consultant

David has decades of experience in the telecommunications industry from an extensive array of telecommunications engagements in the U.S. and internationally. This experience provides depth and capability in the subjects of broadband trends and planning, market analysis and surveillance, telecommunications stakeholder engagement, wireless and fixed broadband trends and developments, industry financial reporting and analysis, telecommunications company operations, back office systems and business plans, interconnection and unbundled network element pricing, telecommunications service costing and universal service goals and objectives.

AL KAMUDA

Design Team Lead

Al Kamuda is a seasoned telecommunications and GIS professional with over 20 years' experience in telecommunications engineering, mapping, design and outside plant construction. Prior to joining Magellan, Al was the Senior Design Manager for the Central Florida region at Spectrum (Charter Communications), where he led the planning, project management and implementation of outside plant design for various company growth projects including residential, commercial, cellular backhaul and metro WIFI. His extensive experience with the telecommunications industry, CAD platforms and geospatial expertise along with his strategic forward thinking provides an extremely diverse skill set that allows him the valuable insight needed to understand the client's objectives in all aspects of telecommunications construction and design processes.

MATTHEW SOUTHWELL

Associate Project Manager – Design

Matthew Southwell has over 13 years in the telecommunications field. Matthew's career began as a U.S Army Sergeant where he worked on tactical communication systems, Sat-Com radio systems, and deploying weekly COMSEC key changes OTAR (Over the Air Rekeying) with newly deployed radio systems during two Operation Enduring Freedom deployments. Matthew's private sector work includes work with a Motorola radio distributor and contractor where he supported many Federal, State, and local County entities to include: Department of Homeland Security, Immigration and Customs Enforcement, Drug Enforcement Administration, Florida Highway Patrol, Greater Orlando Airport Authority, Orange County Sheriff's Office, and the Lake County Sheriff's Office. Matthew joined Magellan Advisors in 2016 as a telecommunication analyst where he has contributed his knowledge and technical expertise to over 65 broadband projects. Matthew's current role within Magellan includes analysis of client GIS data and mapping, creating conceptual network designs and costing estimates for future fiber builds. Matthew is a Certified Fiber to the Home Professional (CFHP) and holds a Business Management Degree with High Honors from Keiser University in Orlando, FL. □

TAMARA MANN

Project Management Analyst

Tamara has several years of experience in the Information Technology industry. Her background is in data analytics, business intelligence, and project coordination in software automation and implementation. Tamara has a history of crafting customized reports based on the detailed analysis of complex data sets. She has played a critical role in tracking project milestones, timelines, budgets, and risks to ensure effective completion of project deliverables within target parameters. She has experience in leading and supporting multiple projects at a time, as well as program / portfolio management. Tamara is an enthusiastic Project Administrator dedicated to professional development and growth. She is currently pursuing a bachelor's degree in business administration with a concentration in business intelligence and analytic management from DeVry University.

COLE HENKLE

Director – Broadband Design

Cole has a decade of experience managing large broadband designs. He manages the full life cycle of engineering projects from inception to completion, managing all permitting activities and personnel in local and remote locations. He has direct experience working with major carriers, municipalities and regional governments on regional fiber and broadband deployments across the US, some of which include Google Fiber, Verizon and the Cities of Hillsboro, OR, Chesapeake, VA, Portsmouth, VA, Boulder, CO, and Ann Arbor, MI. Mr. Henkle led the City of Hillsboro design engineering project, with 100 miles of fiber backbone and 5,000 homes designed and built to date.



SHAWN MORRIS
Broadband Designer

Shawn Morris has more than seven years of experience designing, and coordinating fiber projects and has additional experience in the architecture design industry. Most recently, Shawn has contributed towards multiple municipality based FTTH and Infrastructural Network projects. Shawn excels at identifying potential problems early in projects and uses his problem-solving skills to plan and develop processes and procedures to navigate each unique challenge. His excellent customer service is consistently recognized by our clients and Shawn always ensures that quality deliverables are provided. Shawn holds a Master of Architecture from Kansas State University. Shawn is experienced with the following software: Microsoft Office, Autocad, ArcGIS, 3-GIS, SketchUp, Adobe InDesign, G Suite, and Lucidchart.



Scope of Work

Magellan has worked with countless communities to explore ways to expand options for broadband access for municipal use, economic development, and to reach underserved and unserved populations. Our methodology is designed to gain a clear picture of the current broadband environment, leverage existing assets, engage in partnerships, understand funding, and find innovative ways for local governments to play a role in improving competition, reliability, and resiliency for their communities.

DESIGN ENGINEERING

A: Conceptual Design

Magellan will create a High-Level Design (30%). As we develop the High-Level Design, we will work with the City of Lathrop team to determine the best running lines, infrastructure and locations where fiber should be constructed.

Magellan will have their design process begin in which fiber alignments, placements, structures, cable sizes and splice points are identified in the network. Magellan will work with the City to analyze any existing fiber backbone routes and determine the best construction strategy and methods. Minor changes in the backbone routes may be preferred to avoid congestion or those planned for replacement in the next few years.

Also, Magellan will look at opportunities to optimize the backbone for future City services and broadband applications that may give the City advantages for expanding the network in the future but come with little if any additional cost today. The High-Level Design will include geo-located data layers for the following:

- Review of construction standards, policies and practices
- Placement of new backbone cable
- Right of way analysis
- Sites to connect on the backbone
- Laterals to each site
- Interconnection with core data centers/utility sites

The 30% High-Level Design will focus on 4 key components that will accurately inform and guide the final design engineering:

Backhaul/Redundant Connections - Connecting the City's local, publicly-owned fiber network to other public and/or private regional middle-mile and long-haul transport circuits to procure diverse, redundant pathways to colocation and data facilities that ensure connection to the Internet. A resilient City network will require at least two independent fiber paths to ensure that service is not interrupted due to technical issues, construction, accidental cable cuts, natural disasters/fire, or other unforeseen events.

Core Fiber Backbone - Connecting communities to one another across the City and building a high-capacity fiber backbone that connects to the greater internet points of presence, colocation centers and central offices. The core fiber backbone will consist of high-count fiber using redundant rings and/or mesh



architectures to support a highly resilient backbone. It will include all outside plant fiber assets, hut locations, facility locations and core network elements to light the network.

Fiber Laterals to Key Organizations – We will connect community anchor organizations to the fiber backbone, providing multi-gigabit connectivity to schools, hospitals, government offices, public safety facilities, utilities, cooperatives, and other key facilities. It will include all outside plant fiber assets and network elements to connect facilities to the network.

Fiber To The Home Distribution/Access – Magellan will provide dense fiber distribution to homes and businesses within each region, enabling individual users to connect to the network. FTTH distribution will include outside plant fiber, distribution huts, splitter cabinets and other distribution elements to enable service drops that will connect end users to the network for fiber to the home broadband services.

As Magellan completes the High-Level Design, we will conduct a formal review with maps illustrating all components of the backbone overbuild. We will present the 30% design, alignments, sites, laterals and connections to give the Lathrop City staff a first look at the preliminary design, provide feedback and give Magellan a chance to make any adjustments to running lines and other outside plant aspects of the network before moving into detailed engineering.

B: Low Level Design (60%)

Once consensus on the high-level design has been received, Magellan will begin the onsite fielding process, in which the internal field team will conduct detailed walkouts of all routes and fiber lines. Our fielding process identifies features and attributes, constructability, hazards, and survey of existing infrastructure. We utilize Trimble GPS units for all fielding and iPad data collection to record features and upload them in real time to our design engineers in the back office. This gives us the ability to expedite the design process in concert with our onsite field team. The fielding team will also provide make-ready analysis for the fiber overbuild. Magellan will look at the opportunities to over lash to existing cable vs new attachments for backbone fiber installation.

After all field data has been collected, Magellan will begin the detailed engineering design from the survey data and make adjustments to running lines. This is known as the Low-Level Design and is the 60% milestone. Magellan utilizes a route optimization process to determine the best paths for fiber backbone routes, avoiding any potential constructability issues encountered during the fielding process. This process allows us to optimize the final routes for you and value engineer the network to keep costs down. Our low-level design process will also create all fiber cable sizes, splicing diagrams, port assignments, terminations and final site connections for the new backbone. Furthermore, it will provide preliminary bills of materials and cost estimates for the new network.

Magellan will review the Low-Level Design (60%) with the City and will provide the first set of construction prints with detailed placement and routing, integration with existing fiber and conduit, preliminary fiber splice plans, cabinet layouts, pedestals and other low-level outside plant infrastructure documentation. Magellan will provide a detailed review of the plant with the City, pointing out how the design has changed from the 30% Conceptual Design. In this review, Magellan will provide GIS data and plots to the City in

www.MAGELLANBROADBAND.COM



advance of the meetings, so you have ample time to review. Accompanying this data will also be the preliminary cost estimates, bills of materials and bid package documents for construction. This 60% review will give the City a chance to provide feedback to Magellan at a more detailed level and better understand the costs of plant construction, to determine if any changes should be made to reduce budgets, speed the deployment or adjust the fiber routes.

C: Final Design (90%)

Once all updates are invoked Magellan will complete the 90% milestone known as the Final Design. This design process will incorporate any changes from the 60% Low Level Design into the final design. We will finalize all routing, alignments, separations, structure sizing and placement, cabinet placement, splice plans and other components of the design. This process will also identify all permits required, costs and timeframes to acquire the permits. Magellan will have a final review with the City to review all of the scope and address any questions or concerns.

The Final Design and Bid Package will provide the City with the following:

- All construction documents
- City procurement requirements
- Construction standards
- Construction plans
- Sequencing and schedules
- Bills of Materials (see Task 2.C below) using unit costs and pay items for the release and RFP or invitation to bid.

Magellan will provide final QA/QC on all documents and conduct a formal review of the final deliverables with the City to determine if any changes need to be made before going to bid. Magellan will develop the final bid package for construction and provide the City with all content to support a competitive construction procurement. Magellan will provide design specifications, prints, pay items, units, and final documents, incorporating in the City's existing procurement documents to create a final construction package for release to the market. Magellan is happy to manage the pre-bid meeting, answer questions, post addenda, evaluate bidders and make recommendations to the City on the final award.

D: Bill of Materials

Magellan will create a final high-level design and cost estimates for the fiber and wireless networks which itemizes all labor, materials and equipment costs. We will provide a comprehensive bill of materials with unit rates for construction, based on local labor costs that are commensurate with the current market. This bill of materials will supply each per unit cost for outside plant construction, splicing, termination, testing, wireless siting, construction, installation and activation.

Deliverable: *Magellan will provide geodata files, maps and accompanying files for a 30% High Level Design, 60% Low Level Design, a 90% Final Design and a Bill of Materials.*



FIBER MASTER PLAN

TASK 1. ASSET INVENTORY

We will conduct a streamlined asset inventory of the current broadband assets in the public right-of-way including conduit, fiber, antennas, poles, towers, abandoned facilities, active facilities, and other infrastructure to determine their usefulness for expanding broadband within the region. This effort will provide a realistic assessment of assets available for expanding broadband connectivity. This streamlined approach relies on the City providing Magellan requested data in .shp file format or access to the City's GIS to expedite downloading of data.

We believe that the following components should be analyzed:

- Underground conduit, innerduct, empty and available conduit
- Fiber cables, strand counts, splice points, terminations and utilized strands
- Vault and handhole locations
- Available and reserved capacity throughout the network
- Construction and placement method policies
- Current as-builts and documentation
- Terminating locations and public facilities
- GIS maps including publicly-owned property, right of way, easements
- Location of capital improvement projects and economic development zones
- Current and planned locations of public safety cameras and traffic signal interconnect

Magellan will request GIS files, capital projects, planning and development data from the City to develop a broadband asset map. Using this data, we propose to first build a geo-correct layer of conduit and fiber, identifying placed conduit, type, size, status (occupied/vacant) and related information. A second layer will incorporate poles, traffic signal cabinets and other assets to be used for expanding broadband.

A third layer will include General, Economic Development, Transportation and Capital Projects Plans to identify strategic and cost-effective methods of deploying and expanding broadband in a planned, organized and phased approach. We will work closely with the City to assess planned projects that may create opportunities to install additional conduit and fiber through long-term capital projects schedules, public rights-of-way encroachments and development agreements, and build a map that identifies the projects where broadband infrastructure could be installed over a 10-year period.



TASK 2. MARKET ASSESSMENT

Our team will conduct a market analysis to gain an understanding of what service offerings are currently available to businesses and residents in Lathrop. Magellan's market analysis will identify the services that are available, providers, service level, pricing, and access. We will document all privately-owned networks and research incumbent providers that currently serve the market as well as potential new entrants. This information will come from a variety of sources, including our comprehensive broadband database, third-party research, and information obtained from the providers themselves.

We will then analyze the current market and delineate served, underserved and unserved areas that have a need for broadband but currently lack the necessary infrastructure. We will also work with the local providers to understand and document their current needs, as they too are stakeholders in the region.

TASK 3. NEEDS ASSESSMENT

Magellan will conduct an online broadband survey, providing important information to inventory current services, test speeds across the City, and identify opportunities to build additional infrastructure to serve underserved communities and improve services and rates. The survey instrument will include an embedded speed test since actual performance is often lower than what is documented by the FCC and other sources. It will also include questions about use and access to inform us about digital literacy issues within the community.

Magellan will build the survey based on our experience of what questions work best to build an understanding of current and future broadband needs and will also guide the City in effectively marketing the survey to receive a strong response rate, including the use of social media, partnering with local business groups, and posting the survey on the City's website.

Magellan proposes to also hold interviews with key community organizations to gain a better understanding of current and future broadband and technology needs and issues. We find the most effective format for these interviews to be in group settings where participants are encouraged to share open, honest feedback with our team. During these meetings, we will uncover key information about the needs of the community including what locations are underserved or unserved and digital equity issues including access, affordability, availability of devices, and digital literacy.

We will also work with the City to develop a tool for residents and businesses in Lathrop to access in order to learn information about what service offerings are available in their neighborhood or Census block, including speeds, pricing, and other key information for service selection. The tool may be a website, online portal, or similar setup and may consist of existing tools such as publicly available broadband mapping data, links to service providers availability websites, and/or newly collected data from the service providers or other resources specific to Lathrop. We will work with your team to investigate the most feasible option and will assist with collecting data and designing the chosen tool.



TASK 4. GAP ANALYSIS

Based on the information uncovered in Tasks 1-3, Magellan will develop a gap analysis identifying key issues and barriers related to ensuring that Lathrop's community has access to 100 mbps symmetrical broadband. Our analysis will include gaps in:

- Broadband infrastructure including fiber-optic and wireless assets
- Broadband availability, affordability, and speeds
- Digital equity
- Digital literacy programs

The analysis will include recommendations for filling each of these gaps, including the deployment of new infrastructure, working with providers to improve availability and quality of services, ensuring that all locations of the community have equal access, assisting in developing partnerships with CBOs and recommending educational programs to increase digital literacy.

TASK 5. CONCEPTUAL DESIGN

Based on the gap analysis, Magellan will develop a conceptual network design that includes the locations and type of infrastructure needed to address the needs of Lathrop's community. The design leverage existing infrastructure and planned projects and will include recommended new infrastructure such as fiber-optic and wireless facilities to address the near- and long-term needs of residents, businesses, and community anchor institutions in Lathrop. We will include GIS mapping of the proposed conceptual network design, which will be detailed enough to allow us to provide high-level cost estimates for implementing the broadband network. Our team will also help the City evaluate the feasibility and costs associated with different types of infrastructure to ensure that the final design meets the needs of the communities it will serve.

TASK 6. PHASED IMPLEMENTATION PLAN

We believe a phased approach to implementing this project is key. Magellan's team will help you develop a prioritized, phased approach that uses a "crawl, walk, run" approach to additional fiber deployment, which may include recommendations for using wireless infrastructure to meet the immediate needs of the community. We will identify near term, high-impact projects that will demonstrate capabilities and competence for the City, while minimizing capital investment. These small steps are important to help you build toward larger goals. Building on the initial successes, we will provide a roadmap for fiber infrastructure deployment, based on the priorities of your community and with clear milestones that should be achieved along the way.

TASK 7. BUSINESS MODEL EVALUATION

Based on the information gathered about your community during preceding tasks, our team will identify the most appropriate business model option for broadband expansion which may include opportunities for joint build, partnership options, regional collaborations, considerations about the competitive environment, and funding.

Magellan will assist the City with investigating the business model options including public-private agreements with incumbent and new entrant broadband providers. Some of the key questions that we will address in this section include:



- What opportunities exist for the City to leverage its existing infrastructure to provide additional broadband service options to unserved and underserved locations?
- How might joint investment in broadband infrastructure be accomplished between the City and other public or private sector organizations?
- What legal and operational structures should be considered by the City and other organizations in use of the proposed infrastructure?
- How will the City balance private sector goals of revenue growth and profitability with public goals of providing affordable and available broadband services across the region?
- How will future system expansion be handled between the City and private sector providers and what contributions will the parties make to this infrastructure?
- What regional opportunities exist for collaboration?

Magellan will provide a recommendation for the most appropriate business model structure for Lathrop.

TASK 8: PARTNER RFP DEVELOPMENT AND EVALUATION

Magellan will assist the City throughout the process of soliciting, evaluating, and selecting the best private sector partner that can operate, maintain, and manage the City's publicly-owned fiber network through a public-private partnership. Publicly-owned fiber networks that serve retail customers require day-to-day management and maintenance, and some grant funding opportunities require public agencies to secure a private partner prior to application submission. Municipalities that don't already operate a power utility typically are not resourced or equipped to efficiently operate as an internet provider, and finding the right private partner to handle network management is essential to long-term success.

Aligned with City project goals and adhering to procurement processes, Magellan will develop and draft an RFP that will solicit comprehensive proposals from Internet Services Providers (ISP) that are qualified and capable of operating the City's future fiber network. We will organize and draft the RFP to leverage City assets, infrastructure, and planned network construction in order to maximize the proposed contribution of RFP respondents.

Magellan will also utilize its experience to help the City evaluate proposals based on detailed and transparent criteria, including working closely with City-appointed evaluators (either City staff, community stakeholders, or both). We will also work closely with staff to draft reports, memos, and presentation slide decks in preparation for any public meetings where City Council or other legislative deliberation and action is required.

TASK 9. REPORT COMPILATION & APPROVAL PROCESS

The culmination of the project will be a Broadband Strategic Plan that lays out strategies for Lathrop to implement its community broadband initiatives. Magellan will provide a report that details actionable steps for the City to expand broadband access and adoption among its population to address the digital divide. Prior to finalizing, Magellan will provide the City's team with an opportunity to review the Plan and will work with the City to ensure that it is 100% representative of the needs of the community. We will also be available to present our findings and recommendations to leadership for adoption of the Plan.



TASK 10: PARTNER TERMS & NEGOTIATIONS

Magellan will assist the City in determining terms and conditions of an agreement with its selected partner and assist the City in negotiating a long-term public-private partnership agreement. Magellan will work closely with the City to participate and advise throughout the negotiation process, including developing and drafting the outline of a proposed partnership agreement for the City to review and prepare for City Council consideration. Magellan will specifically assist the City in negotiating the best terms that address the following key terms:

- City broadband services for public facilities
- Retail services & pricing to a range of customer segments, which may include residential and/or commercial
- Retail services & pricing to government, education, healthcare and anchor organizations
- Retail services that leverage other utilities for outsourced content and services
- Fiber leasing arrangements
- Revenue sharing agreements
- Open Access Model compliance
- Phased roll-out of lit services to customers
- Milestones & performance schedules to guarantee delivery of services
- Partnership arrangements with third-party asset owners (City, other private telecoms)
- Others to be determined throughout the course of negotiations.

PROJECT MANAGEMENT & MEETINGS

Magellan's project team will meet on a bi-weekly basis with your project team to discuss the status of the project, major milestones and deliverables, and ensure alignment on project goals.



Project Timeline

Based on projects of a similar nature, we estimate that Lathrop’s Broadband Planning process would take approximately eight (8) months to complete.

- ◆ Ongoing Task
- Final Deliverable



	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Asset Inventory	◆	□						
Market Assessment	◆	◆	□					
Needs Assessment		◆	◆	□				
Gap Analysis			◆	□				
Conceptual Network Design			◆	◆	□			
Phased Implementation Plan				◆	□			
Business Model Evaluation					◆	□		
Partner RFP Development & Evaluation					◆	◆	□	
Design Engineering					◆	◆	◆	□
Final Report & Approval Process						◆	◆	□
Partner Terms & Negotiations							◆	□
Project Management & Meetings	◆	◆	◆	◆	◆	◆	◆	◆



Project Costs

The total cost to the City of Lathrop for the Broadband Strategic Plan is \$497,915 and includes all work to be completed by Magellan as stated in this Proposal. Magellan will bill the City in eight (8) equal monthly payments of \$62,239.38. Magellan will bill on the first day of the month for the current month's services. Travel and incidental expenses are not anticipated for this project as all work will be performed remotely. Invoices are payable on net 30 terms from the date of invoice. Pricing for Design Engineering are estimated costs and may be adjusted based on the data collected and knowledge gained during the effort.

Description	Cost
Design Engineering	\$297,905
Fiber Master Plan	
Asset Inventory	\$17,700
Market Assessment	\$11,800
Needs Assessment	\$23,600
Gap Analysis	\$17,700
Conceptual Network Design	\$23,600
Phased Implementation Plan	\$17,700
Business Model Evaluation	\$11,800
Partner RFP Development & Evaluation	\$17,700
Report Compilation & Approval Process	\$17,700
Partner Terms & Negotiations	\$17,700
Project Management & Meetings	\$23,010
Total for Fiber Master Plan	\$200,010
Total for All Services	\$497,915



Engineering Phase Services	Unit of Measure	Unit Cost	Quantity	Total Cost
High-Level Design	LF	\$0.35	147,128	\$51,494.80
Engineering Design	LF	\$0.45	147,128	\$66,207.60
Permitting	LF	\$0.20	147,128	\$29,425.60
Final Construction Drawings	LF	\$0.20	147,128	\$29,425.60
Staking/Pre-Construction (construction prep)	LF	\$0.20	147,128	\$29,425.60
As-Builts (post construction)	LF	\$0.20	147,128	\$29,425.60
PE Stamps	Hourly	\$250	130	\$32,500.00
Fielding Travel Costs		Not To Exceed		\$30,000.00
Design Engineering Total:				\$297,905

Personnel Title	Specific Personnel	Estimated Hours	Hourly Rate	Total
Project Executive	Jory Wolf	90	\$260	\$23,400
Project Manager	Will Morat	210	\$185	\$38,850
Broadband Consultant	Preston Young	160	\$180	\$28,800
Broadband Consultant	Greg Whelan	150	\$180	\$27,000
Broadband Consultant	David Brevitz	160	\$180	\$28,800
GIS Engineer	Al Kamuda	79	\$140	\$11,060
GIS Engineer	Matthew Southwell	95	\$140	\$13,300
Project Coordinator	Tamara Mann	240	\$120	\$28,800
Total Hourly Costs				\$200,010

Design Engineering Costs @ \$1.60 per foot for 147,128 feet	\$297,905
Total Project Costs	\$497,915

Exhibit C



PUBLIC UTILITIES COMMISSION
STATE OF CALIFORNIA
505 VAN NESS AVENUE | SAN FRANCISCO, CALIFORNIA 94102
300 CAPITOL MALL | SACRAMENTO, CALIFORNIA 95814

July 7, 2023

Tony Fernandes
tfernandes@ci.lathrop.ca.us
Re: Broadband Infrastructure Planning Project

Dear Tony Fernandes:

Congratulations! The California Public Utilities Commission is pleased to inform you that the City Lathrop's application for Local Agency Technical Assistance grant funding for City of Lathrop's Broadband Infrastructure Planning Project in the amount of up to **\$497,915** has been approved. Your application was received on December 1, 2022, and was posted on the CPUC's Local Agency Technical Assistance webpage. Per Resolution T-17793, the Commission has approved your award.

The award is predicated on the City of Lathrop's agreement to provide technical assistance as detailed in its application. In its application, the City of Lathrop agreed to comply with the specified Ministerial Review criteria as well as to fulfill all requirements, guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026 including but not limited to execution and performance, payment, reporting and award acceptance requirements listed in Attachments 1 and 2 of this letter. Please sign and submit the following: 1. A Consent Form binding your organization to the terms of the grant and 2. A State of California Government Agency Tax Payer ID Form for tax reporting purposes. **You must submit these documents within 30 days of the date of this letter. If you do not, this award is void.**

Thank you for your application and please direct any questions to Angela Beane (angela.beane@cpuc.ca.gov) and/or refer to the Grantee Administrative Manual, available at <https://bit.ly/CPUCLATA>.

We appreciate your efforts to provide service to our fellow Californians.

Sincerely,

A handwritten signature in cursive script that reads "Maria I. Ellis".

Maria I. Ellis
Deputy Director of Broadband
Communications Division

ATTACHMENT 1

Requirements

The grant award is predicated on the City Lathrop's agreement to provide technical assistance as detailed in its application. In its application, the City Lathrop agreed and attested to comply with the specified Ministerial Review criteria as well as fulfilling all requirements guidelines, and conditions associated with a grant of Local Agency Technical Assistance funds as specified in D.22-02-026, including but not limited to execution and performance, payment, reporting and award acceptance requirements. Key requirements of Local Agency Technical grant include, among others:

- All costs are related to the development of broadband network deployment projects to benefit unserved or underserved Californians. These projects may include, but are not limited to, the costs of joint powers authority formation, environmental studies, network design, and engineering study expenses.
- Grant may not exceed \$500,000 per local agency, per fiscal year.
- A signed affidavit agreeing to comply with the terms, conditions and requirements of the grant and submits to the jurisdiction of the Commission with respect to the disbursement and administration of the grant as well as applicable state and federal rules concerning broadband services.
- Grantee must sign a Consent Form agreeing to the terms stated in the award letter as well as all Local Agency Technical Assistance Rules and Requirements, Guidelines and Application Materials in D.22-06-026.
- Grantee must complete the reimbursable work product within 24 months.
- Grantee must provide Staff a copy of the final reimbursable work product.

Reporting

The grant award is contingent upon fulfilling the reporting requirements per D.22-06-026, Attachment 1.

SB 156 requires grantees to fulfill the monthly reporting requirements set forth in Public Utilities Code section 281(l)(1) if they are using a licensed contractor or subcontractor* to undertake a contract or subcontract in excess of twenty-five thousand dollars (\$25,000). The Commission is required to post that information on its website. Specifically, SB 156 requires the following to be reported to the Commission on a monthly basis:

- The name and contractor's license number of each licensed contractor and subcontractor undertaking a contract or subcontract in excess of twenty-five thousand dollars (\$25,000) to perform work on a project funded or financed pursuant to this section.
- The location where a contractor or subcontractor described in subparagraph (A) will be performing that work.
- The anticipated dates when that work will be performed.

*Licensed contractor or subcontractor means any contractor that holds a California state license through the contractor's state license board (<https://www.cslb.ca.gov/>).

Post-completion

Upon completion of the reimbursable work product and before final payment, Grantees must:

- Provide a signed completion form stating the technical assistance work has been completed suitable to be posted on the Commission's webpage. The signed completion form must be provided prior to final payment and must include a short summary of the reimbursable work product(s) performed under the contract, including demonstration that the reimbursable work product(s) identify broadband infrastructure deployment projects that will help achieve the CASF deployment goal, and identification of the area(s) where the applicant intends to deploy broadband based on the reimbursable work product(s).
- Provide a copy of each reimbursable work product's final report(s), plans, studies, etc. produced under the contract.

Payment

Payment will be made directly to the local agency as the grant recipient. Local agency grantees may request partial reimbursement if they complete one or more of the approved reimbursable work products prior to completion of other reimbursable work products approved in the same grant authorization. Payment will be based upon receipt and approval of an invoice(s) submitted by the local agency showing the expenditures incurred for the reimbursable work product, along with the reimbursable work product final report/study/joint powers agreement, etc., and the completion reporting required above. The invoice(s) must be supported by documentation including but not limited to the actual cost of labor and any other expense that will be recovered by the grant.

To the extent that any portion of an award was used to reimburse a local agency for administrative costs associated with securing or completing a reimbursable work product, the local agency must submit an itemized accounting of such costs, demonstrating the total requested for reimbursement does not exceed 15 percent of the total authorized award. If any portion of reimbursement is found to be out of compliance, grantees will be responsible for refunding any disallowed amount along with appropriate interest rates determined in accordance with applicable Commission decisions. Grantees are required to maintain records such as files, invoices, and other related documentation for five years after final payment. Grantees shall make these records and invoices available to the Commission upon request and agree that these records are subject to a financial audit by the Commission at any time within five years after the final payment made to a grantee.

Execution and Performance

The City of Lathrop must complete the project within the 24-month timeframe in accordance with the terms of approval granted by the Commission. If the Grantee is unable to complete project within the 24-month timeframe, it must notify the Commission or Director of Communications Division as soon as it becomes aware of this prospect. The Commission may reduce or withhold payment for failure to satisfy this requirement. In the event that the Grantee or contractor fails to complete the work in accordance with the approval granted by the Commission, and as described in its application and contract, the Grantee must reimburse some or all of the funds it has received.

CALIFORNIA PUBLIC UTILITIES COMMISSION

The City of Lathrop must sign and submit the linked Consent Form agreeing to the terms of the award **within 30 calendar days from the date of this letter**. Failure to submit the Consent Form within the timeframe required, the CPUC will deem the grant or award null and void.

The City of Lathrop must communicate in writing to the Communications Division's Director regarding any changes to the substantive terms and conditions underlying the Commission's approval of the grant (such as changes to a reimbursable work product contract, work plan or budget) at least 30 days before the anticipated. Substantive changes may require approval by either the Communications Division Director or by Commission Resolution before becoming effective.

The Commission has the right to conduct any necessary audit, verification, and discovery for work proposed or completed under the technical assistance to ensure that funds are spent in accordance with Commission rules and with the terms of approval by the Commission.

ATTACHMENT 2

**Local Agency Broadband Technical Assistance Reporting Requirements and
Guidelines**

Version December 2022

The Local Agency Technical Assistance program provides grants for eligible pre-construction work which facilitates the construction of broadband network projects. When the California Public Utilities Commission (CPUC) established the technical assistance grant program, the program was funded with American Rescue Plan Act monies administered by the U.S. Treasury. The source of technical assistance funding has changed. This guidance outlines grantee reporting.

The Commission issued Decision (D.) 22-02-026 establishing program requirements for the Local Agency Technical Assistance Grant Program.

Grantees must file **quarterly** progress reports to the Commission with the below information.

Narrative Project Information

- 1.1 The counties, cities and census designated places where households, businesses, and community anchor institutions are planned to be served by the broadband project.
- 1.2 Confirmation that the technical assistance is designed to support projects that, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
- 1.3 Statement of intention about the pricing plans for projects that the technical assistance will support, such as offering of affordable plan or low-income plan subsidized with other funding (ACP).
- 1.4 Information on broadband need in the project area.
- 1.5 Statement describing the community benefits of broadband technical assistance.

Detailed Project Information

- 2.1 Individual work products granted by the program.
 - o Dollars/hours expended per task/work product.
- 2.2 Estimated construction start date (month/year).
- 2.3 Estimated construction completion date (month/year).
- 2.4 Estimated initiation of operations date (month/year).
- 2.5 Planned project technology type(s):
 - o Fiber
 - o Coaxial Cable
 - o Terrestrial Fixed Wireless
 - o Other (specify)
- 2.6 Estimated total miles of fiber to be deployed.

CALIFORNIA PUBLIC UTILITIES COMMISSION

2.7 Planned number of locations to be served, broken out by type:

- o Residential locations
- o Business connections
- o Community anchor institutions

2.8 Planned non-promotional prices including associated fees, speed tiers, and data allowance for each speed tier.

2.9 Other data on broadband need, by location.

Submission

To assist grantees with the filing of quarterly progress reports to the Commission, a sample of the reporting requirements is found in Attachment A of this document: <https://www.cpuc.ca.gov/-/media/cpuc-website/divisions/communications-division/documents/broadband-implementation-for-california/lata-reporting-requirements-dec-22.pdf>

Planned project information listed in Attachment A should be submitted on a quarterly basis to the Commission’s email at Broadband.TechAssist@cpuc.ca.gov. Grantees need to include in the email subject line:

1. Application Name
2. Project Name
3. The Reporting Quarter/Month

Updated quarterly project submissions are required to be sent by the due dates shown below. Grantees are responsible for contacting the Commission at Broadband.TechAssist@cpuc.ca.gov, if the information cannot be submitted on time.

Reporting Period	Project Information Due to CPUC
October 1 – December 31, 2022	January 31, 2023
January 1 – March 31, 2023	April 28, 2023
April 1 – June 30, 2023	July 31, 2023
July 1 – September 30, 2023	October 31, 2023
October 1 – December 31, 2023	January 31, 2024
January 1 – March 31, 2024	April 28, 2024
April 1 – June 30, 2024	July 31, 2024
July 1 – September 30, 2024	October 31, 2024
October 1 – December 31, 2024	January 31, 2025
January 1 – March 31, 2025	April 30, 2025
April 1 – June 30, 2025	July 31, 2025
July 1 – September 30, 2025	October 31, 2025
October 1 – December 31, 2025	January 30, 2026
January 1 – March 31, 2026	April 30, 2026
April 1 – June 30, 2026	July 31, 2026
July 1 – September 30, 2026	October 30, 2026
October 1 – December 31, 2026	January 31, 2027

CALIFORNIA PUBLIC UTILITIES COMMISSION

Additional Information

Reporting requirements and guidelines are subject to change, and CPUC or the Commission may define additional requirements on CPUC's [website](#).

**CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR THE LATHROP AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP PS 21-06

RECOMMENDATION: Adopt Resolution Accepting Public Improvements Constructed by Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements, CIP PS 21-06, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

SUMMARY:

On February 14, 2022, City Council awarded a construction contract to Dirt Dynasty, Inc. (Dirt Dynasty) for the construction of the Lathrop Road and Harlan Road Intersection Improvements, Capital Improvement Project (CIP) PS 21-06 (Project). The Project improved the efficiency of vehicular movement and pedestrian safety at and approaching the intersection.

These improvements have been inspected by staff and deemed complete in accordance with the approved plans and specifications by the City Engineer. Dirt Dynasty has provided a one-year warranty bond based on 10% of the completed improvement construction cost and lien releases for the improvements being accepted.

Staff is requesting City Council accept the improvements constructed by Dirt Dynasty for the Lathrop Road and Harlan Road Intersection Improvements, CIP PS 21-06. 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 Dirt Dynasty for \$10,776 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

The increase in vehicular traffic volumes through the intersection of Lathrop Road and Harlan Road has increased the need for improvements to traffic flow. Adjacent developments including Panda Express, Sonic and Dutch Brothers increased the need for a north/south pedestrian crossing at Lathrop Road and northbound I-5 intersection. The Project was created to increase the intersection's capacity by adding one exclusive left turn lane to that existing from northbound Harlan Road onto westbound Lathrop Road, and extending the left turn lane from eastbound Lathrop Road onto northbound Harlan Road by 90 feet.

CITY MANAGER'S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC.
FOR THE LATHROP AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP
PS 21-06

The Project also increased pedestrian safety by providing a new crosswalk across Lathrop Road on the east side of its intersection with the northbound Interstate 5 ramps.

On February 14, 2022, City Council awarded a construction contract to Dirt Dynasty for the construction of these improvements. The awarded contract was for \$807,000, plus a 15% construction contingency of \$121,050 for a total of \$928,050 was authorized for staff to use as necessary to achieve the goals of the Project.

During construction, additional contract change orders were issued for a final contract amount of \$862,067. The construction costs referenced below capture all expenditures.

Construction costs are as follows:

A. Construction Contract	\$ 807,000
B. Additional Change Orders	\$ 55,067
	\$ 862,067
Total Construction Cost	\$ 862,067

The paving work was completed on December 2022; however, several locations near the intersection of Lathrop Road and Harlan Road needed to be replaced due to failure of the material. The low temperatures and consistent rain delayed the paving repairs until current summer 2023. Dirt Dynasty has completed the reconstruction of the center median islands, signal modifications, pedestrian improvements, and Microsurfacing corrective paving work. Staff has inspected these improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Upon acceptance of the improvements, the performance bond (Bond No. 070215698, \$807,000) and payment bond (Bond No. 070215698, \$807,000) will be released and replaced with a one-year warranty bond (Bond No. 070215698-W, \$82,207). 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.

Dirt Dynasty has also provided the necessary lien releases for the materials supplied and completed work. Staff is requesting that City Council accept the improvements constructed by Dirt Dynasty for the Project.

Staff also requests that City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Dirt Dynasty for \$10,776 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC.
FOR THE LATHROP AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP
PS 21-06****REASON FOR RECOMMENDATION:**

The City Council's acceptance of these improvements and authorization to file a Notice of Completion will allow the release of retention to Dirt Dynasty as required by the City Municipal Code.

FISCAL IMPACT:


The final construction contract amount for CIP PS 21-06 is for \$ 862,067. 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 General Fund Street Repair Reserves (1010).

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Dirt Dynasty, Inc. for the Lathrop Road and Harlan Road Intersection Improvements, CIP PS 21-06, Authorize the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Lathrop Road and Harlan Road Intersection Improvements, (CIP) PS 21-06

CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC.
FOR THE LATHROP AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP
PS 21-06

APPROVALS:



Angel Abarca
Assistant Engineer

07/24/2023

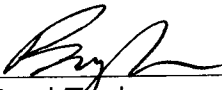
Date



Ken Reed
Senior Construction Manager

7-24-23

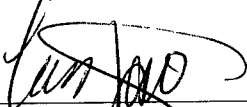
Date



Brad Taylor
City Engineer

8/3/2023

Date



Cari James
Finance Director

7/25/23

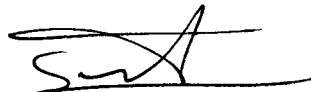
Date



Michael King
Assistant City Manager

7.24.2023

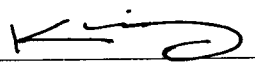
Date



Salvador Navarrete
City Attorney

7-24-2023

Date



Stephen J. Salvatore
City Manager

8-7-2023

Date

RESOLUTION NO. 23 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY DIRT DYNASTY, INC. FOR LATHROP ROAD AND HARLAN ROAD INTERSECTION IMPROVEMENTS, CIP PS 21-06, AUTHORIZE THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on February 14, 2022, City Council awarded a construction contract to Dirt Dynasty, Inc. (Dirt Dynasty) for the construction of Lathrop Road and Harlan Road Intersection Improvements, Capital Improvement Project (CIP) PS 21-06 (Project); and

WHEREAS, the Project included adding one exclusive left turn lane from northbound Harlan Road onto westbound Lathrop Road and extending the left turn lane from eastbound Lathrop Road onto northbound Harlan Road; and

WHEREAS, pedestrian improvements provided a new crosswalk across Lathrop Road on the east side of the northbound Interstate 5 (I-5) ramps; and

WHEREAS, Dirt Dynasty has successfully completed the reconstruction of the center median islands, signal modifications, and pedestrian improvements; and

WHEREAS, staff has inspected these improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer; and

WHEREAS, Dirt Dynasty 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. 070215698, \$807,000) and payment bond (Bond No. 070215698, \$807,000) will be released and replaced with a one-year warranty bond (Bond No. 070215698-W, \$82,207) 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 Dirty Dynasty for the Lathrop Road and Harlan Road Intersection Improvements, CIP PS 21-06; 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 Dirt Dynasty in the amount of \$10,776, 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 Dirt Dynasty for Lathrop Road and Harlan Road Intersection Improvements CIP PS 21-06; 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 Dirt Dynasty in the amount of \$10,776, 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 14th day of August 2023, 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

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the NOTICE OF COMPLETION dated **August 14, 2023** by **Dirt Dynasty, 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 14, 2023**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By

Stephen J. Salvatore, City Manager

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ITEM 4.18

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC., FOR CONSTRUCTION OF CLASS II BIKEWAYS TO ACE STATION, CIP PS 22-18 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Award a Construction Contract to George Reed, Inc., for Construction of Class II Bikeway to Ace Station, CIP PS 22-18 and Approve Budget Amendment**

SUMMARY:

In 2021, City Council approved Capital Improvement Project (CIP) PS 22-18 for Class II Bikeway to ACE Station (Project). The Project will install approximately 4.2 miles of Class II bikeway south on Harlan Road from Louise Avenue to the Lathrop/Manteca ACE Station. The Project will microsurface Harlan Rd, grind and overlay asphalt concrete on segments along D'Arcy Parkway and Yosemite Avenue to accommodate the traffic loads shifted by the installation of bike lanes. A project location map is included as Attachment "C" for reference.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on July 18, 2023 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened six (6) bids on August 3, 2023. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be George Reed, Inc. (George Reed), with a bid of \$1,642,616.

Staff requests City Council award a construction contract to George Reed for construction of the Project in the amount of \$1,642,617 and authorize a 10% construction contingency of \$164,262 for a total cost not to exceed \$1,806,879.

Staff is also requesting Council approve a budget amendment transferring \$449,234 from the Transportation Development Act (TDA) (2140) to the CIP Project Fund (3310) to fund the construction contract and a 10% contingency.

BACKGROUND:

The Active Transportation Program (ATP) was created by Senate Bill 99 (Chapter 359, Statutes of 2013) and Assembly Bill 101 (Chapter 354, Statutes of 2013) to increase the use of active modes of transportation including walking and biking. Through the San Joaquin Council of Governments (SJCOG), the ATP granted the City of Lathrop \$1,001,000 of Measure K funding toward the construction of CIP PS 22-18.

CITY MANAGER’S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC. FOR
CONSTRUCTION OF CLASS II BIKEWAY TO ACE STATION, CIP PS 22-18 AND
APPROVE BUDGET AMENDMENT

On January 10, 2022, City Council approved a Cooperative Agreement with SJCOG to establish roles and responsibilities on processing the granted funding on the Project.

The Project will install Class II bike lanes from Louise Avenue to the Lathrop/Manteca ACE Station. Construction of the Project includes microsurfacing Harlan Rd, grinding and overlaying asphalt concrete on segments along D’Arcy Parkway and Yosemite Avenue to support the traffic loads shifted by the installation of bike lanes. New signs will be installed and striping will use Methyl Methacrylate (MMA) green markings for bike lanes.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on July 18, 2023 in accordance with Bidding Procedures in California PCC 22160 and LMC 2.36.060.

Six (6) 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
George Reed, Inc.	\$1,642,617
Dirt Dynasty, Inc.	\$1,804,969
Knife River	\$1,901,564
United Pavement Maintenance	\$1,934,286
Consolidated Engineering	\$1,965,297
B&M Builders, Inc.	\$2,085,965

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 \$1,642,617.

Staff also requests City Council authorize a 10% construction contingency of \$164,262 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$1,806,879.

REASON FOR RECOMMENDATION:

Currently, there are no bike lanes on Harlan Road (south of Louise Avenue), D’Arcy Parkway, and Yosemite Avenue. The construction of this Project will connect residents north of Louise Avenue and commuters to the Lathrop/Manteca ACE commuter train station that services the Bay Area.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC. FOR CONSTRUCTION OF CLASS II BIKEWAY TO ACE STATION, CIP PS 22-18 AND APPROVE BUDGET AMENDMENT

FISCAL IMPACT:

The proposed construction contract with George Reed for \$1,642,617, plus a 10% construction contingency of \$164,261 is requested for a total Project budget not to exceed \$1,806,879. The Project received Measure K funds in the amount of \$1,001,000. Additional funding in the amount of \$449,234 is needed to augment existing Project funds and the Measure K grant to cover the Project budget.

Therefore, staff requests Council approve a budget amendment transferring \$449,234 from TDA (2140) to the CIP Project Fund (3310) as follows:


<u>Increase Transfer Out</u>		
2140-9900-990-9010		\$449,234
 <u>Increase Transfer In</u>		
3310-9900-393-0000	PS 22-18	\$449,234
 <u>Increase Appropriation</u>		
3310-8000-420-1200	PS 22-18	\$449,234

ATTACHMENTS:

- A. Resolution to Award a Construction Contract to George Reed, Inc., for Construction of Class II Bikeway to ACE Station, CIP PS 22-18 and Approve Budget Amendment
- B. Construction Contract with George Reed, Inc., for Construction of Class II Bikeway to ACE Station, CIP PS 22-18
- C. Project location map


CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO GEORGE REED, INC. FOR
CONSTRUCTION OF CLASS II BIKEWAY TO ACE STATION, CIP PS 22-18 AND
APPROVE BUDGET AMENDMENT

APPROVALS:

 FOR

Angel Abarca
Assistant Engineer

8/3/2023
Date



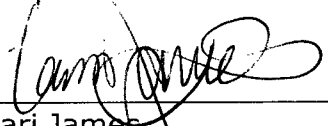
Ken Reed
Senior Construction Manager

8-4-23
Date



Brad Taylor
City Engineer

8/3/2023
Date



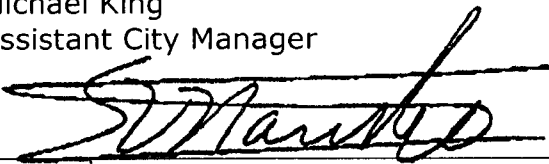
Cari James
Director of Finance

8/9/23
Date



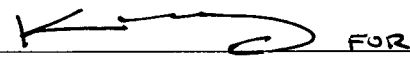
Michael King
Assistant City Manager

8.3.2023
Date



Salvador Navarrete
City Attorney

8/9/2023
Date

 FOR

Stephen J. Salvatore
City Manager

8.9.2023
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD A CONSTRUCTION CONTRACT TO GEORGE REED, INC. FOR CONSTRUCTION OF CLASS II BIKEWAY TO ACE STATION, CIP PS 22-18 AND APPROVE BUDGET AMENDMENT

WHEREAS, in 2021, City Council approved Capital Improvement Project (CIP) PS 22-18 for Class II Bikeway to ACE Station (Project) to construct approximately 4.2 miles of Class II bike lanes south on Harlan Road from Louise Avenue to the Lathrop/Manteca ACE Station; and

WHEREAS, the Project will microsurface Harlan Rd, grind and overlay asphalt concrete on segments along D'Arcy Parkway and Yosemite Avenue to accommodate the traffic loads shifted by the installation of bike lanes; and

WHEREAS, the bid solicitation package with plans and specifications for the construction of the Project was advertised on July 18, 2023 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22160 and Lathrop Municipal Code (LMC) 2.36.060; and

WHEREAS, six (6) bids were received and opened on August 3, 2023; and

WHEREAS, upon 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 bid of \$1,642,617; and

WHEREAS, staff is requesting City Council award a construction contract to George Reed for the construction of CIP PS 22-18 in the amount of \$1,642,617 and approve a 10% construction contingency of \$164,262 for a total Project cost not to exceed \$1,806,879; and

WHEREAS, sufficient funds were not allocated for the construction of the Project; and

WHEREAS, staff also requests Council approve a budget amendment transferring \$449,234 from the Transportation Development Act (TDA) to the CIP Project Fund (3310) as follows:

<u>Increase Transfer Out</u>		
2140-9900-990-9010		\$449,234
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 22-18	\$449,234
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 22-18	\$449,234

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a construction contract with George Reed for construction of Class II Bikeway to ACE Station, CIP PS 22-18 for a cost of \$1,642,617; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency of \$164,262 for a total cost not to exceed \$1,806,879 for construction of the Project 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 as detailed above.

The foregoing resolution was passed and adopted this 14th day of August, 2023, 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

CONSTRUCTION CONTRACT**CLASS II BIKEWAY TO ACE STATION, CIP PS 22-18**

This Contract, dated **August 14, 2023**, 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 **Class II Bikeway to ACE Station, CIP PS 22-18** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract is generally described as, but not necessarily limited to: grind and overlay 3" of Asphalt Concrete on D'Arcy Parkway, grind and construct 6" of Asphalt Concrete over 12" Aggregate Base on segments of Yosemite Avenue, application of Microsurfacing, and installation of Methyl Methacrylate (MMA), signing, striping, and markings for bike lanes.

The work shall be **completed within 60 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: \$1,642,616.20 (One Million Six Hundred Forty-Two Thousand Six Hundred Seventeen and twenty cents)

3. **Construction Documents.** This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the

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FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

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Bid Documents submitted by George Reed, Inc. on August 3rd, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

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CIP PS 22-18

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by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

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CIP PS 22-18

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- 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 Contact 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,

SECTION 00500

FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

CONTRACT

apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.

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FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

CONTRACT

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- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate

SECTION 00500

FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

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- resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
- (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
 15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above.

SECTION 00500

FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

CONTRACT

Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

(209) 941-7430
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: George Reed, Inc.

Phone: 140 Empire Avenue, Modesto CA 95354

Email: Naiome.grissom@georgereed.com

ATTN: Naiome Grissom

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time

SECTION 00500

FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

CONTRACT

to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.

- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.

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FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
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- (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 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.

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FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

CONTRACT

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- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Item List

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

FISCAL YEAR 2023-24 CLASS II BIKEWAY TO ACE PROJECT STATION
CIP PS 22-18

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IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR: George Reed, Inc.

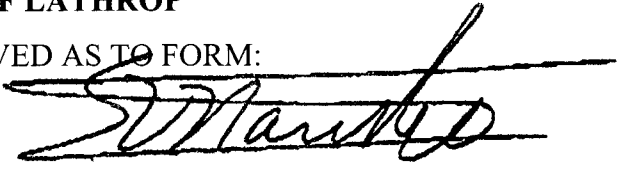
By: _____

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

CLASS II BIKEWAY TO ACE STATION
CIP PS 22-18

BID PROPOSAL FORMS

CLASS II BIKEWAY TO ACE STATION, CIP PS 22-18

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	100,000.00	100,000.00
2	Traffic Control	1	LS	75,600.00	75,600.00
3	Erosion and Sediment Control Plan (ESCP)	1	LS	9,000.00	9,000.00
4	Remove Existing Thermoplastic Markings and Striping	1	LS	95,000.00	95,000.00
5	Grind out Pavement to 3" Depth and Dispose (D'Arcy Pkwy)	80,765	SF	0.38	30,690.70
6	Grind out 18" of Existing Surface (Yosemite Ave)	2,302	CY	39.00	89,778.00
7	Place 3" HMA, Single Lift (D'Arcy Pkwy)	1,465	TON	160.00	234,400.00
8	Place 12" Aggregate Base (Yosemite Ave)	2,425	TON	60.00	145,500.00
9	Place 6" Asphalt Concrete (Yosemite Ave)	1,485	TON	129.50	192,307.50
10	Place Type II Microsurfacing with Black Rock	565,020	SF	.25	141,255.00
11	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 1	400	LF	1.75	700.00
12	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 22	3,360	LF	2.50	8,400.00
13	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 25	5,080	LF	2.25	11,430.00
14	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 32	15,705	LF	4.75	74,598.75
15	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 37B	100	LF	3.00	300.00
16	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 38	5,925	LF	3.25	19,256.25
17	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39	61,335	LF	2.00	122,670.00
18	Thermoplastic Striping - Caltrans Std. Pln. A20, Detail 39A	3,040	LF	2.00	6,080.00
19	Thermoplastic Striping - 8" White Line Diagonal	6,090	LF	3.00	18,270.00
20	Thermoplastic Striping - 8" Yellow Line Hatching	396	LF	5.00	1,980.00
21	Methyl methacrylate (MMA) Green Enhancement	8,950	SF	14.00	125,300.00
22	Thermoplastic Striping - 6" Dashed White Line	85	LF	4.00	340.00
23	Thermoplastic Striping - 12" White/Yellow Line	1,400	LF	7.00	9,800.00
24	Thermoplastic Striping - Yield Line	66	LF	10.00	660.00

00300-2

SECTION 00300

CLASS II BIKEWAY TO ACE STATION
CIP PS 22-18

BID PROPOSAL FORMS

25	Thermoplastic Marking -Type I Arrow (24') (Thru)	15	EA	250.00	3,750.00
26	Thermoplastic Marking -Type II Arrow (Thru-Left) (Thru-Right)	8	EA	275.00	2,200.00
27	Thermoplastic Marking -Type IV Arrow (Left or Right)	58	EA	150.00	8,700.00
28	Thermoplastic Marking -Type IV Arrow (TWLTs)	52	EA	150.00	7,800.00
29	Thermoplastic Marking -Type VI Arrow	5	EA	420.00	2,100.00
30	Thermoplastic Marking - BIKE LANE plus Arrow, Sharrow	80	EA	150.00	12,000.00
31	8' STOP and Rail Road Legends	9	EA	750.00	6,750.00
32	Insert Blue RPM @ Fire Hydrant	14	EA	25.00	350.00
33	Signage as Shown per Plans	1	LS	85,650.00	85,650.00

TOTAL BASE BID: 1,642,616.20TOTAL BASE BID IN WORDS: One million six hundred forty-two thousand six hundred sixteen dollars & twenty cents
Ⓢ dollars



PROJECT LOCATION MAP

ITEM 4.19

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Awarding a Service Contract to All Steel Fence, Inc. for Gate Preventive Maintenance & Emergency On-Call Repair Services and Approving Budget Amendment**

SUMMARY:

Several City facilities are secured by fencing, automated sliding vehicle gates, and electronically secured pedestrian gates. As time passes, these fences and gates may be damaged or deteriorate, requiring service by an experienced contractor capable of maintaining, and repairing these security components.

Staff advertised a bid solicitation package for the procurement of these services on June 21, 2023 in accordance with Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30 Public Works received and opened one (1) bid on July 18, 2023. Based on the review and evaluation, the sole bidder All Steel Fence, Inc. (All Steel) was determined to be a responsible contractor and their bid of \$54,000 was determined responsive.

Staff requests City Council award a service contract to All Steel for biannual automated sliding vehicle gate maintenance, totaling \$54,000 per year and an amount not to exceed \$50,000 annually for emergency on-call repairs.

Sufficient funds were not allocated in the approved FY 2023-24 and FY 2024-25 budget therefore; staff requests City Council approve a budget amendment as outlined in the fiscal impact section.

BACKGROUND:

Automated sliding vehicle gates at City facilities occasionally malfunction or incur damage, resulting in disruptions to essential services and costly emergency repair services. For these gates to function properly, regular maintenance is necessary. Other gates and fences securing important City facilities are likewise subject to wear and occasional damage caused by vandalism, theft, and vehicle collisions, requiring prompt repair.

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AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVE BUDGET AMENDMENT

The following City facilities have a corresponding number of automated sliding vehicle gates:

- Lathrop Police Station (4)
- Corporation Yard (2)
- City Hall (2)
- Consolidated Treatment Facility (CTF) (1)

The following services are necessary to ensure the uninterrupted operation and security of all City-owned gates and fencing:

1. biannual routine maintenance for the automated sliding vehicle gates at the mentioned secured facilities; and
2. Emergency on-call services to promptly repair inoperable or damaged gates or fences as soon as possible.

Staff prepared technical specifications for this service contract and solicited them for bid on June 21, 2023 in accordance with CA PCC 22034 and LMC 3.30. The contract includes an option for the City and Contractor to execute up to three (3) additional consecutive one-year contract terms upon mutual agreement. The contract also includes a provision for an annual contract price adjustment of up to 5% due to inflation, subject to the Contractor’s request and City concurrence.

One (1) bid determined to be responsive and from a responsible bidder was received and opened by Public Works on June 18, 2023. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results
FY 2023-24 Fence and Gate Repair & Maintenance Services

Contractor	Total Base Bid
All Steel Fence, Inc.	\$54,000

Staff reviewed and evaluated the bid, and determined that All Steel is a responsible bidder and their bid is responsive. Staff requests City Council award a service contract to All Steel for biannual automated sliding vehicle gate maintenance, totaling \$54,000 and an amount not to exceed \$50,000 for emergency on-call repairs.

Staff also requests that City Council authorize the City Manager to approve up to three (3) additional consecutive one-year contract terms with All Steel at a total estimated value of \$344,153, including a contingent budget of \$50,000 per contract term for gate and fence repairs and a maximum 5% annual inflation adjustment.

CITY MANAGER’S REPORT **PAGE 3**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVE BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The recommended contracts will provide the City routine maintenance services for automated vehicle gates and repairs to damaged or inoperable fencing and gates. These services will effectively decrease the frequency and duration of malfunctions, thereby reducing the City's operational expenses for these facilities.

FISCAL IMPACT:

The proposed service contract with All Steel is for \$54,000, and the requested \$50,000 emergency on-call repair contingency brings the estimated initial contract term total to \$104,000. The estimated contract cost budget is summarized in Table 2 below:

Table 2: Estimated Contract Cost Budget Summary

Annual Maint. \$ Needs	Est. Emergency On-Call \$ Needs	Total Year 1 FY 2023-24	Total Year 2 FY 2024-25 (Opt)	Total Year 3 FY 2025-26 (Opt)	Total Year 4 FY 2026-27 (Opt)
\$54,000	\$50,000	\$104,000	\$109,200	\$114,660	\$120,393

Staff requests that City Council authorize the City Manager to approve up to three (3) additional consecutive one-year contract terms with All Steel at a total estimated value of \$344,153, including a budget of \$50,000 per contract term for gate and fence repairs and a maximum 5% annual inflation adjustment to routine maintenance service prices and emergency on-call repair prices, based on the State of California Department of General Services Construction Cost Index.

Sufficient funds were not allocated in the approved FY 2023-24 and FY 2024-25 budgets. Staff requests City Council approve the budget amendments as detailed below to fund the routine maintenance and the emergency on-call repair of fences and gates securing important City facilities.

Fund	Increase Appropriation	FY 2023-24	FY 2024-25
General Fund	1010-40-50-420-25-00	\$35,000	\$40,250
General Fund	1010-30-10-420-16-00	\$8,500	\$9,775
General Fund	1010-30-05-420-25-00	\$17,000	\$19,550
Water Fund	5620-50-50-420-25-00	\$8,500	\$9,775
CTF-MBR Sewer Fund	6080-50-34-420-25-00	\$11,000	\$12,650
General Fund	1010-30-20-420-25-00	\$12,000	\$12,000
Streets Fund	2080-50-10-420-25-00	\$12,000	\$12,000

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVE BUDGET AMENDMENT

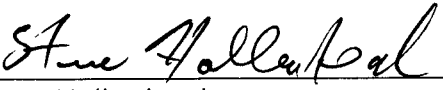
Future budget approvals would be required prior to FY 2025-26 & FY 2026-27 for any term extensions.

ATTACHMENTS:

- A. Resolution Awarding a Service Contract to All Steel Fence, Inc. for Gate Preventative Maintenance & Emergency On-Call Repairs and Approving Budget Amendment
- B. Service Contract with All Steel Fence, Inc. for the Preventative Gate Maintenance and Emergency On-Call Repairs

CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
AWARD SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE
PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND
APPROVE BUDGET AMENDMENT

APPROVALS:



Steven Hollenbeak
Assistant Engineer

7.27.23
Date



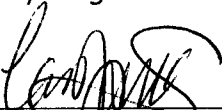
Ken Reed
Senior Construction Manager

8-1-23
Date



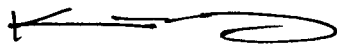
Brad Taylor
City Engineer

8/1/2023
Date



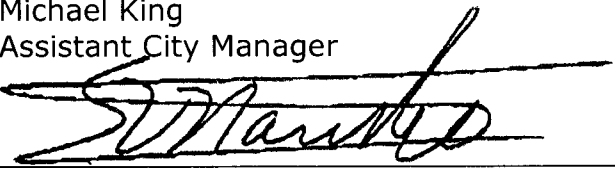
Cari James
Director of Finance

8/1/2023
Date



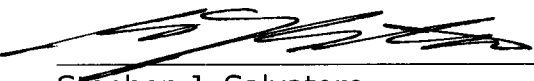
Michael King
Assistant City Manager

7.27.2023
Date



Salvador Navarrete
City Attorney

7/31/2023
Date



Stephen J. Salvatore
City Manager

8.3.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A SERVICE CONTRACT TO ALL STEEL FENCE, INC. FOR GATE PREVENTIVE MAINTENANCE & EMERGENCY ON-CALL REPAIR SERVICES AND APPROVING BUDGET AMENDMENT

WHEREAS, automated vehicle gates at various City facilities are in need of routine maintenance services to support their continuous operation; and

WHEREAS, the City also desires to procure emergency on-call services to rebuild damaged or inoperable fencing and gates securing important City facilities; and

WHEREAS, the City does not have the resources to perform these services (Project); and

WHEREAS, City staff prepared and solicited for bid a contract for the maintenance services and rates for emergency on-call fence and gate repair on June 19, 2023 in accordance with California Public Contract Code 22034 and Lathrop Municipal Code 3.30; and

WHEREAS, the initial one-year term of the contract will expire on June 30, 2024 and contains options for renewal for an additional three (3) one-year terms; and

WHEREAS, a total of one (1) bid was received from All Steel Fence, Inc. (All Steel) and opened by Public Works on July 18, 2023; and

WHEREAS, upon review and evaluation, All Steel's bid of \$54,000 for annual gate maintenance services was determined to be responsive and from a responsible bidder; and

WHEREAS, staff requests that City Council award a service contract to All Steel in the amount of \$54,000 for the subject maintenance services; and

WHEREAS, staff also requests that City Council approve a \$50,000 annual budget for FY 2023-24 and for FY 2024-25 for the emergency on-call repair of any City-owned gate or fence; and

WHEREAS, sufficient funds were not included in the adopted FY 2023-24 and FY 2024-25 budgets to fund the routine maintenance and emergency on-call work; and

WHEREAS, therefore, staff also requests City Council approve the following budget amendment, as detailed below;

Increase Appropriations	FY 2023-24	FY 2024-25
1010-40-50-420-25-00	\$35,000	\$40,250
1010-30-10-420-16-00	\$8,500	\$9,775
1010-30-05-420-25-00	\$17,000	\$19,550
5620-50-50-420-25-00	\$8,500	\$9,775
6080-50-34-420-25-00	\$11,000	\$12,650
1010-30-20-420-25-00	\$12,000	\$12,000
2080-50-10-420-25-00	\$12,000	\$12,000

WHEREAS, staff requests that City Council authorize the City Manager to approve up to three (3) additional consecutive one-year contract extensions with All Steel at a total estimated value of \$344,153, including a contingent budget of \$50,000 per fiscal year for the emergency on-call gate and fence repairs and a maximum 5% annual inflation adjustment to routine maintenance service prices and on-call repair prices; and

WHEREAS, future budget approvals would be required prior to FY 2025-26 and FY 2026-27 contract term extensions.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby award a service contract to All Steel Fence, Inc. for Gate Preventative Maintenance Services in the amount of \$54,000; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a \$50,000 not-to-exceed budget for FY 2023-24 for the Emergency On-Call Repairs; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the budget amendment as detailed above; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize the City Manager to approve up to three (3) additional consecutive one-year contract extensions with All Steel at a total estimated value of \$344,153, including a contingent budget of \$50,000 and a maximum 5% annual inflation adjustment.

The foregoing resolution was passed and adopted this 14th day of August, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

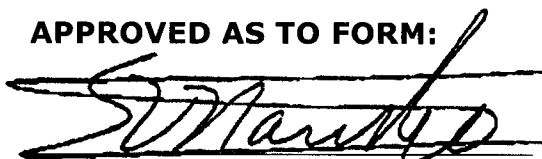
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

**FY 2023-2024 GATE MAINTENANCE AND GATE AND FENCE REPAIR SERVICES
CONTRACT**

This Contract, dated August 14, 2023, is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and **All Steel Fence, 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 Agreement shall commence on, and be binding on the parties on, the date of execution of this Agreement, and shall expire on June 30, 2024, subject to the earlier termination of this Agreement. This contract may be extended by the City Manager at his sole discretion for up to three (3) additional one-year terms as follows:

- Optional Term 1: July 1, 2024 – June 30, 2025
- Optional Term 2: July 1, 2025 – June 30, 2026
- Optional Term 3: July 1, 2026 – June 30, 2027

The City shall notify the Contractor in writing of its intent to extend the contract by June 1 of the current contract term.

2. General Scope of Project and Work. Contractor shall furnish labor, services, materials and equipment in connection with the FY 2023/2024 Fence and Gate Repair & Maintenance Services Contract and complete the Work in accordance with the covenants, terms and conditions of this Agreement to the satisfaction of City. The FY 2023/2024 Fence and Gate Repair & Maintenance Services and Work are specifically detailed in the Agreement Documents referenced in paragraph 3 below:

For: FY 2023/2024 GATE MAINTENANCE AND GATE AND FENCE REPAIR SERVICES

Routine Maintenance: Fifty Four Thousand Dollars (\$54,000.00)

On-Call Services: Not-to-Exceed Fifty Thousand Dollars (NTE \$50,000.00)

3. Agreement Documents. This Agreement shall include the following documents: “FY 2023/2024 Gate Maintenance and Gate and Fence Repair Services Contract Specifications,” and the Bid Documents Submitted by All Steel Fence, Inc. on July 18, 2023, which are on file with the Public Works Department and are hereby incorporated by reference. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Agreement, these documents and the provisions thereof are set forth in the following 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 a sum not to exceed the amount set forth in Contractor’s Bid

Agreement 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 the Instruction to Bidders on terms and conditions and in amounts as may be required by the Risk Manager. 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 Agreement 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 Agreement.

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 Agreement or for doing anything which Contractor is required not to do under this Agreement, 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 Agreement, 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 Agreement at any time during the term of this Agreement, or arising thereafter.

7. Assumption of Risk. Contractor hereby expressly and voluntarily assumes any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about Municipal Facilities 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 Agreement. A waiver by City of any breach of any part or provision of this Agreement 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 Agreement 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 Agreement.

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 Agreement, 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 Municipal Facilities, insofar as any are required by reason of the use or occupancy of Municipal Facilities, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.
10. Bonds. NOT USED.
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 FY 2023-2024 Fence and Gate Repair & Maintenance, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the FY 2023-2024 Fence and Gate Repair & Maintenance shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the FY 2023-2024 Fence and Gate Repair & Maintenance shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) This item not used;
 - (4) This item not used;
 - (5) Any information submitted by Contractor prior to the award of Agreement, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Agreement 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 Instructions to Bidders;
 - (7) Contractor has the power and the authority to enter into this Agreement with City, that the individual executing this Agreement is duly authorized to do so by appropriate resolution, and that this Agreement 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 Agreement 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 Agreement;
 - (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 Agreement;
 - (11) Contractor and any person performing labor and services under FY 2023-2024 Fence and Gate Repair & Maintenance 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 Municipal Facilities and has full knowledge of the physical conditions of the Municipal Facilities.
12. Assignment. This Agreement 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 other disputes arising out of the Agreement shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Agreement and for a period of not less than three (3) years after the expiration or earlier termination of this Agreement, City shall have the right to audit Contractor's FY 2023-2024 Fence and Gate Repair & Maintenance Services-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 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
(209) 941-7454
FAX: (209) 941-7449

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this 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.
- (3) 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.
- (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 Agreement 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 Agreement and shall have no effect upon the fence and gate maintenance services or interpretation of any part of this Agreement.
- (7) Incorporation of Documents. All documents constituting the Agreement 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 Agreement and shall be deemed to be part of this Agreement.

- (8) Integration. This Agreement and any amendments hereto between the parties constitute the entire agreement between the parties concerning the Fence and Gate Services and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (9) 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.
- (10) 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.
- (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 Agreement.
- (12) 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.
- (13) Status of Contractor. In the exercise of rights and obligations under this Agreement, 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 Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) This item not used.
- (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 Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)),

Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

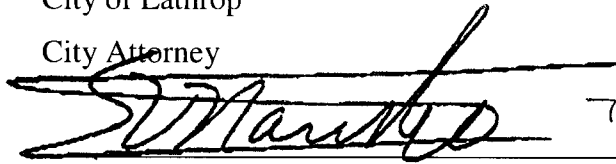
Certification of insurance and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

Approved as to Form:

City of Lathrop

City Attorney



Salvador Navarrete

7/31/2023

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

Contractor:

ALL STEEL FENCE, INC.

146 KLO ROAD #9733

LATHROP, CA 95330

(209) 983-8409

Fed ID # _____

Lathrop Business License # _____

Signature

Date

Print Name and Title

SECTION 00300

**FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
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: **FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE
SERVICES**

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 Contract 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 Contract 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 or none of the work.

SEE INSTRUCTIONS TO BIDDERS-**BIDS** ON PAGE 00100-2 FOR DETAILS.

00300-1

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES

BASE BID SCHEDULE

I. SCHEDULED MAINTENANCE FOR AUTOMATED GATES

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	ANNUAL TOTAL
1	Bi-Annual Maintenance for 9 Automated Gates	18	EA	3,000. ⁰⁰	54,000. ⁰⁰

TOTAL SCHEDULED MAINTENANCE, BASE BID: \$ 54,000.⁰⁰

TOTAL BASE BID: \$ 54,000.⁰⁰

TOTAL BASE BID IN WORDS: Fifty-Four Thousand Dollars AND 00/100

RATE SCHEDULES

1. EMERGENCY CALL OUT

DESCRIPTION	MIN. # HOURS	HOURLY RATE	TOTAL
On-Call Response Minimum Charge	2	\$ 500. ⁰⁰	\$ 1,000. ⁰⁰

2. LABOR PLUS MATERIALS

ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Replace Steel Fencing, 4' Height	LF	\$ 70. ⁰⁰
2	Replace Steel Fencing, 6' Height	LF	\$ 95. ⁰⁰
3	Replace Steel Fencing, 8' Height	LF	\$ 135. ⁰⁰
4	Replace Chain Link Fencing (< 6' Height)	LF	\$ 95. ⁰⁰
5	Replace Chain Link Fencing (6'+ Height)	LF	\$ 70. ⁰⁰

00300-2

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

RATE SCHEDULES (con'd)

3. LABOR ONLY RATES

ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Labor Rate - Foreman 8:00 AM - 5:00 PM	MAN-HR	\$ 98.31
2	Labor Rate - Foreman After Hours	MAN-HR	\$ 155.60
3	Labor Rate - Laborer 8:00 AM - 5:00 PM	MAN-HR	\$ 92.45
4	Labor Rate - Laborer After Hours	MAN-HR	\$ 144.73

4. MATERIALS MARK-UP RATE

ITEM	DESCRIPTION	UNITS	UNIT PRICE
1	Materials Mark-Up Rate	%	25%

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCAA 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: All Steel Fence, Inc.
1416 KLO Road
Lathrop CA 95330
- (2) Bidder's office telephone number: (209) 983-8409
- (3) Bidder's fax number: (209) 982-4325
- (4) Bidder's Contractor's License (Class): C-13 + C-61/D28
License No.: 710912
Expires: 8/31/2025
- (5) List 4 completed or ongoing service contracts of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Modesto Irrigation District (FY 2012-2015)	\$199,477.24	Modesto Irrigation District Attn: Scott Simpson P.O. Box: 4060 Modesto CA 95352 (209) 924-7484

- (6) Contractor's telephone number to be used for 24 hour / day contact to request Services (if

SECTION 00300

**FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

different from above telephone no.): (408) 497-8731

List of Subcontractors:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. <u>* NONE *</u>	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

1

Respectfully submitted,

7/18/2023
Dated

All Steel Fence, Inc
Legal Name of Firm

Denise M. Cornell
Signature of Authorized Representative
Denise M. Cornell, Corporate Secretary
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

CALIFORNIA

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

TOM Cornell, III - President + Manager

Denise Cornell - Secretary/Treasurer

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN) ss.

Denise M. Cornell, being first duly sworn, deposes and says that he or she is

Corporate Secretary of All Steel Fence, 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.

Denise M. Cornell
Signature of: President, Secretary,
Manager, Project Manager or Representative

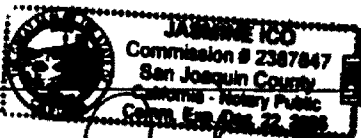
The County of San Joaquin

State of California

Subscribed and sworn to (or affirmed) before me

on this 18th day of July, 2023, by

Denise M. Cornell, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal 
Signature Jasmine Ko

SECTION 00300

FY 2023-2024 FENCE AND GATE REPAIR & MAINTENANCE SERVICES
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)

00300-8

Bid Bond

CONTRACTOR:

(Name, legal status and address)

All Steel Fence, Inc
P.O. Box 1309
Lathrop, CA 95330

SURETY:

(Name, legal status and principal place of business)

Everest Reinsurance Company
100 Everest Way, Warren Corporate
Center, Warren, NJ 07059

OWNER:

(Name, legal status and address)

City of Lathrop - City Hall
390 Towne Centre Drive
Lathrop, CA 95330

BOND AMOUNT: Ten Percent of Amount Bid (10% of amount bid)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

FY 2023-2024 Fence and Gate Repair & Maintenance Services

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 10th day of July, 2023.

All Steel Fence, Inc.

(Principal)

(Seal)

(Witness)

Denise M. ... CORPORATE SECRETARY

(Title)

Everest Reinsurance Company

(Surety)

(Seal)

(Witness)

Deanna Quintero
(Title) Deanna Quintero, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

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 Butte)

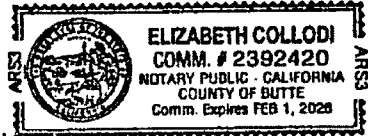
On July 10, 2023 before me, Elizabeth Collodi, Notary Public
(insert name and title of the officer)

personally appeared Deanna Quintero
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 *Elizabeth Collodi* (Seal)



EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS That Everest Reinsurance Company a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road Liberty Corner New Jersey 07938, do hereby nominate constitute and appoint

Elizabeth Colloidi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith, and Kevin Scofield

its true and lawful Attorney(s)-in-fact to make execute attest seal and deliver for and on its behalf, as surety and as its act and deed where required any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016

RESOLVED, that the President any Executive Vice President and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make execute seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company

RESOLVED, FURTHER, that the President any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute on behalf of the Company, bonds and undertakings in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney and to attach thereto the corporate seal of the Company

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto and these presents to be signed by their duly authorized officers this 28th day of July 2016



Nicole Chase
Attest: Nicole Chase Assistant Secretary

Everest Reinsurance Company
Anthony Romano
By Anthony Romano Vice President

On this 28th day of July 2016 before me personally came Anthony Romano known to me who being duly sworn did execute the above instrument; that he knows the seal of said Company that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto, and that he executed said instrument by like order

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

Linda Robins

Linda Robins Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at the Liberty Corner this 10th day of July 2023

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ITEM 4.20

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **CREATE CIP GG 24-25 CITY FACILITIES FENCING IMPROVEMENTS, AWARD A CONSTRUCTION CONTRACT TO ALL STEEL FENCE, INC., AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution to Create CIP GG 24-25 City Facilities Fencing Improvements, Award Construction Contract to All Steel Fence, Inc., and Approve Budget Amendment**

SUMMARY:

The Harlan Road and Mossdale wastewater pump stations, Easy Court stormwater pump station and Thomsen Park are enclosed with chain link fencing that provides minimum protection to theft and vandalism. To replace the existing fencing at these locations, staff is proposing to create Capital Improvement Project (CIP) GG 24-25 for City Facilities Fencing Improvements (Project).

On June 19, 2023, staff designed and solicited bids for the construction of the Project in accordance with Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30. Public Works received and opened three (3) bids on July 18, 2023. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be All Steel Fence, Inc. (All Steel) with a bid of \$164,254.

Staff is requesting City Council approve the creation of the Project and award a construction contract to All Steel for construction of fencing and other improvements in the amount of \$164,254 and authorize a 15% construction contingency of \$24,638 for a total cost not to exceed \$188,892.

Staff also requests City Council approve the following budget amendments, as detailed below, transferring funds to the CIP Project Fund (3010):

- \$66,046 from the Water Recycling Plant No. 1 Cap Rep Fund 6070
- \$31,434 from the General Fund 1010 to subsidize City Storm Drain Zone 1 Fund (2510)
- \$48,731 from the CTF Plant No. 1 Capital Replacement Fund 6110

CITY MANAGER’S REPORT **PAGE 2**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
CREATE CIP GG 24-25 FOR CITY FACILITIES FENCING IMPROVEMENTS,
AWARD CONSTRUCTION CONTRACT TO ALL STEEL FENCE, INC., AND
APPROVE BUDGET AMENDMENT

BACKGROUND:

The City of Lathrop has the following facilities enclosed with chain link fencing that provides minimum security.

- Harlan Road Wastewater Pump Station – near 11850 S. Harlan Road
- Mossdale Wastewater Pump Station – 703 River Islands Parkway
- Easy Court Stormwater Pump Station – 371 Easy Court
- Thomsen Park – 435 Thomsen Road

Improvements to Thomsen Park will include a sally port entry and concrete slabs to facilitate the entrance of visitors with dogs while maintaining ADA compliance. These modifications will help convert Thomsen Park into a dog park. The Project will also remove the chain link fence and install new tubular steel fencing to improve security at the pump stations.

Staff prepared the plans and technical specifications for the Project, and solicited them for bid on June 19, 2023 in accordance with CA PCC 22034 and LMC 3.30. Three (3) bids determined to be responsive and from responsible bidders were received and opened by Public Works on July 18, 2023. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results

Contractor	Total Bid
All Steel Fence, Inc.	\$164,254
Golden Bay Fence Plus Iron Works, Inc.	\$187,756
Luma Engineering Contractors, Inc.	\$249,300

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is All Steel. Staff requests City Council adopt a resolution awarding a construction contract to All Steel in the amount of \$164,254. Staff also requests City Council authorize a 15% construction contingency of \$24,638, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$188,892.

REASON FOR RECOMMENDATION:

Creation of the Project and award of a construction contract will allow the fencing improvements to increase security at the utility facilities and park. The proposed tubular steel fencing is more durable, provides decorative features, and reduces each facility’s long-term operational costs. These improvements will allow Thomsen Park to serve as the City’s third dog park, and the first one in Historic Lathrop.

CITY MANAGER’S REPORT **PAGE 3**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
CREATE CIP GG 24-25 FOR CITY FACILITIES FENCING IMPROVEMENTS,
AWARD CONSTRUCTION CONTRACT TO ALL STEEL FENCE, INC., AND
APPROVE BUDGET AMENDMENT

FISCAL IMPACT:

The cost for the proposed construction contract with All Steel is for \$164,253, plus a 15% contingency in the amount of \$24,638 for a total cost not to exceed \$188,892. Sufficient funds were allocated in the approved FY 23/24 Adopted Budget for CIP PK 22-09 however; CIP GG 22-24 City Facilities Fencing Improvements budget is insufficient to cover the associated costs.

Therefore, staff requests City Council approve a \$31,434 subsidy from General Fund (1010) to the Storm Drain City Zone 1 (2510) to fund the construction at Easy Court Storm Pump Station due to insufficient funds in that account.

Staff also requests City Council approve the following budget amendments, as detailed below, transferring funds to the CIP Project fund (3010);

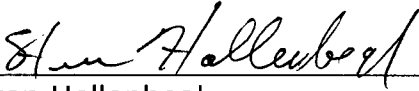
<u>Increase Transfer Out</u>		
6060-9900-990-9010		\$66,046
 <u>Increase Transfer Out</u>		
1010-9900-990-9010		 \$31,434
 <u>Increase Transfer Out</u>		
6110-9900-990-9010		 \$48,731
 <u>Increase Transfer In</u>		
3010-9900-393-0000	GG 24-25	 \$146,211
 <u>Increase Appropriation</u>		
3010-8000-420-1200	GG 24-25	 \$146,211

ATTACHMENTS:

- A. Resolution to Create CIP GG 24-25 for City Facilities Fencing Improvements, Award a Construction Contract to All Steel Fence, Inc., and Approve Related Budget Amendment
- B. Construction Contract with All Steel Fence, Inc. for CIP GG 24-25 for City Facilities Fencing Improvements

CITY MANAGER'S REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
CREATE CIP GG 24-25 FOR CITY FACILITIES FENCING IMPROVEMENTS,
AWARD CONSTRUCTION CONTRACT TO ALL STEEL FENCE, INC., AND
APPROVE BUDGET AMENDMENT

APPROVALS:



Steven Hollenbeak
Assistant Engineer

7.27.23
Date



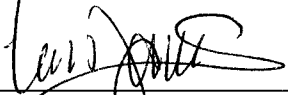
Ken Reed
Senior Construction Manager

7-28-23
Date



Brad Taylor
City Engineer

7/31/2023
Date



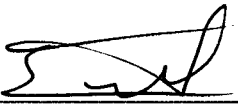
Cari James
Director of Finance

7/31/2023
Date



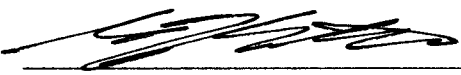
Michael King
Assistant City Manager

7.27.2023
Date



Salvador Navarrete
City Attorney

7.27.2023
Date



Stephen J. Salvatore
City Manager

8.3.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP GG 24-25, CITY FACILITIES FENCING IMPROVEMENTS AND AWARD A CONSTRUCTION CONTRACT TO ALL STEEL FENCING, INC., AND APPROVE BUDGET AMENDMENT

WHEREAS, the Harlan Road and Mossdale wastewater pump stations, Easy Court stormwater pump station and Thomsen Park are enclosed with chain link fencing that provides minimum protection to theft and vandalism; and

WHEREAS, to replace the existing fencing at these locations, staff is proposing to create Capital Improvement Project (CIP) GG 24-25 for City Facilities Fencing Improvements (Project); and

WHEREAS, improvements to Thomsen Park, for CIP PK 22-09 will include a sally port entry and concrete slabs to facilitate the entrance of visitors with dogs while maintaining ADA compliance. These modifications will help convert Thomsen Park into a dog park; and

WHEREAS, on June 19, 2023, staff designed and solicited bids for the construction of fencing improvements at all four sites (Project) in accordance with Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30 a total of three (3) bids were received and opened by Public Works on July 18, 2023; and

WHEREAS, based on the review and evaluation of the bids, the lowest responsive and responsible bidder for the Project was determined to be All Steel Fence, Inc., (All Steel) with a bid of \$164,254; and

WHEREAS, staff is requesting City Council approve the creation of the Project and award a construction contract to All Steel for \$164,253, plus a 15% contingency in the amount of \$24,638 for a total cost not to exceed \$188,892; and

WHEREAS, sufficient funds were allocated in the approved FY 23/24 Adopted Budget for CIP PK 22-09, Thomsen Park improvements; and

WHEREAS, sufficient funds weren't allocated in the approved FY 23/24 Adopted Budget for CIP GG 24-25, City Facilities Fencing Improvements; and

WHEREAS, therefore, staff also requests City Council approve the following budget amendments, as detailed below, transferring funds to the CIP Project Fund (3010), including a \$31,434 subsidy from the General Fund (1010) to the Storm Drain City Zone 1 (Fund 2510);

<u>Increase Transfer Out</u>	
6060-9900-990-9010	\$66,046

<u>Increase Transfer Out</u> 1010-9900-990-9010		\$31,434
<u>Increase Transfer Out</u> 6110-9900-990-9010		\$48,731
<u>Increase Transfer In</u> 3010-9900-393-0000	GG 24-25	\$146,211
<u>Increase Appropriation</u> 3010-8000-420-1200	GG 24-25	\$146,211

NOW, THEREFORE, BE IT RESOLVED, City Council of the City of Lathrop hereby approves the creation of CIP GG 24-25, City Facilities Fencing Improvements; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop also approves a budget amendment as detailed above, including a subsidy of \$31,434 from the General Fund (1010) to the Storm Drain City Zone 1 (Fund 2510); and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to All Steel Fence, Inc. in the amount of \$164,254 for the Project; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 15% construction contingency of \$24,638 for a total cost not to exceed \$188,892 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 14th day of August, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

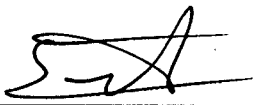
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONTRACT

This Contract, dated **August 14, 2023** is entered into by and between the City of Lathrop, a municipal corporation of the State of California (City), and **All Steel Fence, 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 **CITY FACILITIES FENCING IMPROVEMENTS, CIP GG 24-25** (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 demolition and offhaul of existing steel and chainlink fencing, provision of materials for and the construction of a concrete vehicle barrier wall and tubular steel fencing at four (4) City-owned within Lathrop city limits and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 40 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: \$164,254 (One Hundred Sixty Four Thousand Two Hundred Fifty 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 All Steel Fence, Inc. on July 18, 2023.

For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused

by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.

8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.
9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) **Contractor and Subcontractor Compliance.** Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) **No Subcontractor Performance of Work Without DIR Registration.** No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) **Contractor Obligation to Verify Subcontractor DIR Registration Status.** An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements.

The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.

- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor 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 the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.
- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a

manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.

- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

The responsibility for compliance with this Article shall rest upon Contractor.

- 10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under Section 00700 - 5.1A.
- 11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by

the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;

- (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
 - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
 13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
 14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.

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

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____

Phone: _____

Fax: _____

ATTN: _____

16. Miscellaneous

- (1) **Bailee Disclaimer.** The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) **Consent.** Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) **Controlling Law.** The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) **Definitions.** The definitions and terms are as defined in these specifications.

- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day

observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.

- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.

- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

**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

(END OF SECTION)

SECTION 00300

**2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

BID PROPOSAL FORMS

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: Public Works Department

FOR: 2023 UTILITY AND PARK FENCING IMPROVEMENTS

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 work contemplated by the Base Bid plus Bid Alternate 1, or none of the work.

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SECTION 00300

2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

2023 UTILITY AND PARK FENCING IMPROVEMENTS

BASE BID SCHEDULE

BID ITEM	SITE	DESC	QUANT	U/M	UNIT PRICE	ITEM PRICE
1		BONDS / MOBILIZATION	1	LS	\$12,659.34	\$12,659.34
2	HARLAN ROAD	DEMOLITION / OFFHAUL	1	LS	\$5,100.00	\$5,100.00
3		TEMPORARY FENCING	1	LS	\$4,770.00	\$4,770.00
4		8' HEIGHT STEEL FENCING	165	LF	\$128.30	\$21,169.50
5		5' HEIGHT STEEL FENCING	80	LF	\$108.50	\$8,680.00
6		8' HEIGHT SLIDING GATE @ 20' LENGTH WITH 40' STEEL V TRACK AND CONCRETE FOOTING	1	LS	\$14,546.97	\$14,546.97
7		THOMSEN PARK	DEMOLITION / OFFHAUL	1	LS	\$700.00	$700.00
8	TEMPORARY FENCING		1	LS	\$400.00	\$400.00
9	6' HEIGHT STEEL FENCING		12	LF	\$404.15	\$4,849.80
10	6' HEIGHT PED SWING GATE @ 3' WIDE		2	EA	\$3,150.00	\$6,300.00
11	PLACE CONCRETE SLABS @ 6" THICK		120	SF	\$180.84	\$21,700.80

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SECTION 00300

**2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCAA INFORMAL BID SOLICITATION**

BID PROPOSAL FORMS

12	EASY COURT	DEMOLITION / OFFHAUL	1	LS	\$2,050.00	\$2,050.00
13		TEMPORARY FENCING	1	LS	\$918.00	\$918.00
14		8' HEIGHT STEEL FENCING	34	LF	\$180.89	\$6,150.26
15		8' HEIGHT SLIDING GATE @17' LENGTH WITH 34' STEEL V TRACK AND CONCRETE FOOTING	1	LS	\$15,050.00	\$15,050.00
16	RIVER ISLANDS PARKWAY	DEMOLITION/OFFHAUL	1	LS	\$3,650.00	\$3,650.00
17		TEMPORARY FENCING	1	LS	\$2,376.00	\$2,376.00
18		8' HEIGHT STEEL FENCING	110	LF	\$115.91	\$12,750.10
19		8' HEIGHT SLIDING GATE @22' LENGTH WITH 44' STEEL V TRACK AND CONCRETE FOOTING	1	LS	\$17,353.00	\$17,353.00
20		8' HEIGHT SWING GATE	1	EA	\$3,080.00	\$3,080.00

TOTAL BASE BID: \$ \$164,253.77

TOTAL BID IN WORDS: One hundred sixty four thousand two hundred fifty three and 77/100

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ATTACHMENT A

REVISED BID ALTERNATE 1

BID ITEM	SITE	DESC	QUANT	U/M	UNIT PRICE	ITEM PRICE
1	HARLAN ROAD	EXCAVATE BARRIER WALL FOOTING	4	CY	\$1,406.25	\$5,625.00
2		PIER HOLES @ 18" DIA. / 3' DEPTH	10	EA	\$380.00	\$3,800.00
3		CONCRETE VEHICLE BARRIER WALL WITH STEEL POST MOUNTS	1	LS	\$50,750.00	\$50,750.00

TOTAL BID ALT 1: \$ \$60,175.00

TOTAL BID ALT 1 IN WORDS: Sixty thousand one hundred seventy five and 00/100

SECTION 00300

2023 UTILITY AND PARK FENCING IMPROVEMENTS
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:

All Steel Fence, Inc

146 Klo Road, Lathrop, CA 95330

- (2) Bidder's telephone number: (209) 983-8409

- (3) Bidder's fax number: (209) 982-4325

- (4) Bidder's Contractor's License (Class): C-13 & C-61/D28

License No.: 710512

Expires: 8/31/2025

- (5) Person who inspected site of proposed work for Contractor's firm:

Name: Tom Cornell, III

Date of Inspection: 7/14/2023

- (6) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
POLICE STATION FENCE CIP GG 19-08	\$27,970.00	CITY OF LATHROP - 209.941.7430 390 Towne Centre Drive, Lathrop CA 95330
Corporation Yard Improvements CIP GG 21-13 Property & Evidence Building	\$180,449.00	DL Falk Construction (General) for -CITY OF LATHROP - 209.941.7430 390 Towne Centre Drive, Lathrop CA 95330
104104 - Kraft-Heinz Lathrop	385,798.37	Clayco (General) Kraft-Heinz 980 Louise Ave., Lathrop, CA (800) 255-5750
Google MFA AOA Fence Relocation	\$909,991.51	Clayco (General) Google MFA 949.355.3948 934 Macon Road (Moffett Field) Mountain View, CA 94035
Niagara Water - STK3 - Process Upfit Project	\$681,958.40	The Haskell Company (General Contractor)(919) 491-6106 Niagara Water Stockton

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SECTION 00300

**2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCAA 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. Base Bid - Item #11 (Place Concrete Slabs) Alternate 1 - Bid Item #1 (Excavate Barrier Wall Footing) Alternate 1 - Bid Item #3 (Concrete Vehicle Barrier Wall)	#818693 DIR# 1000002655	27%	Sinclair General Engineering Construction, Inc. P.O. Box 1453 Oakdale, CA 95361
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

SECTION 00300

2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

ADDENDA

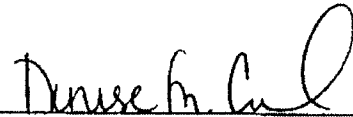
Bidder acknowledges receipt of the following addendum (addenda):

#1 _____ #2 _____

Respectfully submitted,

7/18/2023
Dated

All Steel Fence, Inc.
Legal Name of Firm



Signature of Authorized Representative
Denise M. Cornell, Corporate Secretary
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

California

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Tom Cornell, III (President & Manager)

Denise M. Cornell (Corporate Secretary & Treasure)

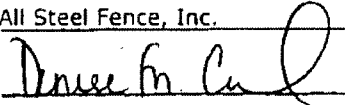
SECTION 00300

2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day
of July, 2023.

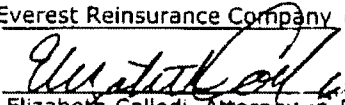
All Steel Fence, Inc. (Seal)

 (Seal)

Address: P.O. Box 1309

Lathrop, CA 95330

Everest Reinsurance Company (Seal)

 (Seal)

Elizabeth Colodi, Attorney-in-Fact

Address: 100 Everest Way, Warren Corporate Center

Warren, NJ 07059

NOTE: Signatures of those executing for the surety must be properly acknowledged.

00300-9

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 Butte)

On July 14, 2023 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(~~e~~) whose name(~~e~~) 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(~~e~~) or the entity upon behalf of which the person(~~e~~) 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 *Sara Walliser* (Seal)





POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS That Everest Reinsurance Company, a corporation of the State of Delaware (Company) having its principal office located at 100 Everest Way Warren, New Jersey 07059 do hereby nominate constitute and appoint

Elizabeth Colodi, John Hopkins, John J. Weber, Joseph H. Weber, Renee Ramsey, Sara Walliser, Mindy Whitehouse, Jennifer Lakmann, Deanna Quintero, Bill Rapp, Jason March, Matthew Foster, Tony Clark, Kristie Phillips, Claudine Gordon, Michael K. Feeney, Samantha Watkins, Phil Watkins, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Sharon Smith

its true and lawful Attorney(s)-in-fact to make execute attest seal and deliver for and on its behalf as surety and as its act and deed where required any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation

Such bonds and undertakings when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make execute seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company

RESOLVED, FURTHER that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be and that each of them is hereby authorized to attest the execution of any such power of attorney and to attach thereto the corporate seal of the Company

RESOLVED, FURTHER that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 15th day of February 2023



Everest Reinsurance Company

[Signature of Anthony Romano]

By Anthony Romano, Senior Vice President

On this 15th day of February 2023, before me personally came Anthony Romano known to me who, being duly sworn, did execute the above instrument that he knows the seal of said Company that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto and that he executed said instrument by like order

LINDA ROBINS
Notary Public, State of New York
No. 01R06239738
Qualified in Queens County
Term Expires April 25, 2027

[Signature of Linda Robins]

Linda Robins, Notary Public

I, Nicole Chase, Assistant Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION and that the same are correct transcripts thereof and of the whole of the said originals and that the said Power of Attorney has not been revoked and is now in full force and effect

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this 14th day of July 2023



[Signature of Nicole Chase]

By Nicole Chase, Assistant Secretary

SECTION 00300

2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
)
COUNTY OF SAN JOAQUIN) ss.

DENISE M. CORNELL being first duly sworn, deposes and says that he or she is

CORPORATE SECRETARY OF ALL STEEL FENCE 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.

Denise M. Cornell
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of SAN JOAQUIN

State of CALIFORNIA

Subscribed and sworn to (or affirmed) before me

on this 18TH day of JULY, 2023, by

DENISE M. CORNELL, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Seal 

Signature [Signature]

SECTION 00300

**2023 UTILITY AND PARK FENCING IMPROVEMENTS
CUPCAA 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 **X**

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

00300-11

ITEM 4.21

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN**

RECOMMENDATION: **Adopt a Resolution Approving the Revised River Islands Phase Two Parks and Open Space Master Plan**

CEQA STATUS: **The Proposed Project Falls Within the Scope of the Previously Certified Subsequent Environmental Impact Report (SEIR) (SCH No. 1993112027) for the River Islands at Lathrop Phase Two Project; therefore, No Further Environmental Review is Required in Accordance with the California Environmental Quality Act**

SUMMARY:

The Parks and Recreation Commission approved the revised River Islands Phase Two Parks and Open Space Master Plan at the Parks and Recreation Commission Regular Meeting that was held on August 3, 2023. The Parks and Recreation Commission and City staff recommends the City Council adopt a Resolution to approve the revised River Islands Phase Two Parks and Open Space Master Plan to be aligned with the recent changes to Vesting Tentative Map No. VTM 6716. The Woodlands East District was recently modified which rearranged the street layout, lot configurations, and location and size of neighborhood parks N5 and N7, which increased the total Neighborhood Park acreage by 5 acres.

BACKGROUND:

The Parks Master Plan for River Islands is intended to provide a network of master planned parks and open spaces throughout the River Islands development. The park locations along the river provide opportunities to experience the river in multiple ways. Open spaces are woven throughout at varying scales in order to support an assortment of passive and active recreation. Several types of sports fields are included as well as ample opportunities to enjoy nature and the water's edge. Pedestrian and bicycle circulation is designed to enable residents to move safely throughout the community. Varying classes of bicycle paths are integrated and promote easy access to open space and extended cycling or running.

In June of 2021, the City approved the River Islands Phase Two Parks & Open Space Master Plan for the River Islands Modified Phase Two Project. A total of 230.29 acres in the River Islands Modified Phase Two area are devoted to a variety of parks.

The parks, in and around the developed areas, include Neighborhood Parks, Community Parks, Linear Parks (trails), and Pocket Parks. There are also over 272 acres of other open space areas, including levees, drainage swales and protected wetlands.

In May of 2022, the City of Lathrop’s Community Development Director approved a Substantial Conformance request from River Islands for the Woodlands East District. The application for Substantial Conformance with VTM 6716 was submitted to include various modifications to the road alignments, lot size, and for the two Neighborhood Parks N5 and N7 to be increased in acreage from 5.39 to 7.8 and 5.12 to 5.4, respectively. This modification increased the total Neighborhood Park acreage of the development by 5 acres and also increased the size of lake L14. Substantial Conformance findings are required to be made pursuant to Condition of Approval #36 of VTM 6716 when modifications are made to the Vesting Tentative Map. The proposed revised Parks Master Plan will account for the increase in neighborhood park acreages.

Additionally, pursuant to Condition of Approval #118 of VTM 6716, the Phase Two Parks and Open Space Master Plan needs to be consistent with the Quimby Act for required park acreage. Pursuant to the Quimby Act, the project is required to provide approximately 161 acres of neighborhood and community parks. The revised Phase Two Parks and Open Space Master Plan shows compliance with the Quimby Act by providing approximately 167 acres of parkland total.

CEQA REVIEW

Environmental review for the River Islands project as a whole was completed in the certified Subsequent Environmental Impact Report (SEIR) for the River Islands at Lathrop Phase Two Project (State Clearinghouse No. 1993112027). The SEIR considered the full range of potential environmental effects of urban development of the entire River Islands Project, including planned parks and open space for the Project.

The project would not produce any new significant environmental impacts, and no new mitigation measures are required. The SEIR specified the mitigation measures needed to reduce potentially significant environmental effects of the River Islands project to a less than significant level. The project is required to conform to these mitigation measures.

RECOMMENDATION:

Adopt a Resolution Approving the Revised River Islands Phase Two Parks and Open Space Master Plan.

CITY MANAGER REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN

PAGE 3

FISCAL IMPACT:

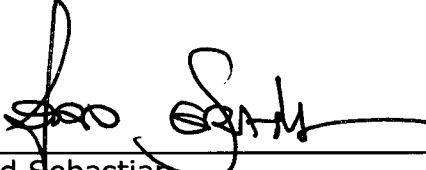
No fiscal impact.

ATTACHMENTS:

- A. A Resolution of the City Council of the City of Lathrop Approving the Revised River Islands Phase Two Parks and Open Space Master Plan
- B. Parks and Recreation Commission Recommendation for City Council to Approve the River Islands Phase Two Parks and Open Space Master Plan
- C. River Islands Phase Two Parks and Open Space Master Plan
- D. Findings of Substantial Conformance with Vesting Tentative Map 6716 dated May 5, 2022

CITY MANAGER REPORT
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER
PLAN

APPROVALS:




Todd Sebastian
Parks, Recreation, and Maintenance Services Director

7.28.23
Date



Rick Caguiat
Community Development Director

7/28/23
Date



Cari James
Finance Director

7/31/23
Date



Salvador Navarrete
City Attorney

7.27.2023
Date



Stephen J. Salvatore
City Manager

8-2-23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN

WHEREAS, the Parks and Open Space Master Plan for River Islands is intended to provide a network of master planned parks and open spaces throughout the River Islands development; and

WHEREAS, the request is to amend the River Islands Phase Two Parks Master Plan to be aligned with recent changes to Vesting Tentative Map No. VTM 6716; and

WHEREAS, Neighborhood Parks N5 and N7 increased in acreage from 5.39 to 7.8 and 5.12 to 5.4, respectively; and

WHEREAS, various parks located along Paradise Cut, Old River and San Joaquin River provides residents the opportunities to experience the river in multiple ways; and

WHEREAS, the open spaces are woven throughout at varying scales in order to support an assortment of passive and active recreation; and

WHEREAS, several types of sports fields are included as well as ample opportunities to enjoy nature and the water's edge; and

WHEREAS, pedestrian and bicycle circulation is designed to enable residents to move safely throughout the community; and

WHEREAS, varying classes of bicycle paths are integrated and promote easy access to open space and extended cycling or running; and

WHEREAS, community and neighborhood park acreages for Phase Two were used to calculate and meet the State's minimum parkland dedication requirements; and

WHEREAS, neighborhood parks must be provided at a rate of 2 acres per 1,000 population and Community Parks at 3 acres per 1,000 population; and

WHEREAS, Environmental review for the River Islands project as a whole was completed in the certified Subsequent Environmental Impact Report (SEIR) for the River Islands at Lathrop Phase Two Project (State Clearinghouse No. 1993112027). The SEIR considered the full range of potential environmental effects of urban development of the entire River Islands Project, including planned parks and open space for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve the Revised River Islands Phase Two Parks and Open Space Master Plan.

The foregoing resolution was passed and adopted this 14th day of August 2023, 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

**CITY OF LATHROP
PARKS AND RECREATION COMMISSION REGULAR MEETING
THURSDAY, AUGUST 3, 2023, 6:00P.M.
COUNCIL CHAMBERS, CITY HALL
390 TOWNE CENTRE DRIVE
LATHROP, CALIFORNIA 95330**

MINUTES

1. PRELIMINARY

- 1.1 CALL TO ORDER – Parks and Recreation Commissioner Chair Zien called the meeting to order at 6:06 p.m.
- 1.2 ROLL CALL Present: Chair Zien, Vice-Chair Hopping, Commissioners Smith, Datoc, Sandhu
- 1.3 PLEDGE OF ALLEGIANCE – Chair Zien led the Pledge of Allegiance
- 1.4 ANNOUNCEMENT(S) BY CHAIR OR DIRECTOR - None

2. PRESENTATIONS

2.1 PARKS, RECREATION AND MAINTENANCE SERVICES UPDATE

Parks, Recreation and Maintenance Services Director Todd Sebastian reported the following update:

- *Recreation Special Events Update*
Gave an overview on recent past events including the “Lathrop Birthday Celebration”, “Movies in the Park”, and “Concerts in the Park” which all saw an increase in attendance. Stanford Crossing and the Lathrop Food Plaza were partners for the “Lathrop Birthday Celebration”. Under counter organic waste bins were handed out during the event to all attendees. Upcoming Special Events include “Family Fun Night” on August 11th, “Touch a Truck” on September 9th, “Comedy Under the Stars” on September 15th and “Trunk or Treat” on October 21st.
- *Recreation Programs Update*
Gave an overview on past and upcoming recreation programs. Camp Lathrop and Future Leaders Summer Camp is ending this week and both programs were full. There is a teen Welcome Back Party at the Generations Center on August 18th. The popular Senior Summer Camp is returning on August 9th where seniors will have an afternoon full of games, songs, water play and more. The 2023 Resource Fair will take place on September 26th with 30-35 vendors that can provide resources to the senior

community. Sports is wrapping up the Junior Giants program this weekend with over 300 participants. NFL Flag Football is accepting registration now for ages 5-13. This is a co-ed program.

- *Park Grand Openings*
On Saturday, July 15th there was a tour for three park grand openings: Lions Park, River Park North and Rotary Park. Lions Park is near completion and will be open soon.
- *Parks*
Milestone Manor Park Revitalization project is underway and should be completed later this this fall. The park will be getting a children's play area, BBQ's, picnic tables, a walking bridge, a perimeter fence and more. There was a grant awarded for this project for \$192,620. The City-standard park furniture and signs have arrived and have been installed in several parks. The installation will continue in parks citywide.

3. CITIZEN'S FORUM - None

Persons who wish to speak to the Commission regarding an item that is not on today's agenda may do so at this time. All public comment must be made in compliance with the Lathrop City Council Handbook of Rules & Procedures.

4. CONSENT CALENDAR

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

4.1 APPROVAL OF MINUTES FOR THE PARKS AND RECREATION COMMISSION REGULAR MEETING ON FEBRUARY 2, 2023 AND THE SPECIAL MEETING ON MARCH 23, 2023.

On a motion made by Chair Zien, seconded by Vice-Chair Hopping, the Parks and Recreation Commission accepted the February 2, 2023 Regular Meeting Minutes and the March 23, 2023 Special Meeting Minutes.

Ayes: Zien, Hopping, Smith, Datoc, Sandhu
Noes: None
Absent: None
Abstain: None
Motion Carries: 5-0-0-0

5. SCHEDULED ITEMS

5.1 REVIEW AND RECOMMEND COUNCIL APPROVE THE REVISED RIVER ISLANDS PHASE TWO PARKS AND OPEN SPACE MASTER PLAN

Parks, Recreation and Maintenance Services Director Todd Sebastian introduced Principal Landscape Architect for O'Dell Engineering Chad Kennedy and River Islands, LLC. Representative Ramon Batista. Parks, Recreation and Maintenance Services Director Todd Sebastian gave a presentation regarding the Revised River Islands Phase Two Parks and Open Space Master Plan.

On a motion made by Chair Zien, seconded by Commissioner Sandhu, the Parks and Recreation Commission recommends the approval of the Revised River Islands Phase Two Parks and Open Space Master Plan.

Ayes: Zien, Hopping, Smith, Datoc, Sandhu
Noes: None
Absent: None
Abstain: None
Motion Carries: 5-0-0-0

5.2 REVIEW AND RECOMMEND COUNCIL APPROVAL OF THE LATHROP LIONS CLUB REQUEST FOR A FEE WAIVER

Parks, Recreation and Maintenance Services Director Todd Sebastian presented the Facility Fee Waiver that was submitted by the Lathrop Lions Club for the use of the Valverde Park Picnic Shelter on Saturday, October 21, 2023 for a Breast Cancer Walk. They will be partnering with the Police Officers Association. The total amount of the fee waiver request is \$85.

On a motion made by Chair Zien, seconded by Vice-Chair Hopping, the Parks and Recreation Commission recommends the approval of the Lathrop Lions Club Fee Waiver.

Ayes: Zien, Hopping, Smith, Datoc, Sandhu
Noes: None
Absent: None
Abstain: None
Motion Carries: 5-0-0-0

6. COMMISSION COMMUNICATIONS

Commissioner Smith reported posts he has seen recently on some River Islands Facebook pages about children not having access to water in the parks.

Parks, Recreation and Maintenance Services Director Todd Sebastian reported that the parks do have drinking fountains available for the public to use.

Parks, Recreation and Maintenance Services Director Todd Sebastian asked the Commissioners if they are interested in getting new Commission shirts. Commissioners answered yes. Staff will be sending out examples for the Commissioners to select which style and color they would prefer.

- 7. ADJOURNMENT** – There being no further business, Chair Zien adjourned the meeting at 6:28 p.m.

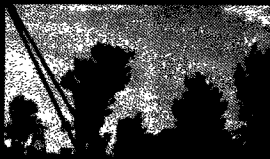
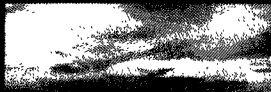
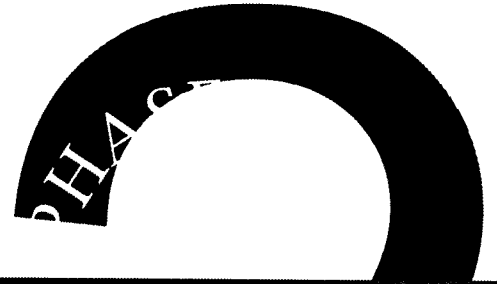
Todd Sebastian

Todd Sebastian

Director – Parks, Recreation & Maintenance Services



RIVER ISLANDS PARKS & OPEN SPACE MASTER PLAN



RIVER ISLANDS

Phase 2 Parks & Open Space

Master Plan

08.02.2023
AMENDMENT

Prepared for:
River Islands at Lathrop
73 W. Stewart Road
Lathrop, California 95330
(209) 879 - 7900

Prepared by:
O'Dell Engineering
1165 Scenic Drive, Suite A
Modesto, CA 95350
(209) 571-1765



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CHAPTER 1

INTRODUCTION



INTRODUCTION

The Parks Master Plan lays out a network of neighborhood and community parks, trails, and paseos for River Islands Phase 2 development. In addition, this Master Plan will continue to highlight the relationship between the community and the surrounding river system by providing opportunities to experience the river in multiple ways. The park system celebrates its location along the rivers and offers a variety of recreational amenities for the community to interact with this amazing natural resource. Locations of parks and open spaces ensure that recreational amenities are accessible to all community members. Pedestrian and bicycle connections are laid out to facilitate safe non-vehicular circulation between the community and park sites.

1.1 PURPOSE OF DOCUMENT

The Phase 2 Parks Master Plan will provide inventory, assessment and recommendations regarding River Islands park and open space network. This master plan builds upon the 2015 Phase 1 Parks and Open Space Master Plan, as well as the Phase 1A-2B Neighborhood Development Plans, and continues to provide a system of valuable community assets and recreational opportunities throughout the development.

1.2 ROLE OF PARKS AND OPEN SPACE

Parks and open spaces are invaluable parts of a vibrant community. Studies continue to demonstrate the benefits of public parks for individual and community health. An investment in expanding parks and open space amenities can ensure the long-term health of both individuals and the community. As a new waterfront master-planned community, River Islands strives to provide residents an idyllic lifestyle through the expansion of recreational and environmental services. Opportunities to foster community and sense of place may be created through recreational programming, and incorporating historical themes throughout the design.

1.3 PARKS MASTER PLAN OVERVIEW

Chapter 1: Introduction

This chapter introduces the purpose of the Master Plan, and reviews the process of preparation of the Parks Master Plan.

Chapter 2: Project Context

This chapter includes a survey of existing parks and open space that were previously laid out in Phase 1 Parks Master Plan and the Neighborhood Development Plan.

Chapter 3: Phase 2 Park System Guidelines

This chapter provides a review of best practices associated with design and construction of future parks and recreational facilities.

Chapter 4: Proposed Parks Master Plan And Parks Concepts

This chapter includes an overview of the Proposed Parks Master Plan, preliminary park design concepts, as well as recommendation of future parks and recreational facilities.



Chapter 2

PROJECT CONTEXT

The content of this section covers existing parks and open space amenities that were laid out in the River Islands Phase 1 Master Parks and Open Space Plan and have either been developed or are in various phases of development.

2.1 CONTEXT

The City of Lathrop is located in the northern half of California’s Central Valley west of the San Joaquin River. It is approximately 70 miles east of San Francisco and within a 30 minute commute of many central valley and East Bay cities (Tracy, Manteca, Stockton, Lodi, Modesto, Livermore, and Pleasanton). The 23-square-mile city is at the intersection of I-5 and SR 120 freeways. It is part of the lowland region with elevations close to sea level and has natural runoff into the adjacent San Joaquin River.

Based on 2019 information from the U.S. Census Bureau, the estimated current population is 24,483. About 45% of the city population is Caucasian, 26% is of Asian descent, and 6.6% are African Americans. Lathrop has a population density of 1,242, people per square mile, with a population growth rate of about 2.8% annually. The median household income is \$82,658 with a poverty rate of 10.9%. Approximately 78.6% of the population age 25 or above have obtained a high school degree or higher.

The City of Lathrop boasts an inventory of approximately 84 acres of parks and open space and 18 park and recreation facilities together comprising a growing, robust parks system. Current recreational amenities range from athletic fields and courts, a skate park, an amphitheater, playgrounds, outdoor fitness equipment, dog parks, and other recreational amenities, such as open space, pedestrian paths, and picnic facilities. The City runs programs out of a Community Center, Generations Center, and Senior Center facilities. The City of Lathrop currently provides recreational programs for youth, adults, and seniors including summer camps, kid’s clubs, exercise classes, sports lessons, craft classes, etc., and hosts many community events throughout the year from weekly Zumba classes to a tree lighting ceremony in December.

2.2 PHASE 1 EXISTING FACILITIES

Condition 116 of Vesting Tentative Map 3694 required a minimum number and size (in acres) of various recreational facilities for the Phase 1 River Islands development. Parks that were designed and built as a part of Phase 1 development include elements required by Condition 116. A list of the require facilities is listed in Table 2.1 for reference.

Other related community scale facilities are planned for inclusion within the phase 1 area.

TABLE 2.1 - PHASE 1 MINIMUM FACILITY REQUIREMENTS-CONDITION 116

DESIGN ELEMENT	POPULATION STANDARD	ACREAGE GUIDELINES
Basketball Courts	1 per 3,750 residents	0.7 acres per court
Tennis Courts	1 per 3,750 residents	0.2 acres per court
Volleyball Courts	1 per 5,000 residents	0.2 acres per court
Baseball Diamonds	1 per 15,000 residents	3.0 acres per field
Lighted Diamonds	1 per 15,000 residents	3.0 acres per field
Softball Diamonds	1 per 2,500 residents	2.3 acres per field
Lighted Diamonds	1 per 15,000 residents	2.3 acres per field
Football Fields	1 per 10,000 residents	1.5 acres per field
Soccer Fields		
Adult	1 per 5,000 residents	2.2 acres per field
Youth	1 per 3,000 residents	1.3 acres per field
Multi-Play Courts	1 per 10,000 residents	0.46 acres per court
Public Swimming Pool	1 per 20,000 residents	1.5 acres per pool

2.3 EXISTING PARKS AND OPEN SPACES

River Islands parks and open space can be classified into several categories that indicate size and amenities provided. The following list is color-coded to indicate the type of park. The same color-coding is used in the following inventory sheets to enable quick identification of park type. As can be seen in the Phase 1 Parks Master Plan, only some of these facilities are intended to satisfy Quimby Act requirements.

Phase one includes approximately 85 acres of Quimby Act qualified parks and open space. As phase 1 is not completely built out to date, these spaces are at various levels of completion and planning. Table 2.2 has been provided to clarify the typology of the open spaces, Quimby Act status, and level of completion. Phase 1 also includes privately maintained and operated facilities that service the needs of the community such as Islander's Field, and Sunset Point/ the Boathouse.

TABLE 2.2 - PHASE 1 PARKS & OPEN SPACE

PHASE 1 PARKS & OPEN SPACE DESIGNATIONS & STATUS			
PARK #	Park Name	Quimby Act Designated	Completion Status
COMMUNITY PARK - (APPROX. 62 ACRES)			
C1	Lathrop Landing Community Park	Yes	Early Planning
C2	Champion Fields Community Park	Yes	Bidding
C3	STEAM Academy Community Park	Yes	Construction
C4	Levee Trail	Yes	
NEIGHBORHOOD PARK - (APPROX. 26 ACRES)			
N1	Michael Vega park	Yes	Completed
N2	Somerston Park	Yes	Completed
N3	Reflections Park	Yes	Completed
N4	Crystal Cove Park	Yes	Completed
N6	Summer House Park	Yes	Completed
N7	Tidewater Park	Yes	Completed
N8	Old River Neighborhood Park	Yes	Construction Document Phase
N9	Nototomne Park	Yes	Construction Document Phase
POCKET PARK - (APPROX. 32 ACRES)			
P1-P49	n/a	No	Varies (planning-completed)
WATER RELATED OPEN SPACE - (APPROX. 9 ACRES)			
W1&W2	n/a	No	Completed
GENERAL OPEN SPACE - (APPROX. 33 ACRES)			
n/a	n/a	No	Varies (planning-completed)



Chapter 3

PHASE 2 PARK SYSTEM GUIDELINES

PHASE 2 PARK SYSTEM GUIDELINES

The following chapter provides a review of parks and recreation guidelines and planning as they pertain to this phase of development at River Islands. This chapter reviews standards and trends in parks and recreation usage, design guidelines, and sustainable practice which will inform a basis of design for the master planning of this park system.

3.1 TRENDS IN PARKS

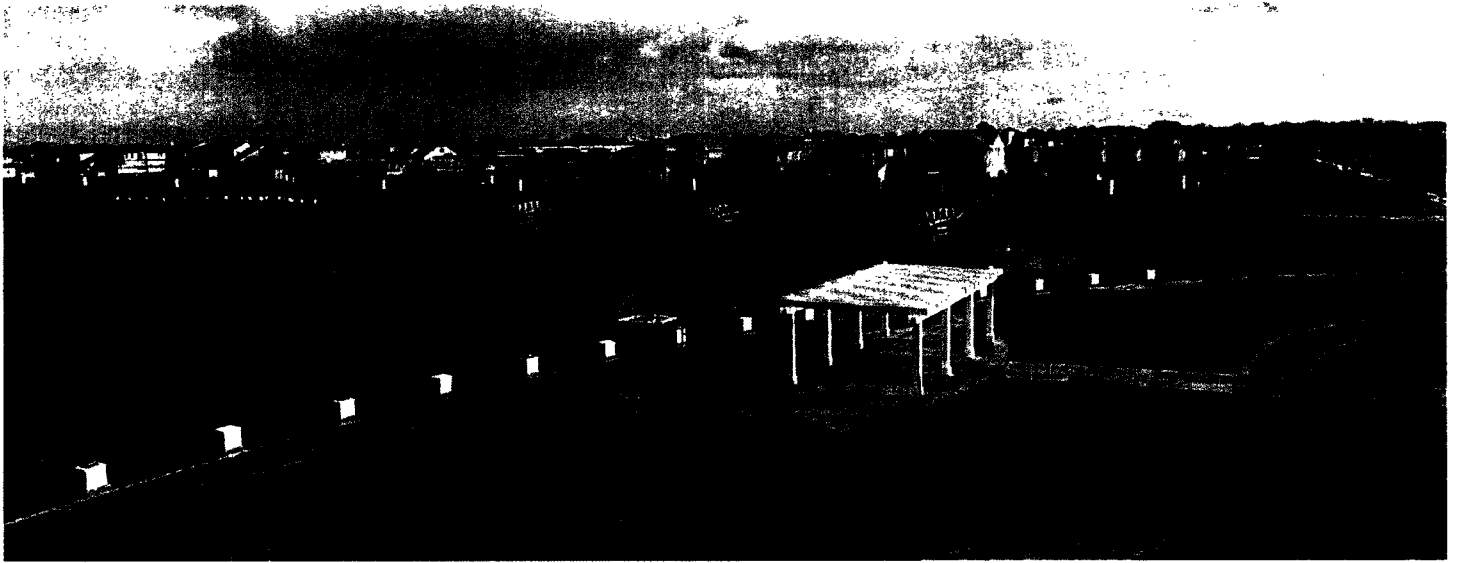
Health Trends

In its “Healthy Parks Healthy People” guide, the National Park Service specifically mentions that connection to local parks will help children “lead healthier, happier, more fulfilled lives” in addition to connecting them to natural resources. Efforts such as these by the National Park Service and others by the State and local entities have made the dialogue surrounding health and parks mainstream. It is now widely acknowledged that increasing exposure to nature and exercise encourages physical and mental health for users of all ages. River Islands enthusiastically integrates this concept into its development by encouraging recreation throughout all aspects of the development. Best practices for parks and recreation development include maximizing opportunities to engage users in creative forms of exercise. The focus must be on engaging the entire community to participate more actively in parks and recreation. Parents and grandparents engaged in active pursuits will likely encourage the same values and habits in children and youth. Communities with varying demographics must feel comfortable using their public parks and recreation system. Existing cultural and hobby-related community groups provide a desire to participate in a number of activities such as little leagues, futbol clubs, etc.

Current trends show an increase in including opportunities for community gardens. The positive impact of gardening is far-reaching and proves to be beneficial for all members in the community. Community gardens support a sense of community pride and build connections amongst neighbors. They provide the opportunity for people of different cultures to share and build upon cultural connections from farming to food.

Level of Service

National Parks and Recreation organizations, including the National Recreation and Park Association, began to scale back from issuing national standards for facilities level of service per population about twenty years ago. Rather it was deemed appropriate that level-of-service standards should be determined by individual municipalities and tailored to the unique needs of each city. Since the 1975 Quimby Act (California Government Code §66477) was passed, cities and counties in the state of California have had the power to establish land dedication ordinances and require that developers contribute in one of several ways to dedicating land for park improvements. Quimby Act standards include dedication of 3-5 acres per 1,000 residents in a given jurisdiction to ensure adequate park land is developed along with housing construction. While five acres does not constitute a maximum allowable park acreage, it does represent in the Quimby Act the maximum park acreage per 1,000 residents that may be required for developers. The City of Lathrop has further defined these acreages by requiring three (3) acres of Community Park per 1,000 residents and two (2) acres of Neighborhood Park per 1,000 residents. Per the City’s General Plan, minimum acreages apply to the sizes of individual community and neighborhood parks. The minimum size for a community park is 15 acres, the minimum size for a neighborhood park is 4 acres.



3.2 PARK DESIGN GUIDELINES

Each park, regardless of size, provides varying unique services to target user groups. The following section categorizes parks by size and summarizes the types of amenities typical of each park typology. For clarity and consistency, these categories reflect those found in the Phase 1 Parks Master Plan and the Neighborhood Development Plan: Community Park, Neighborhood Park, Pocket Park, and Linear Parks. The following typology sections provide an overview of each type of park within the River Islands park and open space system and include typical features which may be appropriate for the separate categories.

Recreation Goals

River Islands echoes the recreational goals of the City of Lathrop by embracing the following:

- Provisions for diverse recreational spaces and opportunities that can support music, dance, arts and crafts, sports, drama, nature study, games, special events, and educational learning activities;
- provisions for opportunities regardless of an individual's age, religion, ethnic background, economic status, sex, or level of abilities;
- opportunities for fostering of leadership skills in the community through safe outdoor environments that allow for social interaction, creative expressions, and community involvement;
- options for year-round engagement in active and passive recreation whether programmed or not;
- and, education of the community on how to recreate in positive and community building ways.

Community Parks

Community parks often incorporate a variety of recreational programming to provide active and passive recreational opportunities for all. Most residents should be able to access a community park within ½ to 1 mile from their home. An ideal Community Park connects residents to outdoor recreation options, fosters public growth and establishes collective identity. Per the City of Lathrop, community parks are primarily intended to serve the needs of organized sports and active recreation.

Community Parks are recommended for development on land greater than fifteen (15) acres; exceptions to this are acceptable but require approval from the City. The service area for Community Parks is measured as ½ mile from the boundaries of the park, approximately 10-20 minute walk for pedestrians.

Typical features include those found in a Neighborhood Park (see Neighborhood Parks description) with the addition of any number of other features. These may include sports fields (lighted and unlighted depending on programming), sport courts, concession stands, restrooms, and amphitheater or performing arts facilities, nature education opportunities, splash pads or other water-play features, dog parks, and fitness courses. The design may also include areas for specialty athletics and recreation. Each design will attempt to provide the highest level of accessibility and safety possible for the benefit of the community and the for the park's continued success.

Unique to River Islands, community park space also includes miles of non-motorized levee trails that circle the development providing safe access to anywhere within the development. These parks are located near schools to maximize recreational space and programming. These open spaces may also include storm water quality features and facilities accessory to the park.

On-site parking facilities are important within community parks to service patron heavy activities that typically occur in these parks. During the design phases of each community park, the necessary number of parking stalls to accommodate users will be identified based on specific park amenities included in the design. The number of parking stalls will vary at each park site.

Neighborhood Parks

Neighborhood parks serve as an extended back yard for local residents and provide both passive and active recreation opportunities. An ideal Neighborhood Park connects residents to outdoor recreation and increases residents' sense of ownership of their own community. Neighborhood parks are generally a minimum of four acres and are recommended for new neighborhoods as amenities that may be accessed within a 5-10 minute walk.

Neighborhood Parks are recommended for development on land greater than four (4) acres. The design of each park will take into

consideration the unique needs and demographics of the neighborhood within which it is placed. Each design will attempt to provide the highest level of accessibility and safety possible for the benefit of the community and the for the park's continued success. Parks should be as centrally located as possible within new developments, and not located along high speed roads.

Neighborhood Parks typically include a mixture of active and passive recreational opportunities and more variety of amenities than pocket parks. Playground structures, fitness equipment, and shaded benches and / or table are typical. BBQ facilities may be appropriate, and provision of waste stations (trash, recycling, and dog waste) will help support maintaining a clean neighborhood. Fenced dog parks located within neighborhood parks are designed to serve communities within the immediate neighborhood vicinity. The dog parks should be strategically located near levee access points to encourage pedestrian use between parks and levee trail. Open lawn areas large enough to provide spaces for youth team sport practices are encouraged. Sports courts are also appropriate and maybe include bocce, horseshoes, volleyball, basketball, or multi-sport courts.

Pocket Parks

Pocket Parks are geared toward serving residents within the immediate adjacent neighborhood. The standard measurement to determine park service coverage is measured as a quarter-mile radius from the park border, which is roughly a 5-10 minute walk. The park design should consider the unique needs and the demographics within its service radius. Each design should attempt to provide the highest level of accessibility and safety possible for the benefit of the community and for the parks continued success. Parks will be as centrally located as possible within new developments, and not located along high speed roads.

Pocket parks typically include a mixture of active and passive recreational opportunities. These are essentially extended “backyards” of the neighborhood and so provide play opportunities as well as social space for residents. Typical features include, fitness equipment, shaded benches, and tables. BBQ facilities may be appropriate, and provision of waste stations (trash, recycling, and dog waste) will help support maintaining a clean neighborhood amenity. Pocket Parks may also support community garden initiatives. Pocket parks do not qualify for Quimby Act credit.

Linear Parks

Linear parks can be designed for multiple functions and purposes. They may function to connect park spaces with safe non-motorized paths that can be used by individuals and families to navigate the network of trails and parks while avoiding automobile traffic. They may be a combined vehicle and pedestrian parkway, they may even act as a buffer between residential and commercial areas, or combine storm water conveyance infrastructure with non-motorized trails. In general, these trails also encourage pedestrian movement throughout the community while improving visibility and increasing observant “eyes” on the community.

Linear parks typically include a mixture of active and passive recreational opportunities, but with less amenities than neighborhood parks. Typical features include fitness equipment, benches, and tables. Linear parks do not qualify for Quimby Act credit.

3.3 SUSTAINABILITY

There is a common misconception that sustainable building alternatives are inherently more expensive than traditional planning and building practices. In a 2009 survey by the National Recreation and Park Association, Parks and Recreation leaders noted concerns about keeping up with funding environmental improvements while struggling with budget cuts and reductions in water supply. Fortunately, water-saving technology and practices have improved such that conforming with state-mandated water usage restrictions is now widely achievable across even the most arid parts of California. Integration of modern irrigation equipment and selection of low-water using plant material will save funds on irrigation water for its parks as well as demonstrate to residents the accessibility of low water using landscapes.



Sustainability practices are being incorporated into all River Islands parks development. Best practice guidelines outlining the potential strategies that should be included are listed below.

- Implement Low Impact Development (LID) stormwater management technology into designs. Vegetated swales capture all water on site and clean it prior to discharging it into the many lakes within the community. The lake water is then used to irrigate the many public open spaces.
- Install hardy, native and adapted plant varieties, avoiding invasive or water-intensive plant varieties.
- Recycled water is being used with all irrigation systems to the maximum extent feasible.
- Central control irrigation system controllers utilizing weather-based sensors, flow sensors, master valves, and point source irrigation help to minimize over-watering and avoid catastrophic losses of water due to breaks and vandalism.
- Consider incorporating community gardens to foster community ownership of park space and educate the public about food security.

3.4 SAFETY AND SECURITY

The most important aspect of monitoring and providing safe parks and open space is maintaining an existing partnership with municipal law enforcement. Law enforcement agencies provide “boots on the ground” throughout parks and open space assets, and are therefore uniquely able to advise on the unique needs and proven methods for various locations. Parks will be designed with security in mind. Similarly, surveillance cameras located in particularly problematic areas may be the best option for certain locations. A variety of wireless, cloud-based security camera technology is currently available to streamline installation and monitoring of the equipment. Local law enforcement feedback will be central to any decisions related to security at public parks.



The most widely recognized set of best practice standards relating to safety in parks are Crime Prevention Through Environmental Design (CPTED) principles include:

Natural Surveillance

The overall goal of CPTED is the idea that a person will be less likely to commit a crime if there is risk of being seen. This principle encourages “see and be seen” quality in public spaces.

- New parks will, when feasible be designed such that there are buildings or roads fronting all sides of the park for maximum surveillance.
- Where feasible homes and businesses should face toward the park.
- Design and maintain safe pedestrian routes to the park and clear lines of sight from these routes into major activity zones within the park.
- Encourage neighbors to keep an eye on the park by keeping nighttime lighting pleasant and non-obtrusive and by enforcing hours or park usage to avoid nuisances that could cause neighbors to close doors and windows facing the park.
- Where feasible use pleasant, dimmer lighting rather than bright, blinding lighting to avoid creating the excessively dark areas that form just outside the reach of the bright lights.
- Security cameras may be installed on a case-by-case basis as deterrent to crime and vandalism.
- Where feasible, use of motion sensor lighting to alert others when movement in the park is registered.



This CPTED principle encourages use of creative access control using pathway alignment, landscape / topographic features, signage or other features to direct the flow of user traffic, rather than traditional but intimidating mechanisms such as fences and wire.

- Avoid using control mechanisms such as barbed wire fences. This aesthetic supports the perception that the facility is dangerous.
- A combination of eyes-on-the-park, sufficient lighting and patrolling, and other measures may be used where possible.
- Incorporate clear, bilingual signage at the major pedestrian entrance(s) to the park. This signage may include information about park hours, maintenance / littering, and emergency contact information.
- Avoid landscape features that create blind spots and prevent adequate surveillance.
- Select plant materials to groundcover height (less than 2') and maintain tree canopies to a minimum of 6' above ground level. Keeping the 2'-6' visual range open will increase surveillance capabilities and reduce perceptions of possible criminal activity areas.

Territorial Reinforcement

Use of visual cues, such as consistent types of pavement, plant materials, or signage to encourage specific usage of park space and to delineate public / private divisions is an important part of CPTED. In the case of public parks, this territorial reinforcement will:

- Encourage community ownership of and presence at parks.
- Use varied plant materials to encourage activity in some areas and to discourage unwanted activities.
- Support the formation of community service group adoption and maintenance programs.

Maintenance

Maintenance is of high importance of CPTED safety guidelines. Consider the “broken window” theory, which is the theory that poorly maintained properties will breed criminal activity. Well-maintained places indicate that there is regular human presence which monitors the site and that the community cares about that park, which can deter criminals and deviants from that space. River Islands is dedicated to consistent maintenance practices:

- Dedicated maintenance staff to low-hanging maintenance needs, including regular clean-up of litter and graffiti.
- Adequate staff and funding to maintain and prune trees and shrubs. This is important in order to keep the trees healthy and make the parks safer and cleaner without excess dead landscape material.
- Scheduled periodic repairs of site amenities such as benches, tables, playground equipment, barbeque's and garbage receptacles.
- Scheduled regular maintenance of ball field surfaces where the field is “closed” to repair and replace turf / clay as needed.
- Regular interaction with City staff who interact with scheduled user groups. Coordinate with City Staff as well.
- Staffing of enough maintenance personnel to visit each park on a regular rotation.
- Determined maintenance schedules based upon regular review of park needs with maintenance staff.
- Outcome-based maintenance standards for landscape maintenance. Outcome-based standards emphasize “expected end result” maintenance standards.

3.5 NON-MOTORIZED CIRCULATION

Safe pedestrian and bicyclist connections, linking parks, open spaces, and schools throughout the community is a priority. To this end, a complex non-motorized circulation system has been developed to accomplish this goal. The circulation typology (as reflected in Figure 4.5 - Phase 2 Circulation Map) consists of elevated (levee) trails, classes 1, 2 & 3 bicycle lanes, pedestrian trails, and pedestrian connections. Also included as Figure 4.6 (Phase 2 Safe Routes To Schools) is a highlight of the routes which may be used by children to walk or bike to school safely. These typology designations are described below.

Elevated (Levee) Trails

Phase 2 elevated trails are designed to encircle the development following the levees that protect the development from flood events. They are designed for pedestrians, bicyclists, and equestrian riders. They are also designed for maximum safety by avoiding conflicts with automobile traffic. The trail cross section is 40' wide, with 30' designed for recreational use. The 30' is intended to include a 12' wide paved path with a class II aggregate base shoulder on one side, a class II equestrian trail on the other side (per California State Parks Trail Handbook, and an aggregate base shoulder for other trail amenities. See Section 3.6 for more detailed trail information. Within the 30' recreational use space other trail related amenities will be included to enhance the value of the trail system. Those amenities may include features such as: exercise stations at strategic access locations, scenic overlooks, kiosk stations, interpretive / education signage about the river and surrounding habitat, benches / tables for resting, bike racks at rest locations, mile markers, directional signage, etc.

Class I Bike Path

Class I paths are paved rights-of-way completely separated from streets. Bike paths will have a limited number of cross streets and driveways. These paths are typically shared with pedestrians and often called mixed-use paths. The Highway Design Manual (HDM) standards define these paths as 8'-10' wide paths with 2' aggregate base shoulders on either side.

Class II Bike Lane

Class II lanes are on-street facilities designated for bicyclists using stripes and stencils. Bike lanes may include buffer striping to provide greater separation between bicyclists and parked or moving vehicles. Bike lanes are the preferred treatment for all arterial and collector streets on the bikeway network, and not typically installed on low-volume, low-speed residential streets. The HDM standards define these paths as minimum 4'-6' wide paths.

Class III Bike Route

Class III routes are streets designated for bicycle travel and shared with motor vehicles. While the only required treatment is signage, streets are designated as bike routes because they are suitable for sharing with motor vehicles and provide better connectivity than other streets. The HDM notes that minimum widths for Class III bikeways are represented, in the minimum standards for highway lanes and shoulders.

Pedestrian Trails

Pedestrian trails are designated walkways for travel by pedestrian and are not wide enough for traversing with bicycles. These paths vary in width, but are never narrower than 4' wide.

Pedestrian Connections

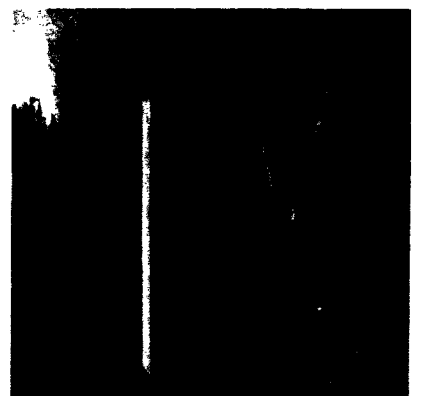
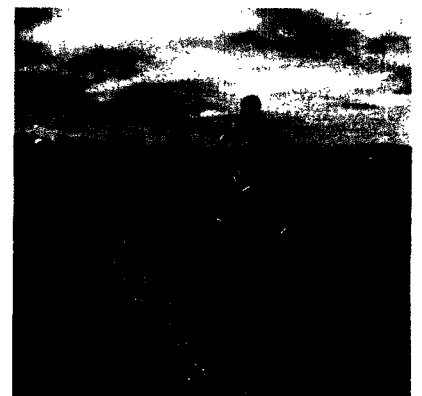
Pedestrian connections are designated walkways for travel by pedestrian and typically connect two other circulation path designations. These paths vary in width, but are never narrower than 4' wide.

3.6 ELEVATED LEVEE TRAILS

The River Islands Community has a unique recreational opportunity as it is surrounded with a 200 yr. flood levee that not only protects the community, but also affords the residents a trail system loop longer than most City-wide trail systems. The following paragraphs describe this nearly 18 mile trail system in detail with supporting figures for clarity.

Trail Design

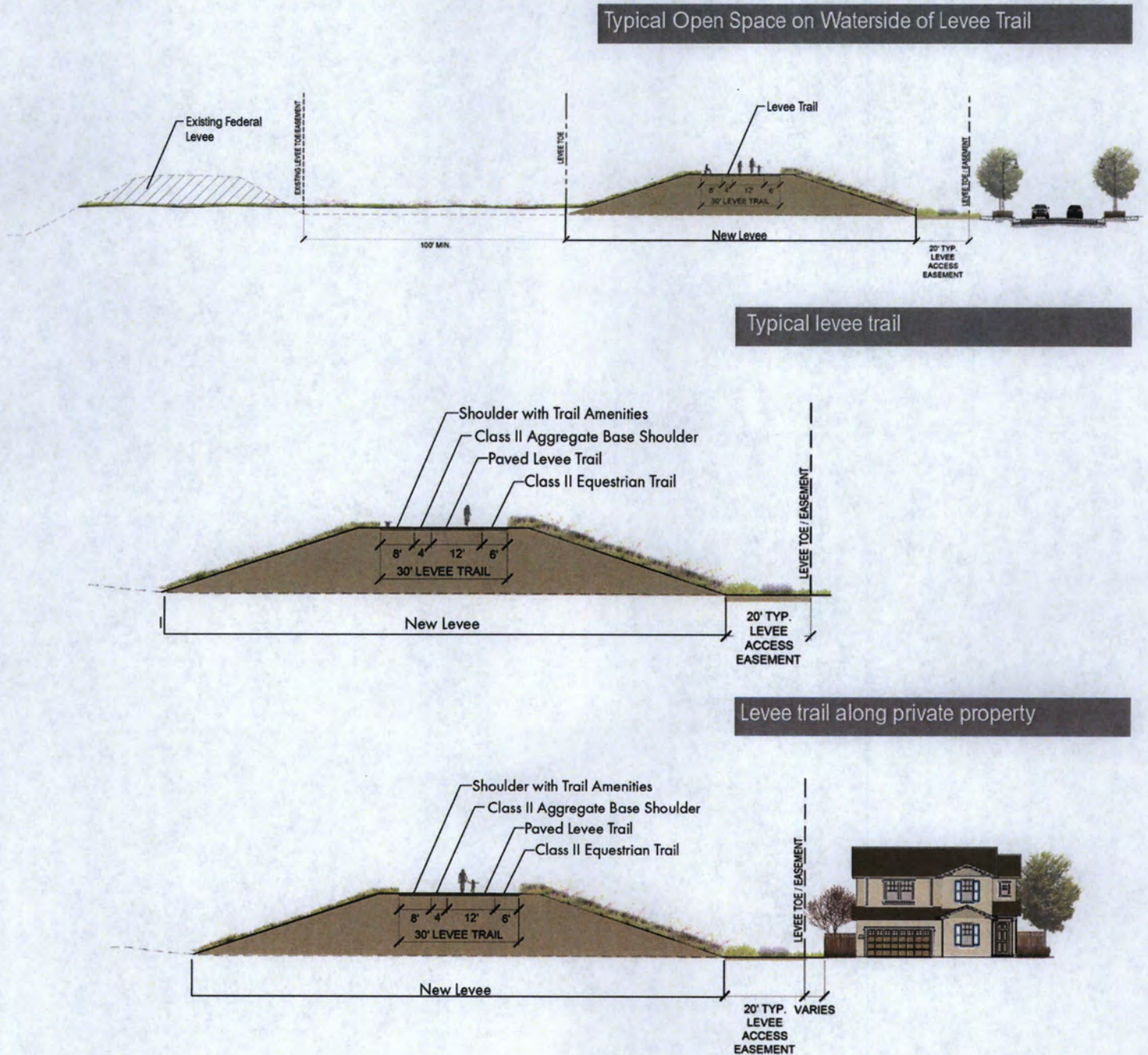
Roughly eight miles of planned levee trails will follow along the top of the levee, generally centered on the center line of the levee alignment. Access point will be provided from the development side of the levee at intervals to allow for recreational and maintenance uses. The levee trails are maintained and overseen by Reclamation District 2062. The levee trails exceed Highway Design Manual (HMD) standards for two directional class I trails, with a total paved width of 12' and unimproved aggregate base shoulders totaling 10' in width: 4' wide class II aggregate base shoulder, and 6' wide class II equestrian trail. The remaining 8' wide path shall be set aside for trail amenities such as overlooks, educational / interpretative signage, benches and / or exercise equipment. Figures 3.1 depicts the standard trail design for River Islands levee trails.



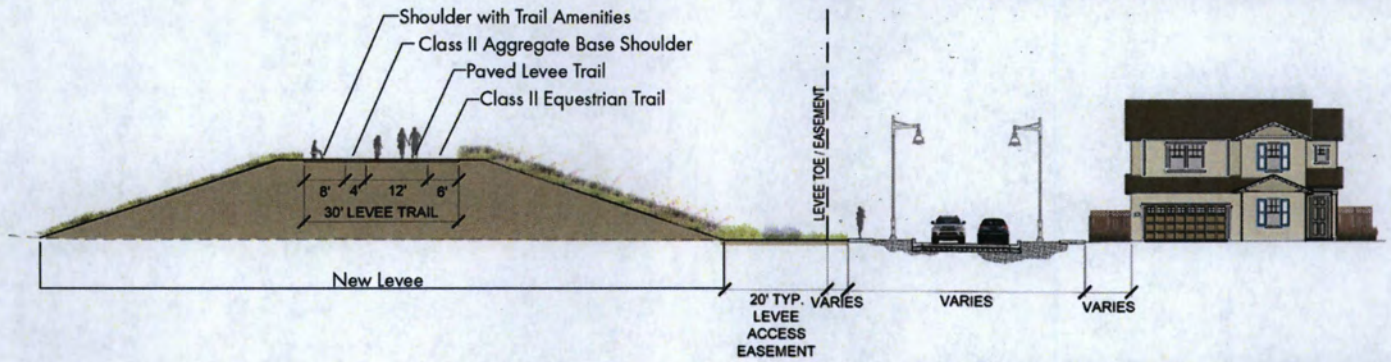
Open Space On Waterside of Levees

The open space areas on the waterside of elevated levees are maintained and overseen by Reclamation District 2062. The open space will be maintained to remain in a natural state as much as possible, using hydro-seeding and erosion control methods. Public access is allowed along the 30' wide elevated levee trails for recreational and maintenance uses. No permanent barriers are planned to restrict public access to the waterside open spaces. However, there will be no recreational trails or amenities in these areas to encourage public access.

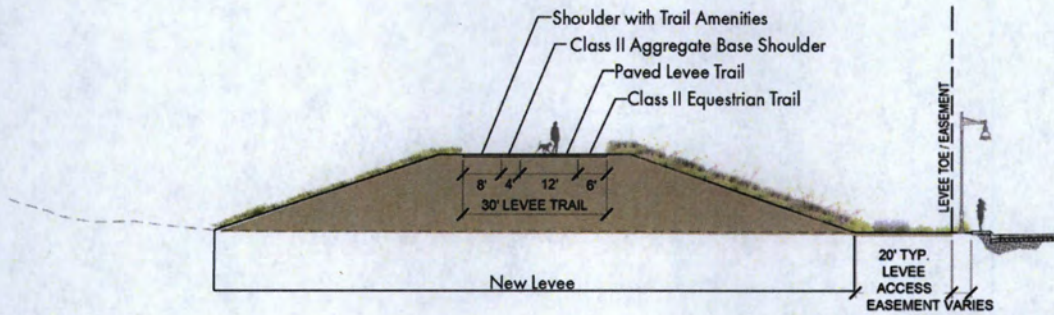
FIGURE 3.1 - TYPICAL TRAIL SECTIONS (ILLUSTRATIVE ONLY)



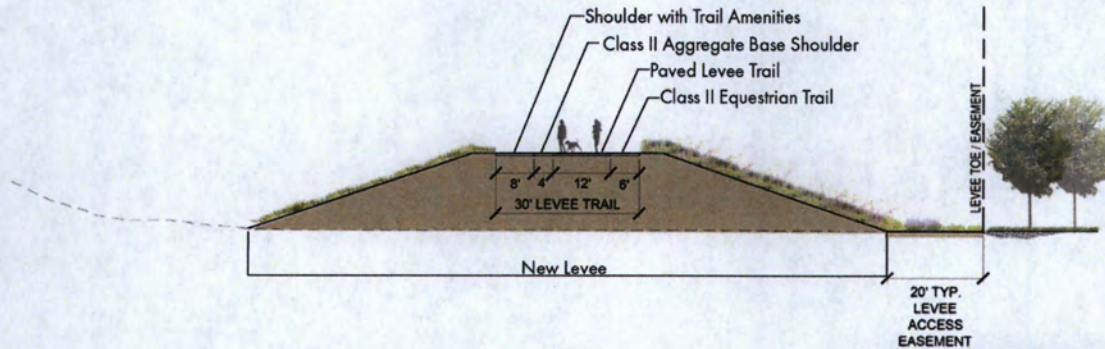
Levee trail along a street frontage



Levee trail along a cul-de-sac



Levee trail along a park



Levee trail along open space

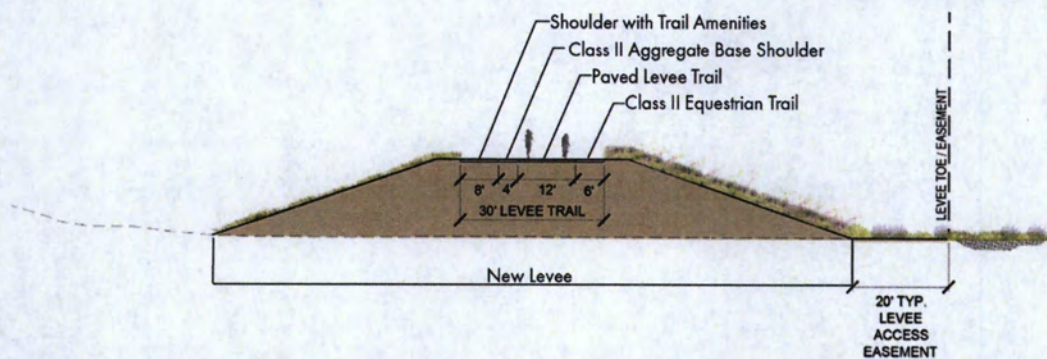
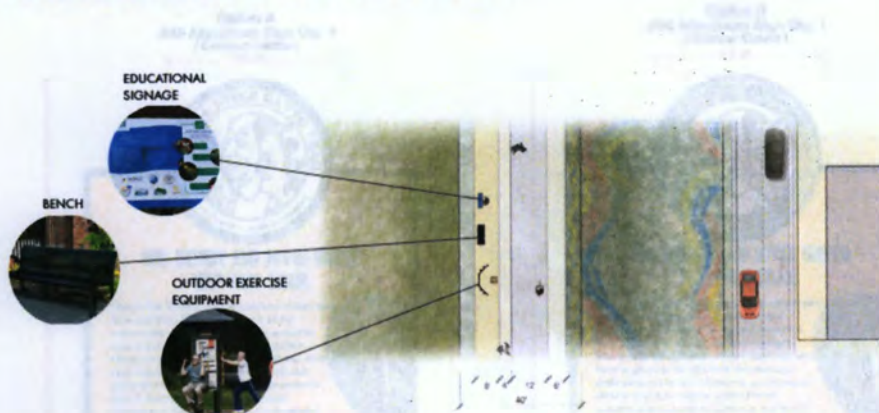


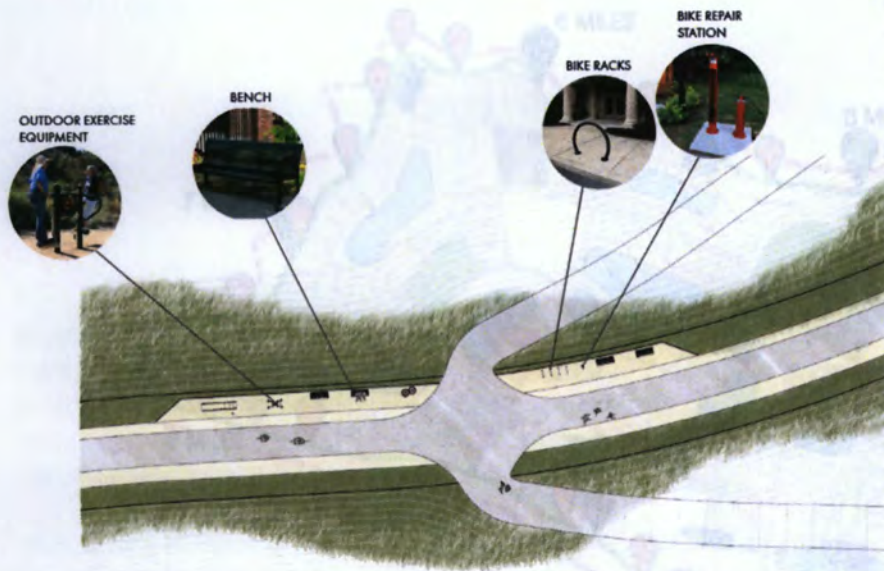
FIGURE 3.2 - TYPICAL TRAIL PLAN VIEW



RIVER ISLANDS TRAIL SIGN PROGRAM
PROPOSED TOPICS

- Historic Mossdale Crossing Bridge, last link of the Transcontinental Railroad, circa 1869.
- Discover a California Treasure: the San Joaquin River
- The San Joaquin River Delta by the numbers (length, depth, number of islands, etc.—statistical overview)
- Salute to Bennie and Joyce Gatto
- Understanding the Primary Zone of the San Joaquin Delta
- The story behind Bradshaw's Crossing Bridge
- Mail delivery along the San Joaquin River
- Recreation among the Delta Waterways
- Indigenous people of the San Joaquin: The Yokuts and the Miwoks
- Fishing in the San Joaquin River
- The Pacific Flyway: a natural pathway for migratory birds
- Animal life along the San Joaquin
- Building a 200-year levee- a feat of modern engineering
- Crawdads!
- The Dell'Osso brothers start farming in the 1920s
- Lathrop's naming and prominence as a railroad town
- Ferry boats on the San Joaquin, circa 1848
- Tracts of the Delta, including the Stewart Tract
- 1906 San Francisco earthquake survivors came to Lathrop
- Understanding the Paradise Cut flood bypass
- Lathrop's incorporation in 1989—a new city in an historic setting
- Open space and protected species at River Islands
- River Islands' vision of land stewardship

FIGURE 3.3 - CONCEPT FOR A TYPICAL TRAIL REST NODE



Trail Surfacing

The paved section of trail will be constructed of 3" of asphalt over 6" of road base of the trail. Shoulders of the trail will be constructed with 6" of compacted Class II aggregate base. Slopes of the levee will be stabilized with erosion control hydroseed. There will be no ornamental landscape or irrigation systems constructed in conjunction with any permanent levee trails.

Trail Access

The following figure highlights pedestrian and non-motorized access to the levee trail, which is crucial to the concept of a walkable community. To this end, the levees have been designed with multiple access points at strategic neighborhood locations and to facilitate required levee maintenance. In order to accommodate bike groups, equestrian riders, and other groups that require staging areas, strategic off-site parking locations will be available for access to the trail. These off-site access locations, designated with appropriate signage, won't necessarily coincide with parks or open spaces, but are more closely associated with trail access points and adjacent uses with adequate parking. These sites may include Community Park C1, the transit oriented development area, the employment center, and the high school site. The transit oriented development area has been identified as a potential equestrian

TABLE 3.1 - PARKS & OPEN SPACE PLANT SPECIES LIST

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
Trees							
	✓	<i>Acer negundo</i> var. <i>californica</i>	California Box Elder	30'-50'		M	
✓		<i>Acer rubrum</i> 'Armstrong', 'October Glory', Redpointe'	Armstrong Red Maple	40'-50'	15'	H	
✓		<i>Aesculus carnea</i>	Red Horsechestnut	40'	30'	M	
	✓	<i>Alnus rhombifolia</i>	White Alder				
✓		<i>Arbutus unedo</i>	Strawberry Tree	8'-25'	8'-25'	L	
✓		<i>Arbutus</i> 'Marina'	Marina' Strawberry Tree	20'-30'	20'-30'	L	
✓		<i>Arbutus marina</i> - 'Multi-trunked'	Strawberry Tree	15'-30'	15'-20'	L	Dark green oblong foliage with rosy pink fall flowers
✓		<i>Betula jacquemontii</i> (<i>Betula utilis jacquemontii</i>)	White Barked Himalyan Birch	40'-60'	25'-30'	H	
✓		<i>Carpinus betulus</i> 'Fastigiata'	European Hornbeam	40'	30'	M	
✓		<i>Catalpa speciosa</i>	Western Catalpa	40'-60'	20'-40'	M	
✓		<i>Cercidium</i> x 'Desert Museum'	Desert Museum Palo Verde	20'	20'	?	
✓		<i>Cercis canadensis</i> 'Oklahoma'	Eastern Redbud	25'-35'	25'-35'	M	
✓		<i>Cercis occidentalis</i>	Western Redbud	10'-20'	10'-20'	VL	
	✓	<i>Cercocarpus betuloides</i>	Island Mountain Mahogany	5'-20'	5'-20'	VL	
✓		<i>Chilopsis linearis</i> 'Monhews'	Timeless Beauty Desert Willow	15'-20'	15'-20'	VL	Fragrant showy purple flowers
✓		<i>Cupressus arizonica</i>	Arizona Cypress	40'	20'	VL	
✓		<i>Ginkgo biloba</i> 'Autumn Gold' (Male only)	Ginkgo, 'Autumn Gold'	35'-40'	25'-35'	M	Use male only varieties
✓		<i>Koelreuteria paniculata</i>	Goldenrain Tree	20'-35'	25'-40'	M	
✓		<i>Lagerstroemia indica</i> 'Dynamite'	Crape Myrtle	15'-25'	15'-20'	L	Red Flowers
✓		<i>Lagerstroemia</i> x <i>fauriei</i> 'Natchez'	Crape Myrtle	20'-30'	15'-20'	L	
✓		<i>Lagerstroemia</i> x <i>fauerei</i> 'Natchez' - 'Multi-Trunked'	Natchez Crape Myrtle	15'-20'	12' Wide	L	White flowers
✓		<i>Lagerstroemia</i> x <i>fauriei</i> 'Muskogee'	Crape Myrtle	20'-30'	15'-20'	L	
✓		<i>Magnolia soulangiana</i> 'D.D. Blanchard'	Tulip Magnolia	50'	25'-35'	M	
✓		<i>Olea europaea</i> 'Swan Hill'	Swan Hill Olive	25'-30'	25'-30'	VL	
✓		<i>Parkinsonia aculeata</i>	Mexican Palo Verde	15'-20'	10'-20'	VL	
✓		<i>Pinus pinea</i>	Stone Pine			L	
✓		<i>Pinus radiata</i>	Monterey Pine	80'-100'	25'-35'	M	
✓		<i>Pistacia chinensis</i> 'Pearl Street', 'Red Push' or 'Keith Davey'	Chinese Pistache Varieties	30'-60'	50'	L	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Platanus acerifolia 'Bloodgood'	London Plane	40'-50'	25'-30'	M	
✓		Platanus X acerifolia 'Columbia'				M	
✓		Platanus racemosa	California Sycamore	50'-90'	30'-50'	M	
	✓	Populus alba 'Pyramidalis'	Seedless Bolleana Poplar	50'	15'	M	
	✓	Populus fremontii	Fremont Cottonwood	40'-60'	30'-40'	M	
	✓	Populus nigra 'Italica'	Lombardy Poplar	100'	15'-30'	M	
✓		Prosopis glandulosa 'Maverick'	Texas Mesquite	25'-30'	25'-30'	L	
✓		Quercus agrifolia	Coast Live Oak	20'-70'	40'-80'	VL	
✓		Quercus coccinea	Scarlet Oak	60'-80'	40'-60'	M	
✓		Quercus douglasii	Blue Oak	30'-50'	40'-70'	VL	
✓		Quercus ilex	Holly Oak	40'-60'	40'-60'	L	
✓		Quercus lobata	Valley Oak	50'-75'	50'-80'	L	
✓		Quercus muehlenbergii	Quinkpin Oak			?	
✓		Quercus robur	English Oak	50'-60'	30'	M	
✓		Quercus suber	Cork Oak	30'-60'	30'-60'	L	
✓		Quercus virginiana	Southern Live Oak	40'-80'	60'-90'	M	
✓		Quercus wislizenii	Interior Live Oak	30'-70'	30'-70'	VL	
✓		Robinia 'Purple Robe'				L	
	✓	Salix goodingii	Gooding's Black Willow	10'-25'		H	
	✓	Salix laevigata	Red Willow	15'-30'		H	
	✓	Salix lucida var. lasiandra	Pacific Willow			H	
✓		Schinus molle	California Pepper tree	25'-40'	25'-40'	L	
✓		Tilia cordata 'Greenspire'	Littleleaf Linden	30'-50'	15'-30'	M	
✓		Ulmus parvifolia 'Drake'	Chinese Elm	50'-70'	30'-50'	M	
✓		Ulmus wilsoniana 'Frontier'		20'		M	
✓		Ulmus wilsoniana 'Patriot'		30'		L	
✓		Ulmus wilsoniana 'Emerald Sunshine'				L	
✓		Ulmus wilsoniana 'Prospector'				L	
✓		Umbellularia californica	California Laurel	20'-35'	20'-35'	M	
✓		Zelkova serrata 'Green Vase'	Zelkova, Green Vase	50'	50'	M	
Shrubs (Large Background)							
✓		Abelia grandiflora	Glossy Abelia	8'	5'	M	
	✓	Agave filifera				L	
✓		Anisodontea x hypomandarum	Cape Mallow	4'	4'	M	Purple / pink flowers
✓		Arbutus u. 'Oktoberfest'	Strawberry Tree	6'-8'	6'-8'	L	Dark green foliage

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		<i>Berberis thunbergii</i>	Japanese Barberry	4'-6'		L	
✓		<i>Buddleja davidii</i>	Butterfly Bush	6'-10'	6'-10'	M	
✓		<i>Carpenteria californica</i>	Bush Anemone	3'-6'		L	
	✓	<i>Cephalanthus occidentalis</i>	Button Willow	3'-15'	3'-15'	M	
✓		<i>Cistus hybridus</i> (<i>Cistus corbariensis</i>)	White Rockrose	2'-5'	2'-4'	L	
✓		<i>Cistus ladanifer</i> (<i>Cistus ladaniferus maculatus</i>)	Crimson-Spot Rockrose	3'-5'	3'-5'	L	
✓		<i>Cistus x purpureus</i>	Orchid Roserock	4'	4'	M	Dark pink flowers
	✓	<i>Cornus stolonifera</i> (<i>sericea</i>) 'Bailey'	Red-Twigged Dogwood	6'-8'	6'-8'	H	
✓		<i>Cotinus coggygria</i> (<i>Rhus cotinus</i>) 'Purpureus'	Smoke Bush	15'	15'	L	
✓		<i>Dodonaea viscosa</i> 'Purpurea'	Purple Hopseed Bush	10'	8'-10'	L	Red / burgundy foliage
✓		<i>Elaeagnus pungens</i>	Silverberry	6'-15'		L	
	✓	<i>Eriogonum fasciculatum</i>	California Buckwheat	1'-3'	4'	L	
✓		<i>Fremontodendron californicum</i>	California Flannelbush			VL	
✓		<i>Grevillea x 'Noell'</i>	Noell Grevillea	5'	6'	L	Glossy lime green needle-like foliage with pink and white flowers
✓		<i>Heteromeles arbutifolia</i>	Toyon	6'-10'		VL	
✓		<i>Laurus nobilis</i>	Bay Laurel	12'-40'		L	
✓		<i>Lavatera maritima</i>	Tree Mallow	6'	6'	L	Gray-Green foliage with light pink / purple flowers
✓		<i>Lavatera thuringiaca</i> 'Mrs Bamsley'	Mallow			L	
✓		<i>Leucophyllum frutescens</i> 'Compactum'	Texas Ranger	4'-5'	4'-5'	L	
✓		<i>Lupinus arboreus</i>	Yellow Bush Lupine	5'-8'	5'-8'	L	
✓		<i>Mahonia aquifolium</i>	Oregon Grape	6'		M	
✓		<i>Nerium oleander</i> 'Little Red'	Dwarf Red Oleander	4'	4'	L	Red flowers
✓		<i>Nerium oleander</i> 'Petite Pink'	Dwarf Pink Oleander	4'	4'	L	Pink flowers
✓		<i>Osmanthus fragrans</i>	Sweet Olive	10'	10'-12'	M	
✓		<i>Osmanthus x fortunei</i>	Hybrid Tea Olive	6'-20'	10'-12'	M	
	✓	<i>Philadelphus lewisii</i>	Wild Mock-orange	4'-10'	6'-10'	M	
	✓	<i>Philadelphus</i> 'Belle Etoile'	Purple Spot Mock Orange	5'-7'	5'-7'	M	
✓		<i>Phormium tenax</i> 'Atropurpureum'	New Zealand Flax	4'-5'	4'-5'	L	Burgundy-bronze bladed foliage
✓		<i>Phormium</i> 'Yellow Wave'	Yellow Wave New Zealand Flax	4'-5'	4'-5'	M	Yellow and lime green bladed foliage
✓		<i>Rhaphiolepis indica</i>	India Hawthorn	4'-5'		L	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2

Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Raphiolepis indica 'Clara'	India Hawthorn	3'-5'	3'-5'	L	
✓		Raphiolepis indica 'Springtime'	India Hawthorn	4'-6'		L	
✓		Raphiolepis umbellata	Yeddo Hawthorn	4'-6'	4'-6'	L	
✓		Rhamnus californica 'Mound San Bruno'	San Bruno Coffeberry	3'-15'	8'	L	
✓		Rhamnus californica 'Eve Case'	Dwarf Coffeberry	4'-8'	4'-6'	L	
✓		Rhamnus crocea	Redberry				
✓		Rhamnus tomentella	Hoary Coffeeberry			L	
	✓	Ribes aureum (var. gracillimum)	Golden Currant	3'-6'		L	
✓		Ribes sanguineum	Pink Flowering Currant	4'-12'		M	
	✓	Rosa californica 'Plena'	California Wild Rose			L	
✓		Teucrium fruticans	Bush Germander	5'-6'	5'-6'	L	Gray leaves, lavender flowers
✓		Teucrium fruticans	Bush Germander	4'-8'	4'-10'	L	
✓		Viburnum t. 'Spring Bouquet'	Spring Bouquet Viburnum	4'-6'	4'-6'	M	Deep green leathery foliage with tight clusters of pink buds and white flowers
✓		Xylosma congestum	Shiny Xylosma	8-10'	8-10'	L	
Shrubs (Medium Foreground)							
✓		Berberis thunbergii 'Cruzam'	Crimson Ruby Japanese Barberry	2'	2'	M	Deep red / burgundy foliage
✓		Callistemon citrinus 'Compacta'	Bottlebrush			L	
✓		Callistemon citrinus 'Little John' or 'Captain Cook'	Dwarf Bottlebrush	3'	3'	L	
✓		Coleonema pulchrum	Pink Breath of Heaven	3'-4'	4'	M	Light green foliage with tiny pink flowers
✓		Mahonia aquifolium 'Compacta'				M	
✓		Myrsine africana	African Boxwood	3'-8'	3'-6'	L	
✓		Punica granatum 'Nana'	Dwarf Pomegranate	3'	5'	L	Orange flowers
✓		Raphiolepis indica 'Ballerina'	Dwarf Pink Indian Hawthorne	2'	4'	L	Pink flowers
✓		Salvia greggii / Salvia x jamensis	Autumn Sage	3-4'	2'	L	
✓		Salvia greggii 'Alba'		1'-4'	1'-4'	L	
✓		Salvia microphylla	Mint Bush Sage	3-5'	4'-8'	M	
✓		Spiraea bumalda	Spiraea	2'-3'	3'-4'	M	
✓		Spiraea x bumalda 'Goldflame'	Goldflame Spirea	3'-4'	4'	M	Yellow-green foliage with pink / red flowers
✓		Viburnum davidii	David Viburnum	3'	3'	M	Large glossy green deep veined foliage, pink buds and white flowers

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2							
Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Zauschneria californica	California Fuschia	3'	3'-4'	L	Gray leaves w/ red flowers
Shrubs (Accents)							
	✓	Achillea millefolium californica	Yarrow	1-3'	1-3'	L	
	✓	Achillea millefolium rosea 'Island Pink'	Pink Yarrow	1'-3'		L	
	✓	Achillea tomentosa	Woolly Yarrow	6"		L	
	✓	Aloe species		varies		L	
	✓	Amsonia tabernaemontana	Blue Star Flower	2'-3'		?	
	✓	Aquilegia eximia	Serpentine Columbine	2'	1-3'	L	
✓		Artemisia 'Powis Castle'	Powis Castle Sagebrush	3'	6'	L	
	✓	Asclepias fascicularis	Narrow-leaved Milkweed	1'-3'	1'	?	
✓		Dietes bicolor	Fortnight Lily, Bicolor Iris			L	
✓		Erigeron karvinskianus	Santa Barbara Daisy	1'-2'	3'-5'	L	White with some pink flowers
✓		Helleborus x hybridus	Lenten Rose			M	
✓		Hemorcallis x 'Stella de Oro'	Stella De Oro Dwarf Daylily	2'	2'	M	Heavy clusters of large yellow flowers
✓		Hesperaloe parviflora	Coral Yucca	2'	2'	/	
✓		Heuchera 'Lillian's Pink'	Lillian's Pink Coral Bells			/	
✓		Heuchera 'Rosada'	Rosada Coral Bells			?	
✓		Heuchera sanguinea	Coral Bells			M	
	✓	Iris 'Canyon Snow'	Canyon Snow Pacific Iris			?	
✓		Kniphofia uvaria	Red Hot Poker			M	
✓		Lavandula angustifolia	English Lavender	8"-2'	8"-2'	L	
✓		Lavandula a. 'Buena Vista'	English Lavender	2'	2'	L	Gray-green foliage with deep violet blue flowers
✓		Lavandula 'Goodwin Creek Grey'	Goodwin Creek Lavender			L	
✓		Lavandula stoechas 'Otto Quast'	Otto Quast Spanish Lavender	18"-3'	2'	L	
✓		Liriope muscari	Lily Turf			M	
✓		Lupinus albifrons	Bush Lupine	3-5'	2-3'	L	
✓		Penstemon heterophylus 'Margarita'	Foothill Penstemon	1'-3'	1'-2'	L	Lavender flowers
✓		Penstemon species				M-L	
✓		Penstemon spectabilis	Showy Penstemon	3'		M-L	
✓		Perovskia a. 'Little Spire'	Russian Sage	2'	2'	L	Vertical spikey gray-green foliage with lavender-blue flowers

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2

Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		Phormium tenax 'Apricot Queen'	New Zealand Flax	3'	4'	L	Yellow wit green margined bladed foliage
✓		Phormium tenax 'Dusky Chief'	New Zealand Flax	5'-6'	4'-5'	L	Reddish brown bladed foliage
✓		Phormium tenax 'shirazz'	New Zealand Flax			L	
✓		Salvia				L-M	
✓		Salvia 'Bee's Bliss'	Bee's Bliss Salvia	1'-2'	8'	M	
✓		Salvia m. 'Hot Lips'	Hot Lips Sage	3'	3'	L	Red / white flowers
✓		Salvia 'Mrs. Beard'	Mrs. Beard Salvia	2'	3 - 6'	L	
✓		Salvia sonomensis	Creeping Sage			L	
✓		Salvia spathacea	Hummingbird Sage			L	
	✓	Solidago californica	California Goldenrod	1-3'	18"-3'	L	
	✓	Symphotrichum chilense	California aster	1-3'		L	
✓		Tulbaghia violacea	Society Garlic	18"	18"	L	Purple flowers
✓		Tulbaghia v. 'Silver lace'	Variegated Society Garlic	18"	18"	L	Silver / white blades w / purple flowers
✓		Zauschneria californica 'Catalina'	Island California Fuschia	1-3'	1-3'	L	
✓		Zauschneria cana	California Fuschia	2-3'	18"-3'	L	
Shrubs (Grasses)							
✓		Bouteloua gracilis	Blue Grama Grass	6"-18"	6"-1'	L	
✓		Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster's Feather Reed Grass	2'	2'	L	Stunning vertical feathery plumes, turn golden in fall
✓		Carex barbarae	White Root Sedge	1'-3'	1'-3'	M	Deep green native meadow grass
✓		Carex divulsa	Berkeley Sedge			L	Deep green clumping evergreen grass
✓		Carex pansa	California Meadow Sedge	3'-4"		M	
✓		Carex praegracilis	Clustered-field Sedge	1'	6"	M	
✓		Carex testacea	Orange Sedge	18"-24"	18"-24"	M	Evergreen, green and orange spring / summer, vibrant orange in winter
✓		Deschampsia caespitosa	Tufted Hair Grass	1'-3'	1'-3'	L	
✓		Deschampsia elongata	Slender Hair Grass	3'		L	
✓		Eleocharis macrostachys	Spike Rush	3'	2'	L	
✓		Elymus glaucus 'Anderson'	Blue Wild Rye	2-3'	2'	L	
✓		Elymus triticoides	Creeping Wildrye			L	
✓		Eschscholzia californica	California Poppy	1'	1.5'	VL	
✓		Festuca californica	California Fescue	2'-3'	2-3'	M	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2

Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		<i>Festuca idahoensis</i> 'siskiyou blue'	Blue Bunch Grass	14"	10"	L	
✓		<i>Festuca mairei</i>	Atlas Fescue	2'-3'	2-3'	L	Evergreen clumping yellowish gray-green foliage
✓		<i>Festuca occidentalis</i>				M	
✓		<i>Festuca ovina</i> 'Glauca'	Elijah's Blue, Blue Festuca	4"-10"	6"	M	
✓		<i>Festuca rubra</i>	Red Fescue	3"-12"	6"	M	
✓		<i>Grindelia camporum</i>	Gum Plant	1'-3'	1'-3'	L	
✓		<i>Helictotrichon sempervirens</i>	Blue Oat Grass	2'-3'		L	
✓		<i>Hordeum brachycantherum</i> 'Californicum'	Meadow Barley			VL	
	✓	<i>Imperata cylindrica</i> 'Rubra'	Japanese Blood Grass	1'-2'		H	
	✓	<i>Juncus balticus</i> (balticus?)	Baltic Rush	3'		H	
	✓	<i>Juncus effusus</i>	Pacific Rush	3'-6'	3'	H	
	✓	<i>Juncus patens</i>	CA Gray Rush	2'	2'	H	
	✓	<i>Leersia oryzoides</i>	Rice Cutgrass			M	
✓		<i>Leymus condensatus</i> 'Canyon Prince'	Canyon Prince Wild Rye	2'-4'	2'	VL	
✓		<i>Leymus triticoides</i> 'Grey Dawn'	Creeping Wild Rye	2'	18"	VL	
✓		<i>Lomandra l.</i> 'Breeze'	Dwarf Mat Rush	2'-3'	2'-4'	L	
✓		<i>Melica imperfecta</i>	Coast Melic Grass, Oniongrass	1'-2'	1'-2'	VL	
✓		<i>Melica californica</i>	Melica	4'		?	
✓		<i>Miscanthus sinensis</i>	Japanese Silver Grass	5'-6'	3'-4'	H	
✓		<i>Miscanthus sinensis</i> 'Morning Light'		5'-6'	3'-4'	H	
✓		<i>Muhlenbergia capillaris</i>	Hairy Awn Muhly	3'	6'	L	
✓		<i>Muhlenbergia dubia</i>	Mexican Deergrass	2'-3'	2'-3'	L	
✓		<i>Muhlenbergia rigens</i>	Deer Grass	3'	3'	L	
✓		<i>Nasella pulchra</i> 'Yolo'	Purple Needle Grass	2'	2'-3'	L	
✓		<i>Pennisetum alopecuroides</i> 'Little Bunny'	Dwarf Fountain Grass	18"	18"	L	Trim to ground in winter
✓		<i>Pennisetum alopecuroides</i> 'Moudry'	Black Fountain Grass	18"-2'	18"-2'	L	
✓		<i>Pennisetum orientale</i>	Oriental Fountain Grass	12"-18"	12-18"	L	
✓		<i>Pennisetum setaceum</i> 'Rubrum'	Red Fountain Grass	3'-4'	3'-4'	L	
✓		<i>Scirpus americanus</i>	Three-square Bulrush	5'	5'	H	
✓		<i>Scirpus actus</i> var. <i>occidentalis</i>	Hardstem Bulrush	5'-8'	5'-8'	H	
✓		<i>Scirpus californica</i>	California Bulrush	6"-10"	6"-10"	H	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2

Parks	Trail*	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
✓		<i>Scirpus microcarpus</i>	Small-fruited Bulrush	6"-10"	6"-10"	H	
	✓	<i>Sporobolus airoides</i>	Alkali Sacaton	1'-3'	3'	VL	
✓		<i>Stipa cernua</i>	Nodding Feather Grass	2'-3'	2'-3'	VL	
✓		<i>Stipa pulchra</i>	Purple Needle Grass	1'-2'	1'-2'	L	
✓		<i>Stipa gigantea</i>	Giant Feather Grass	2'-3'	2-3'	VL	
✓		ETY Mix (<i>Carex Divulsa</i> , <i>Eschscholzia californica</i> , <i>Festuca Idahoensis</i> , <i>Layia platyglossa</i> , <i>Salvia l.</i> "Bee's Bliss", <i>Sysyrinchium idahoensis</i>)	Entry Mix	1'-2'	1-2'	L	
✓		Native Mow Free Mix (<i>Festuca idahoensis</i> , <i>Festuca rubra</i> , <i>Festuca occidentalis</i>)	No Mow Fescue	12"-18"		M	
Shrubs (Groundcovers)							
✓		<i>Acacia r.</i> 'Desert Carpet'	Desert Carpet Acacia	1'-2'	10'-12'	L	Leathery gray green foliage with puffy yellow ball shaped flowers
✓		<i>Arctostaphylos</i> 'Pacific Mist'		2 1/2'	4'	L	
✓		<i>Artemisia californica</i> 'Montara'	California Sagebrush	18"-5'		L	
✓		<i>Artemesia</i> 'Powis Castle'	Powis Castle Artemesia	3'	5'	M	gray green foliage
✓		<i>Baccharis pilularis</i>	Coyote Bush			L	
✓		<i>Baccharis pilularis</i> 'Pigeon Point'	Dwarf Coyote Brush	6'	6'	L	
✓		<i>Ceanothus griseus horizontalis</i> 'Yankee Point'	Shrub Ceanothus	2'-3'	8'	L	Blue flowers
✓		<i>Ceanothus maritimus</i> 'Valley Violet'	Valley Violet Maritime Lilac			L	
✓		<i>Ceanothus thyrsiflorus</i> 'Skylark'	Blueblossom	3'-6'	5'	L	
✓		<i>Ceanothus</i> 'Concha'				L	
✓		<i>Ceanothus</i> 'Dark Star'	Dark Star California Lilac	5'-6'	8'-10'	L	
✓		<i>Ceanothus</i> 'Joyce Coulter'	Wild California Lilac	3'-5'	8'-10'	L	
✓		<i>Ceanothus</i> 'Ray Hartman'	Ray Hartman California	12'-20'	15'-20'	L	
✓		<i>Cistus salvifolius</i>	Sageleaf Rockrose	2'	6'	L	
✓		<i>Coprosma kirkii</i>	Kirk's Coprosma	2-3'		L	
✓		<i>Cotoneaster dammeri</i> 'Eichholz'	Bearberry Cotoneaster	8"	6'-8'	L	White flowers, red berries
✓		<i>Cotoneaster lacteus</i> (<i>Cotoneaster parneyi</i>)		8'	10'	L	
✓		<i>Cotoneaster microphyllus</i>	Rockspray Cotoneaster	2-3'	6'	L	
✓		<i>Erigeron</i> 'Wayne Roderick'	Wayne Roderick Seaside Daisy	8"	1 1/2'	M	
✓		<i>Erigeron karvinskianus</i>	Santa Barbara Daisy	10"-20"	3'	L	

APPROPRIATE PLANT SPECIES FOR PARKS AND OPEN SPACES WITHIN RI PHASE 2

Parks	Trail *	Botanical Name	Common Name	Use Height	Use Width	Water Use	Attributes
	✓	<i>Eschscholzia californica</i>	California Poppy	1'	1.5'	VL	
✓		<i>Hypericum calycinum</i>	Aaron's Beard	1'		M	
✓		<i>Hypericum moserianum</i>	Gold Flower	1'		M	
✓		<i>Lessingia filaginifolia</i> var. <i>californica</i> 'Silver Carpet'	Silver Carpet California-Aster			M	
	✓	<i>Lobularia maritima</i>	Sweet Alyssum	2"-12"	8"-12"	M	
	✓	<i>Lupinus microcarpus</i>	Chick Lupine	2 1/2'		M	
	✓	<i>Myoporum parvifolium</i>	Myoporum	6"	9'	L	
✓		<i>Oenothera hookeri</i>	Evening Primrose	1'-3'	1'-3'	L	
	✓	<i>Ribes viburnifolium</i>	Evergreen Currant	3'-6'	12'	L	
✓		<i>Rosa</i> 'Noamel'	Apple Blossom Flower Carpet Rose	2'	3'	M	White / pink flowers
✓		<i>Rosa</i> 'Noare'	Red Flower Carpet Rose	2'	3'	M	Red flowers
✓		<i>Rosa</i> 'Noaschnee'	White Flower Carpet Rose	2'	3'	M	White flowers
✓		<i>Rosa</i> 'Noatraum'	Pink Flower Carpet	2'	3'	M	Pink flowers
✓		<i>Rosmarinus o.</i> 'Irene'	Rosemary	1'-1 1/2'	2"-3"	L	Blue flowers
✓		<i>Rosmarinus o.</i> <i>Prostratus</i>	Dwarf Rosemary	2'	4'	L	Blue flowers
	✓	<i>Sisyrinchium bellum</i>	Blue-eyed Grass	4"-12"	6"-24"	L	
✓		<i>Trachelospermum asiaticum</i>	Asian Jasmine	2'	10'	M	
✓		<i>Trachelospermum jasminoides</i>	Star Jasmine	2'	10'	M	
Vines							
	✓	<i>Aristolochia californica</i>	California Pipevine			L	
✓		<i>Clematis armandii</i> 'Snow Drift'	Evergreen clematis	15-20'		M	
✓		<i>Clytostoma callistegioides</i>	Violet Trumpet Vine			M	
✓		<i>Distictis buccinatoria</i>	Trumpet Vine	20'-30'		M	
✓		<i>Ficus pumila</i>	Creeping Fig	10'		M	
✓		<i>Hardenberdia violacea</i> 'Happy Wanderer'	Hardenbergia Vine	10'		M	
✓		<i>Jasminum polyanthum</i>	Pink Jasmine	20'		M	
✓		<i>Lonicera hispidula</i>	Honeysuckle	3-10'		L	
✓		<i>Macfadyena unguis-cati</i>	Cats Claw	20-40'		L	
	✓	<i>Vitis californica</i>	California Wild Grape	12-30'		VL	
✓		<i>Wisteria sinensis</i> 'Alba' or 'Cooke's Special'				M	

* Trails near waterways, bioswales, or other stormwater related infrastructure

Note: Current conditions and regulations do not allow irrigation, and thus horticultural plantings, to be installed on the levee and within 20' of the levee toe. It is possible that regulations may change, and that other design features such as "fat levees" will be allowed to include irrigation and planting. If conditions and regulations are revised by the State, modifications to landscaping will be considered.

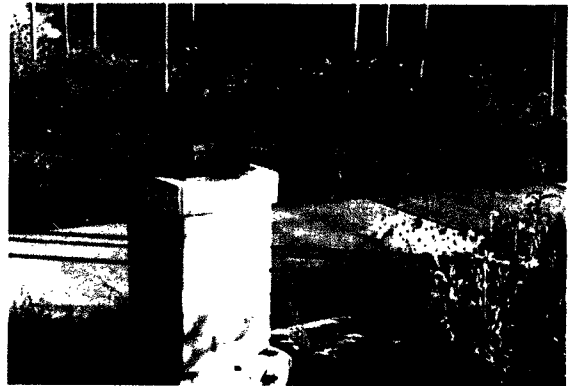
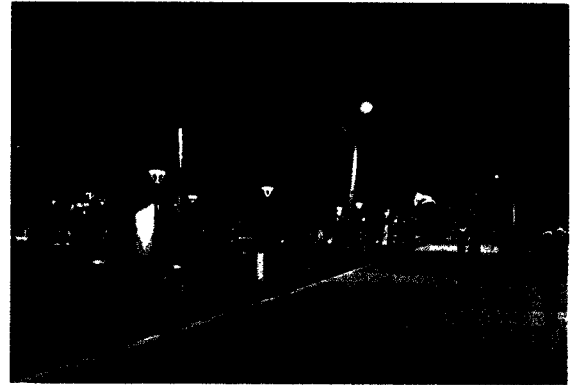
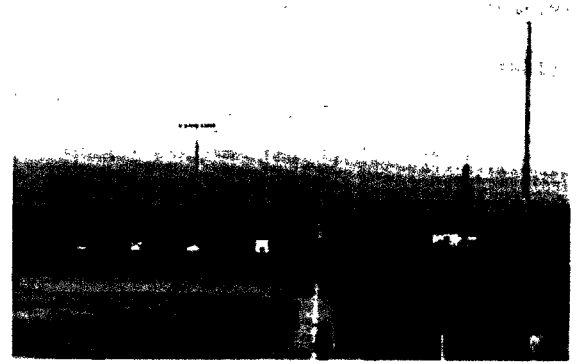
3.8 SITE FIXTURES

CPTED principles emphasize the importance of lighting and overall park maintenance as contributors to perceptions of safety in parks. Investment in basic maintenance and community ownership can change usage patterns for the better. The following guidelines provide best practices for provision of site fixtures to support community goals for safe usable parks.

Lighting

Lighting of public spaces should conform to the Illuminating Engineering Society's guidelines. These include provision of sufficient lighting for users to discern changes in topography and surface type as well as physical details of approaching figures.

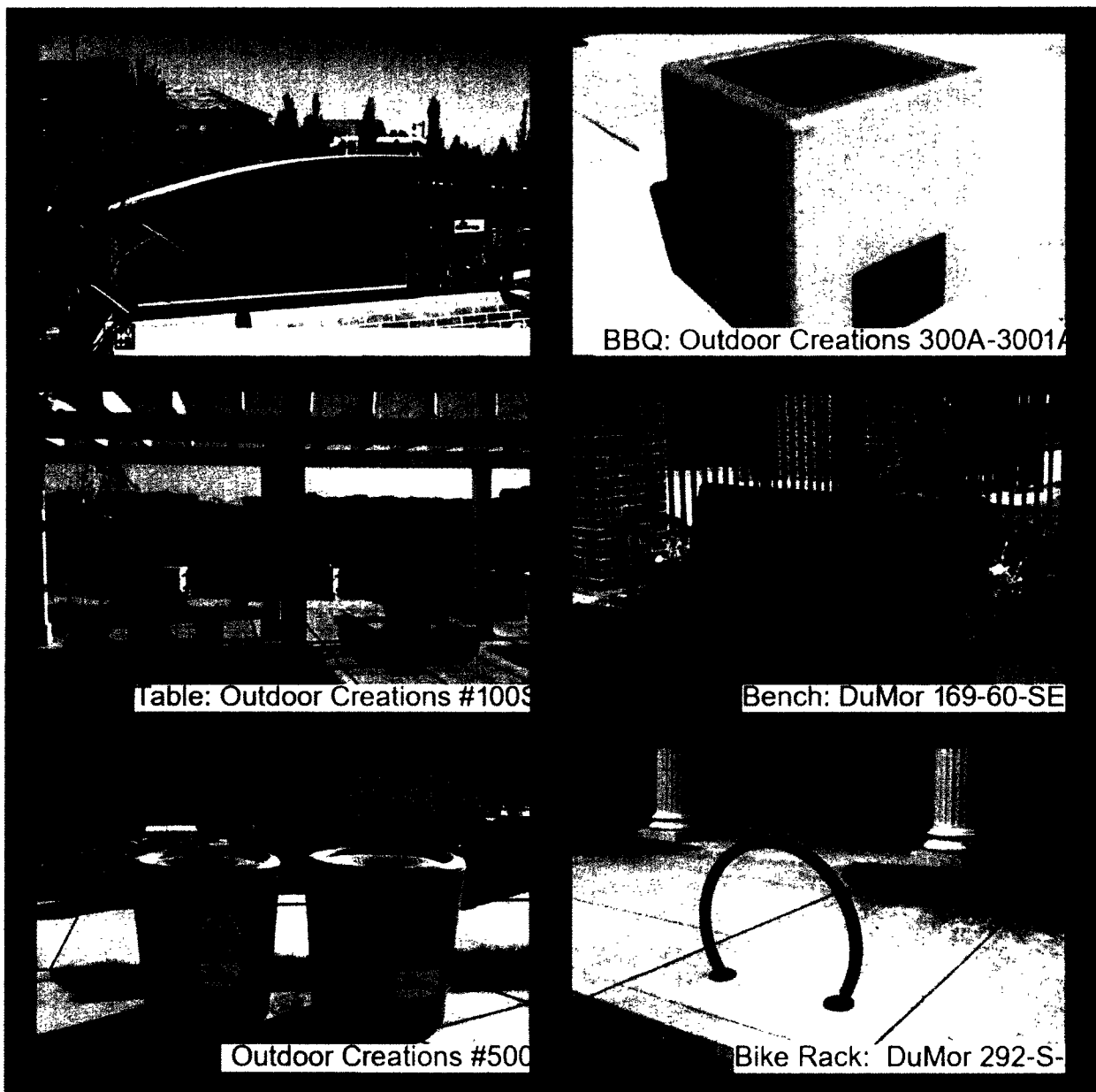
- Motion sensor activated security lighting may be considered for all new park construction and existing park renovation as method of security lighting.
- Parks may be evaluated for feasibility of dimming or motion sensor activated lighting complaint with California Energy Commission Title 24 on a case-by-case basis.
- The Project for Public Spaces emphasizes the importance of not “over-lighting” an area. This creates a harsh adjustment for the eye and deeper shadows just outside the lighting candle for park users.
- Light fixtures will be installed to appropriate heights for usage. In general, Neighborhood parks will not be lighted. Lighting in larger parks may be required for safety and to light sports fields and large areas.
- Neighborhood parks may require lights installed to an appropriate pedestrian height, while sports field lighting will require greater height.
- LED and solar lights offer benefits of low energy consumption with a minimum of construction disruption to the surrounding area. Solar lighting is appropriate for providing light for pedestrian areas and pathways, not large-scale night lighting of parks.
- Though not utilized in most parks, some parks may include decorative bollard lighting and railings as is found throughout the River Islands Development. Typically these have been used along lake frontages, along River Islands Parkway, and at trailhead pocket parks.



Site Furniture

- Site furniture should be attractive and inviting, yet durable enough to withstand heavy use.
- Site furnishings will be manufactured to include River Islands and City logo to reinforce consistent community sense of place.
- Post concise, bilingual signage requiring dog owners to clean up after their animals.
- Add dog waster bag dispensers at prominent entrances and at intervals along pedestrian pathways at park facilities.
- Ensure all playgrounds receive regular safety inspections by a Certified Playground Safety Inspector (CPSI)
- Fixtures should be selected that will discourage lying down. Handrail-divided or curvilinear benches are options.
- Site furniture and other fixtures should discourage skateboarding and activities in non-designated areas.
- Select fixtures that will not create visual obstructions or potential blind spots which could impair surveillance.
- Provide trash receptacles at locations that may be easily monitored and emptied by maintenance staff.
- Park signs will include River Islands logo and City of Lathrop logo to reinforce the commitment to the community.
- Site furniture will be approved by City. Drinking fountains should include an option for dog watering stations where appropriate.

River Islands Standard Furnishings



3.9 CONNECTIVITY

Connecting parks to their users is an important piece of increasing community investment and use of parks facilities. Best practices typically involve locating new parks centrally within a neighborhood or adjacent to other community amenities, such as schools or community centers, in order to increase visibility and use. Alternately, locating walkable streets and bicycle paths to connect parks with other community hot spots provides alternative access for users who cannot or do not prefer to drive. The same efforts may be made to align public transportation stops with parks, in an effort to coordinate parks and trail heads adjacent to public transit.

In the case of River Islands, geographically adjacent amenities such as schools, town center, lakes, and the rivers are opportunities for establishing walkable, bike-able connections. A non-vehicular option to navigate these sites and others within the community might encourage users to walk or bike between natural and cultural amenities firsthand rather than driving between each. Establishing and utilizing levee trails and connecting them to park locations helps establish a non-vehicular connection in River Islands.

Easy pedestrian and non-motorized access to the levee trail is crucial to the concept of a walkable community. Multiple off-site parking options will be available for access to the trail for those who need to travel to an access point for vehicle or horse off-load. An equestrian staging area is proposed near the transit oriented area due to its ample space and access to the levee trail. These off-site access locations, designated with appropriate signage, may be included at Community Park C1, the transit oriented development area, the employment center, and at the high school site.



3.10 ACCESS AND INCLUSION

ADA and Beyond Planning for inclusion

Trends in park development nationwide are beginning to include varied recreation opportunities such that all members of a community may enjoy public recreation facilities. It is standard best practice to comply with all local and federal guidelines for universal accessibility in public spaces per the Americans with Disabilities (ADA) regulations. New projects and retrofits to existing parks and facilities must seek to include all members of the community. In addition to complying with ADA standards for basic accessibility, park designs may include standards from the California State Parks Accessibility Guidelines in order to increase accessibility to its facilities for all users.

Recreation amenities such as walking paths may include signage and wayfinding for persons with visual impairment, while play areas may include accessibility options for caregivers with varied levels of physical ability. Play areas should include solid impact-attenuating surfaces in order to ensure a safe path of travel for all users.

Universal Design and Social Inclusion

In more recent years, park features have moved toward including universal access, social inclusion, and sensory integration to include everyone. Incorporating these elements increases the parks' ability to attract many unique users and increases the functionality of the amenity. Parks and recreation amenities which encourage participation by all residents and visitors, regardless of physical or mental ability, demonstrate investment in the public.

Playground areas provide children space to develop essential emotional, social and physical skills. Therefore, these spaces should include elements appropriate for supporting all facets of childhood development in a safe environment. Cutting-edge studies of children and nature suggest a myriad of benefits in integrating opportunities for spontaneous learning with natural systems into playgrounds. Examples may include non-programmed areas consisting of varied topography and surface materials, planting of trees within the playground space, flexible play space edges to encourage play to extend to other natural areas of the park. As a valuable experience in childhood development, nature play may be explored as a signature resource to be developed.

Seven Principles of Universal Design

- Equitable Use
- Flexible Use
- Intuitive Use
- Perceptible Information
- Tolerance for Error
- Low Physical Effort
- Size and Space for Approach and Use

The National Recreation and Park Association (NRPA) defines three pillars impactful to our communities.

- Conservation
- Health and Wellness
- Social Equity

Social equity in parks refer to a person’s ability to access health and wellness benefits associated with using the park. Universal design enables groups in society who struggle with physical or mental abilities to fully access and utilize parks and recreational spaces. The following six areas of park design contribute to creating socially inclusive spaces with universal accessibility and sensory integration.

1. Facilities: parking areas, pathways, restrooms, public buildings, and access to water.
2. Parking: provide more than the minimum ADA requirements for parking spaces. Provide accessible parking throughout the park and located near inclusive play areas. This provides numerous access points available to all users.
3. Pathways: Exceed ADA width guidelines Wider pathways allow for easier group access and multiple wheeled devices like wheelchairs and strollers.
4. Restrooms Locate restrooms near ball fields and inclusive play areas. Include family restrooms large enough to house a full-size changing table, and large enough for a caregiver to attend to a full-size adult.
5. Splash Pads: Access to pools and water areas can benefit individuals with different disabilities. Splash pads are a great way to provide easy access to water. Actuators should be planned for locations and heights that are accessible.
6. Playgrounds: Children with disabilities are one of the largest under served minority groups in our nations. 8.9% of children between the ages of 3 and 21 years old have a disability. Of these, approximately 1.1% will have a physical disability, 1.1% will have a sensory disability, 19.1% will have a communicative disability, 11.2% will have a social / emotional disability, and 53.9% will have an intellectual disability. Additionally, 2.2% will have multiple disabilities and 10.1% will have chronic health impairment such as cancer. Disability is often misconstrued as inability to experience play because of limitation form impairment. With over 16% of the local population of





children 5 and up having some sort of disability, and over 27% of the local population aged 18 and under, the need for a place to play together regardless of physical or mental limitations is evident. When feasible and when budgets allow socially inclusive and sensory integrated play principals as noted below will be used.

- Comprehensive and Balances Sensory Play opportunities: Sight, Smell, Sounds, Touch, Taste, Interoceptive, Vestibular, and Proprioceptive.
- Cozy spaces: Areas designed to escape sensory overload and re-engage after self-regulation.
- Unitary System Impact Attenuating Surfaces: For unimpeded access to recreation
- Shade Play: Areas must have ample shade to provide respite from heat.
- Diversity: Provide diversity in play opportunities that exceed ADA minimums (i.e. types, materials, grasping requirements, level of difficulty, elevated vs ground level)
- Cognitive Simplicity: Play spaces should be easy to navigate with recognizable landmarks and wayfinding.
- Social Play Opportunities: For social interaction and play that promote multi-users.
- Intergenerational Play: Activities that encourage multiple generations to play together and interact.
- Fencing: Some children on the autism spectrum and with disabilities have a tendency to bolt from the playground. The playground should be fenced to keep children from running onto nearby roads, canals, and / or other hazards.
- Allergens: Select plant species that will be plant near playgrounds and parks that produce low levels of allergens and are not irritant to skin when touched. The Ogren's Allergy Scale or OPALS Scale can be used to determine this.

Playground Surfacing

The primary safety surfacing system used in the River Islands Development is rubberized surfacing.

Resources

California State Parks. "The Health and Social Benefits of Recreation." 2005.

Recreation Management. "A Look at Trends in Parks and Recreation." 2009.

Westrup, Laura. "Quimby Act 101: An Abbreviated Overview." May 2002. www.parks.ca.gov/pages/795/files/quimby101.pdf

CPTED Guidelines: www.cptedsecurity.com

Project for Public Spaces. "Lighting Use and Design." 2015. www.pps.org/reference/streetlights

The Center for Universal Design (1997). The Principles of Universal Design. Version 2.0 Raleigh, NC: North Carolina State University

CHAPTER 4

PROPOSED PARKS MASTER PLAN & PARK CONCEPT PLANS

4.1 CITY OF LATHROP PARKS AND OPEN SPACE GENERAL PLAN REQUIREMENTS

The Lathrop General Plan calls for a network of open spaces which include neighborhood parks, community parks, and recreation corridors that run along waterbodies or connect major components of the overall park system. This system will in part follow along boundary levees and sloughs as well as the river system, and be made up of pedestrian and bike trails, open space and formal parks. Irrigation of open spaces will implement recycled water distributed through a purple pipe system to reduce the amount of potable water used. Some parks will be adjacent to schools to maximize their usefulness for the community, while others will be standalone parks separate from educational facilities. Wildlife habitat including wetlands have been created to enhance natural habitat, which will aid in resource management of the planning area.

4.2 PARK ACREAGE & SERVICE AREA STANDARDS

Condition 116 of Vesting Tentative Map 3694 requires a minimum number and size (in acres) of various recreational facilities for Phase 1 of River Islands. The City of Lathrop has had the discretion to substitute certain facilities to provide more flexibility in programming. For instance, a multi-use field may be constructed to accommodate both softball and baseball, but credit could be given for the specific facility shown in Condition 116. Parks that were designed and built as a part of Phase 1 development included mandatory elements required by Condition 116 or otherwise required by the City, and "additional recreational facilities", facilities that were not required by condition of approval. Phase 2 acreages and facilities/ amenities have been calculated and determined separately from the Phase 1 development and will stand apart from any Phase 1 development requirements. Phase 2 requirements are outlined below in Tables 4.1 and 4.2.

Community and neighborhood park acreages for Phase 2 were used to calculate and meet the State's minimum parkland dedication requirements. Neighborhood Parks must be provided at a rate of 2 acres per 1,000 population and Community Parks at 3 acres per 1,000 populations. The population is estimated by using 3.0 persons per household. The following table summarizes the minimum acreage requirement and shows that the minimum requirement has been met for Phase 2.

TABLE 4.1 - QUIMBY ACT CALCULATIONS BY PARK TYPOLOGY

QUIMBY ACT CALCULATION				
	STANDARD	REQUIREMENT	PHASE 2 CALCS	DIFFERENCE
DWELLING UNITS			10,726	
POPULATION	3.0 per DU		32,178	
COMMUNITY PARKS (C)	3 acres/ 1000	96.53 acres	97.44 acres	+0.91 acres
NEIGHBORHOOD PARKS (N)	2 acres/ 1000	64.36 acres	68.05 acres	+3.69 acres
TOTAL C & N PARKS	5 ACRES/ 1000	160.89 ACRES	165.49 ACRES	+4.6 ACRES

-Sizes and locations of parks subject to change through Neighborhood Development Plan process and subject to City review and approval.



4.3 DISTRIBUTION OF EXISTING PARKS AND FACILITIES

Current maps of River Islands parks were studied based upon established measurements of user walkability and recommended park programming to determine new park locations for Phase 2. Smaller neighborhood parks service the immediate surrounding neighborhood with the minimum being ¼ mile radius up to ½ mile radius. Larger community parks have a larger service radius with the range of ½ mile to 1 mile radius.

Figure 4.1 shows most areas within Phase 1 and Phase 2 are covered within the ¼ mile radius, and all areas are serviced within ½ mile. As can be seen all areas within Phase 2 fall within the ½ mile service range for neighborhood parks, most areas falling within a ¼ mile radius.

FIGURE 4.1 - NEIGHBORHOOD PARK SERVICE AREA MAP



Figure 4.2 shows a more even distribution of community parks within Phase 1 than in Phase 2. A small area within the transit oriented development (TOD) areas falls outside the community park buffer. This area will primarily be parking and infrastructure related to the Valley Link train station. With this exception, all areas within the development fall within a 1 mile radius of a Community Park and most areas fall within a 1/2 mile service area.

FIGURE 4.2 - COMMUNITY PARK SERVICE AREA MAP



4.4 PARK AMENITY BENCHMARKS

The National Recreation and Park Association (NRPA) has long been an organization relied on for guidelines and instruction regarding best practices for parks and open spaces. In 2019 the NRPA published an Agency Performance Review document providing benchmarks for suggested amenity counts based on residents per square mile. Table 4.2 reflects the number of amenities proposed for phase 2 based on the NRPA's published recommendations and Table 4.4 reflects which parks they are located in.

4.5 PROPOSED PARKS & OPEN SPACE SYSTEM

The parks and open space system depicted in this chapter were developed following multiple meetings and reviews of park system components with City of Lathrop staff. In order to clearly identify the components of the system maps were created and are included in this chapter as follows:

- Figure 4.3 - Phase 2 Park Designation Map
- Figure 4.4 - Phase 2 Quimby Act Park Designation Map

TABLE 4.2 - PHASE 2 PROJECTED FACILITY REQUIREMENTS

OUTDOOR PARK AND RECREATION FACILITIES PER NRPA PERFORMANCE BENCHMARKS				
	Population	SQ Mile	Residents / SQ Mile	
Phase 2 Population:	32,178	5.17	6,224	
Design Element	Population Standard (1 per shown population)	Design Element Standard for RI Phase 2 Development	Phase 2 Facilities Proposed	Required Standard Met
Court Sports				
Basketball Courts	7,400	4.35	6	✓
Tennis Courts	4,858	6.62	8	✓
Multiuse courts (basketball / volleyball / other)	16,250	1.98	2	✓
Diamond Fields*				
Baseball (Youth)	7,369	4.37	4	✓
Baseball (Adult)	25,834	1.25	1	✓
Softball Adult	13,773	2.34	2	✓
Softball Youth	15,000	2.15	2	✓
Rectangular Fields				
Multi Purpose	9,000	3.58	4	✓
Soccer Youth	8,784	3.66	4	✓
Soccer Adult	15,000	2.15	2	✓
Football	35,572	0.90	1	✓
Other				
Dog Park	55,675	0.58	2	✓
Skate Park	62,325	0.51	0	✓

* 4 lighted fields, 2 deferred from Phase 1

- Figure 4.5 - Phase 2 Circulation Map
- Figure 4.6 - Phase 2 Safe Routes To Schools

4.6 PRELIMINARY PARK CONCEPT PLANS

In order to identify intended locations of required and additional park elements throughout the development, preliminary concept plans have been developed for all Quimby Act related community parks and neighborhood parks. In addition examples of potential pocket parks, and linear parks have also been shown which will be built by River Islands, but not intended to be built in order to meet Quimby Act requirements. All concepts are simple concepts to convey basic park ideas and are not to be misconstrued as final designs. As each neighborhood is developed the park designs will be revisited and adjusted to meet specific neighborhood, budget, and recreational needs. Any changes to the park locations, acreages, or amenities must be approved by the City of Lathrop prior to construction. Modifications to park locations, acreages and / or planned amenities shall be reviewed and approved by the City of Lathrop prior to construction. Amendments to this Parks & Open Space Plan shall be reviewed and approved by the City of Lathrop.

4.7 CITY OVERSIGHT & DEVELOPMENT PROCESS

There are many types of open spaces and recreational facilities incorporated into the River Islands Phase 2 development. While the development is located within the City boundaries, portions of these open spaces are owned by Reclamation District 2062 (RD2062) and all parks and open space are maintained by the River Islands Public Finance Authority (RIPFA). The following table has been provided to clearly delineate the required reviews to be completed by each agency, for each open space type.

The following descriptions describe the review typology listed in Table 4.3.

- Comprehensive Review - Comprehensive review refers to plan review for construction level improvement plans. Prior to Improvement Plans, a Site Plan for Neighborhood Parks and Community Parks shall be reviewed and approved by the City and Parks & Recreation Commission. These plans are typically reviewed and signed by the Public Works Department, Parks & Recreation Department, and the Lathrop Manteca Fire District. The City may determine which departments are required for review based on a project by project basis.
- Courtesy Review - A courtesy review of construction level improvement plans by the Public Works Department for open spaces owned and maintained by RD2062 and / or RIPFA but not in the public right of way.
- Utility Only Review - A review by the Public Works Department of construction level utility plans only, for spaces owned and maintained by RD2062 and / or RIPFA.

TABLE 4.3 - AGENCY REVIEW TABLE

OPEN SPACE TYPE	TYPE OF REVIEW				
	City of Lathrop Comprehensive Review	City of Lathrop Utility Only Review	RD 2062	Parks & Recreation Commission	City Council
Community Park	✓			✓	
Levee Trail	✓		✓		
Neighborhood Park	✓			✓	
Pocket Park		✓	✓		
Linear Trail	✓		✓		
Water Rltd Open Space (non-park)		✓	✓		
Open Space (outside ROW)			✓		
Open Space (ROW Related)	✓		✓		
Parks & Open Space Master Plan	✓			✓	✓

TABLE 4.4 - PHASE 2 PARK FACILITIES BY LOCATION

OUTDOOR PARK AND RECREATION FACILITIES PER NRPA PERFORMANCE BENCHMARKS BY PARK *															
	Park C1	Park C2	Park C3	Park N1	Park N2	Park N3	Park N4	Park N5	Park N6	Park N7	Park N8	Park N9	Park N10	Park N11	Total
Basketball Courts		2	1	1					1			1			6
Tennis Courts	6		2												8
Multiuse courts	1											1			2
Baseball (Youth)	4														4
Baseball (Adult)		1													1
Softball Adult		2													2
Softball Youth		2													2
Multi Purpose							1		2		1				4
Soccer Youth			3					1							4
Soccer Adult							1				1				2
Football			1												1
Dog Park					1				1						2

*Lighted fields are required for (2) adult softball, (1) adult baseball, and (1) lighted soccer / multi purpose field.

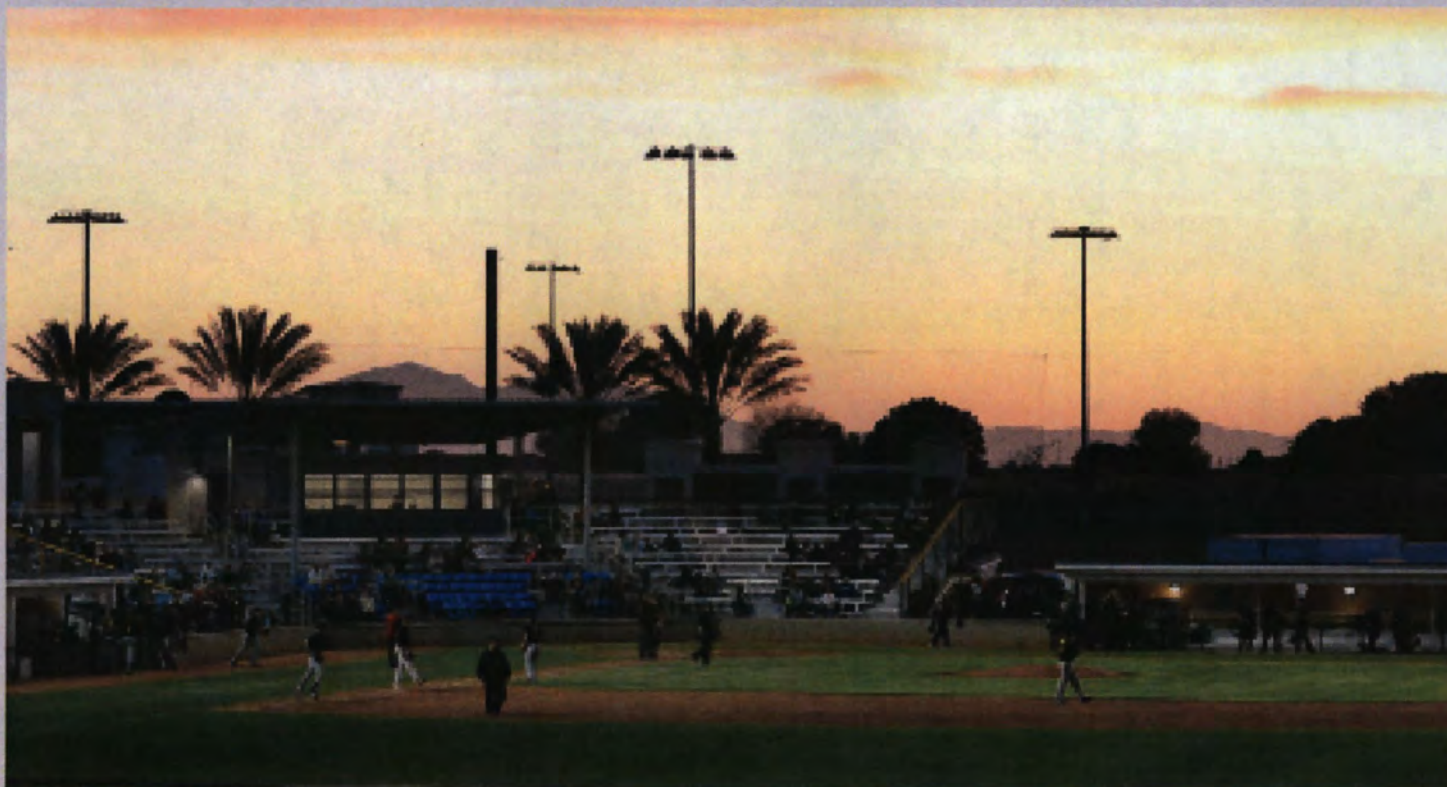


FIGURE 4.3 - PHASE 2 PARK DESIGNATION MAP



PARK #	PARK NAME	ACREAGE	QUIMBY ACT	OWNERSHIP
NEIGHBORHOOD PARK				
N1	Neighborhood Park 1	7.95	X	RD 2062
N2	Neighborhood Park 2	42.47	X	CITY
N3	Neighborhood Park 3	4.0	X	CITY
N4	Neighborhood Park 4	7.4	X	CITY
N5	Neighborhood Park 5	5.2	X	RD 2062
N6	Neighborhood Park 6	5.4	X	RD 2062
N7	Neighborhood Park 7	5.3	X	CITY
N8	Neighborhood Park 8	4.0	X	CITY
N9	Neighborhood Park 9	10	X	SCHOOL

PARK #	PARK NAME	ACREAGE	QUIMBY ACT	OWNERSHIP
POCKET PARK				
P-EV1	Pocket Park - East Village - 1	2.72		
P-EV2	Pocket Park - East Village - 2	0.47		
P-EV3	Pocket Park - East Village - 3	0.31		
P-EV4	Pocket Park - East Village - 4	0.81		
P-JH1	Pocket Park - Lakes Harbor - 1	0.94		
P-JH2	Pocket Park - Lakes Harbor - 2	0.29		
P-JH3	Pocket Park - Lakes Harbor - 3	0.19		
P-JH4	Pocket Park - Lakes Harbor - 4	0.42		
P-JH5	Pocket Park - Lakes Harbor - 5	0.37		
P-JH6	Pocket Park - Lakes Harbor - 6	0.49		
P-JH7	Pocket Park - Lakes Harbor - 7	0.12		
P-JH8	Pocket Park - Lakes Harbor - 8	0.13		
P-JH9	Pocket Park - Lakes Harbor - 9	0.91		
P-JH10	Pocket Park - Lakes Harbor - 10	0.28		
P-W1	Pocket Park - Woodland - 1	0.2		
P-W2	Pocket Park - Woodland - 2	0.12		
P-W3	Pocket Park - Woodland - 3	0.87		
P-W4	Pocket Park - Woodland - 4	0.30		
P-W5	Pocket Park - Woodland - 5	0.35		
P-W6	Pocket Park - Woodland - 6	0.22		
P-W7	Pocket Park - Woodland - 7	0.22		
P-W8	Pocket Park - Woodland - 8	0.22		
P-W9	Pocket Park - Woodland - 9	0.20		
P-W10	Pocket Park - Woodland - 10	0.68		
P-W11	Pocket Park - Woodland - 11	0.73		
P-W12	Pocket Park - Woodland - 12	0.22		
P-W13	Pocket Park - Woodland - 13	0.42		
P-W14	Pocket Park - Woodland - 14	0.27		
P-W15	Pocket Park - Woodland - 15	0.22		
P-WE1	Pocket Park - Woodland East - 1	0.35		
P-WE2	Pocket Park - Woodland East - 2	0.89		
P-WE3	Pocket Park - Woodland East - 3	0.33		
P-WE4	Pocket Park - Woodland East - 4	0.52		
P-WE5	Pocket Park - Woodland East - 5	0.4		
P-WE6	Pocket Park - Woodland East - 6	0.3		
P-WE7	Pocket Park - Woodland East - 7	0.73		
P-WE8	Pocket Park - Woodland East - 8	0.38		
P-WE9	Pocket Park - Woodland East - 9	0.38		
P-WE10	Pocket Park - Woodland East - 10	0.66		
P-WE11	Pocket Park - Woodland East - 11	0.5		
P-WE12	Pocket Park - Woodland East - 12	0.86		
P-WV1	Pocket Park - West Village - 1	0.19		
P-WV2	Pocket Park - West Village - 2	1.12		
P-WV3	Pocket Park - West Village - 3	0.57		
P-WV4	Pocket Park - West Village - 4	0.84		
P-WV5	Pocket Park - West Village - 5	0.46		
P-WV6	Pocket Park - West Village - 6	0.65		
P-WV7	Pocket Park - West Village - 7	0.33		

PARK #	PARK NAME	ACREAGE	MILE	QUIMBY ACT	OWNERSHIP
COMMUNITY PARK**					
C1	Community Park 1	97.44	X		CITY
C2	Community Park 2	31.83	X		CITY
C3	Community Park 3	22.5	X		CITY
C4	Levee Trail	28.00	X		RD 2062
C4	Levee Trail***	7.7 Mile	X		RD 2062
C4	Levee Trail***	28.85			
LINEAR PARK					
L1	Levee Park 1	43.99	1.6		RD 2062
L2	Levee Park 2	14.01	0.28		RD 2062
L3	Levee Park 3	2.57	0.05		RD 2062
L4	Levee Park 4	0.40	0.01		RD 2062
L5	Levee Park 5	8.70	0.04		RD 2062
L6	Levee Park 6	0.95	0.01		RD 2062
L7	Levee Park 7	0.73	0.01		RD 2062
L8	Levee Park 8	16.69	1.71		RD 2062
L9	Levee Park 9	2.26	0.06		RD 2062
L10	Levee Park 10	2.26	0.06		RD 2062
OPEN SPACE					
		480.36			

** Community Park 1 acreage does not include wetland area. When a park is adjacent to the levee, a 20' distance from the toe of levee is not included in park acreage calculations.
 *** The 30' wide levee trail has been used to calculate acreage of the Quimby Act and does not include the levee slopes or 20-foot levee toe.
 The applicant intends to regrade the federal levee into a waterside bench which will be maintained by Reclamation District 2062. There will be no public access to the levee, only the waterside bench.

FIGURE 4.4 - PHASE 2 QUIMBY ACT PARK DESIGNATION MAP

PARK #	PARK NAME	ACREAGE	QUIMBY ACT	OWNERSHIP
Neighborhood Parks ----- = 88.05				
N1	Neighborhood Park 1	7.8	X	RD, 2002
N2	Neighborhood Park 2	12.47	X	CITY
N3	Neighborhood Park 3	4.0	X	CITY
N4	Neighborhood Park 4	5.4	X	CITY
N5	Neighborhood Park 5	7.8	X	CITY
N6	Neighborhood Park 6	6.5	X	RD, 2002
N7	Neighborhood Park 7	5.4	X	RD, 2002
N8	Neighborhood Park 8	4.0	X	CITY
N9	Neighborhood Park 9	4.0	X	CITY
	School Sites	10.0	X	
Community Parks ----- = 97.44				
C1	Community Park 1**	31.85	X	CITY
C2	Community Park 2**	2.0	X	CITY
C3	Community Park 3	15.01	X	CITY
C4	Levee Trail**	28.00	X	RD, 2002

Phase 2 Limits

School Sites Calculations: # of Schools x 2.5 acres = total acres
 ** Community Parks are 20' wide and 200' long
 *** Levee Trail Calculations: Total linear feet x 30' width = total sq ft (43,240 sq ft = 1 acre)
 Total Miles = 2.7 Miles
 The 20' wide levee trail has been used to calculate acreage of the Quimby Act and does not include the levee slopes or 20-foot levee toe.
 The applicant intends to regrade the hedged levee into a waterside bench which will be maintained by Reclamation District 2002. There will be no public access to the levee, only the waterside bench.



QUIMBY ACT CALCULATION			
STANDARD	REQUIREMENT	PHASE 2 CALCS	DIFFERENCE
DWELLING UNITS	10,726	10,726	
POPULATION	32,178	32,178	
COMMUNITY PARKS (C)	96.53 acres	97.44 acres	+0.91 acres
NEIGHBORHOOD PARKS (N)	64.36 acres	88.05 acres	+23.69 acres
TOTAL C & N PARKS	160.89 acres	186.87 acres	+25.98 acres

Sizes and locations of parks subject to change through Neighborhood Development Plan process subject to City review and approval.

FIGURE 4.5 - PHASE 2 CIRCULATION MAP

ELEVATED TRAIL Hikers and Bicyclists	.....
CLASS I BIKE PATH Separated from Automobile traffic	—————
CLASS II BIKE LANE Striped and Signed Lane on Roadway	- - - - -
CLASS III BIKE ROUTE Signage on Roadway	.....
PEDESTRIAN TRAIL	—————
PEDESTRIAN CONNECTION	- - - - -
BIKE SIGNAGE	●
WAYFINDING	●
EQUESTRIAN STAGING AREA	●
PHASE 2 LIMITS	- - - - -



48 bike signage and wayfinding will include City logo

FIGURE 4.6 - PHASE 2 SAFE ROUTES TO SCHOOLS



COMMUNITY PARK 1

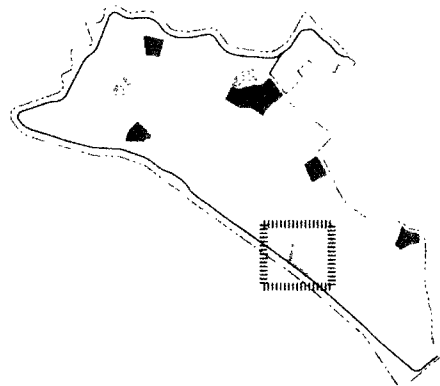
wetlands

Note: Community Park 1 acreage does not include the extent of wetlands within the park. The wetlands are considered waters of the U.S., and are protected from public contact, owned and maintained by a public agency. The boundary of the wetlands is delineated by environmental documents and incorporated by reference. In collaboration with the San Joaquin County Council of Governments (SJSOG), the wetlands have been protected by a 5' high, 50' wide earthen berm. A permanent treatment to discourage public access and protect the wetlands will be developed during park planning phases with input from the City and other governing agencies. No public access will be allowed to the wetlands. All wetlands edges will be left in a natural condition with no water to body contact allowed.

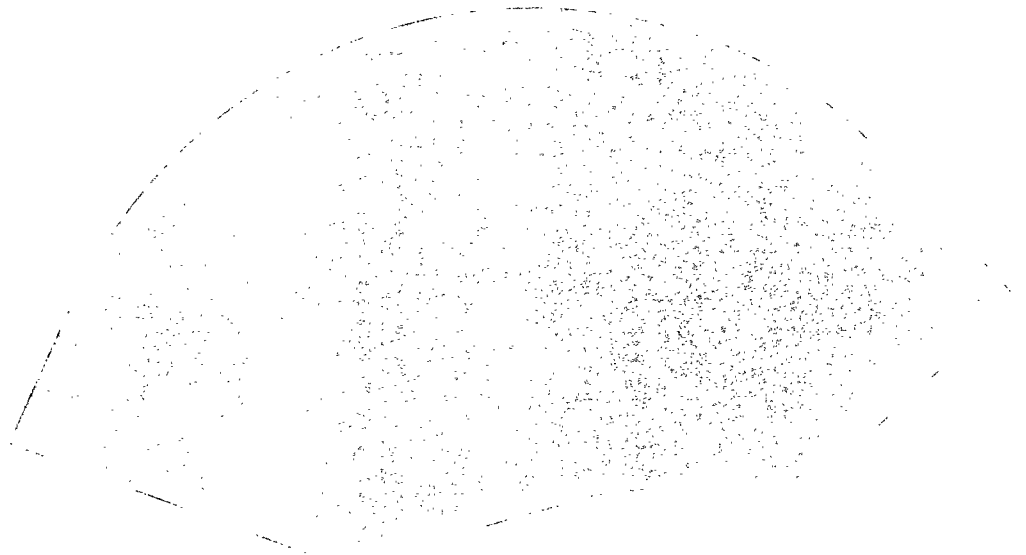
PARK AMENITIES

- (4) Baseball Fields
- (6) Tennis Courts
- (1) Multi-court
- On-Site Parking Lot
- Restroom
- Main Playground with Splash Pad
- Wetland Overlook
- Shade Structures, Benches, Tables and BBQ's
- Picnic Areas & Open Space
- Access to Levee Trail with Exercise Equipment
- Spraypad

**COMMUNITY PARK:
31.9 ACRES**



COMMUNITY PARK

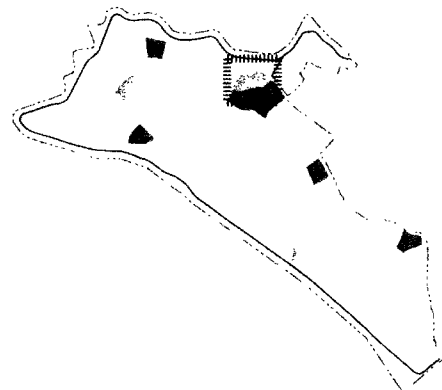


PARK AMENITIES

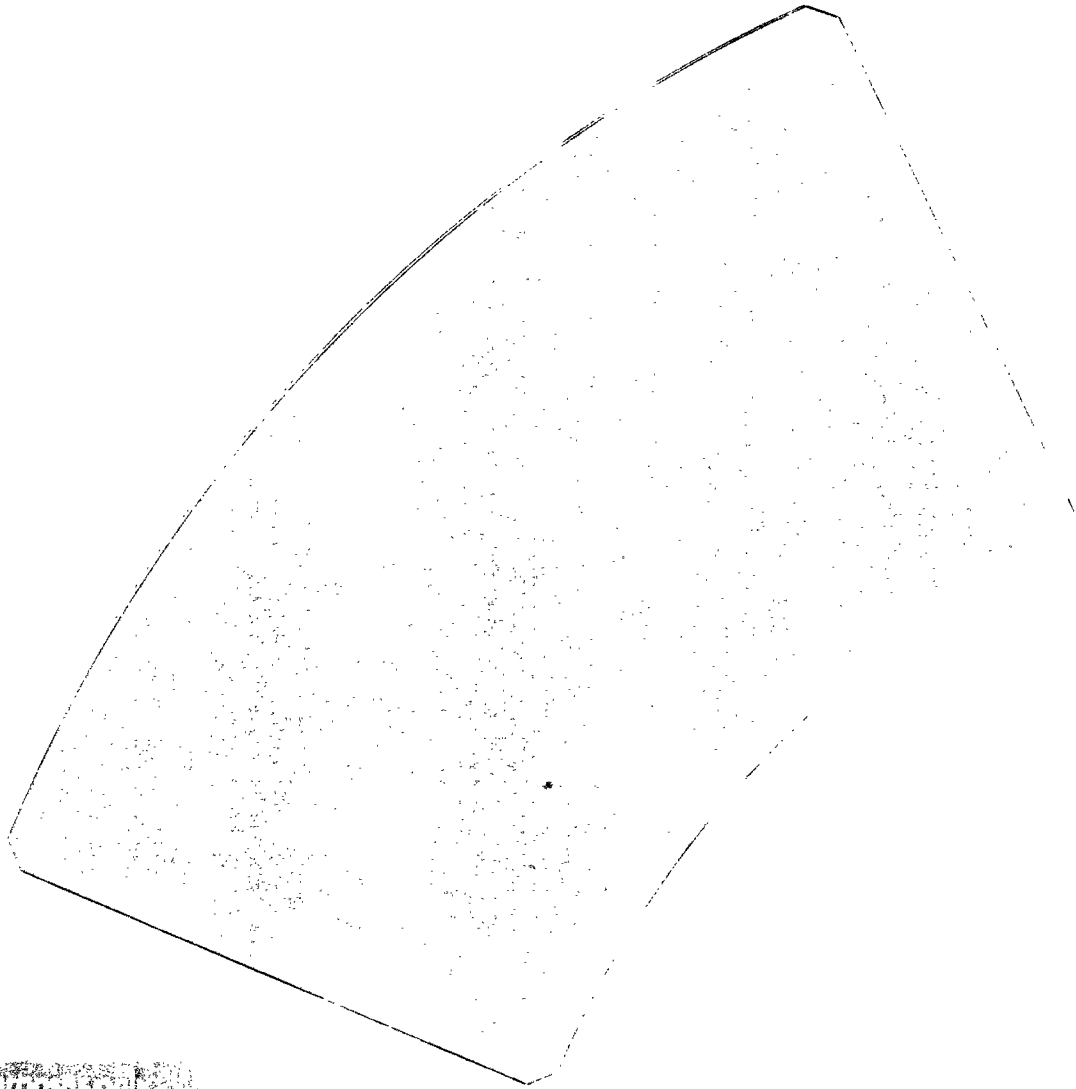
PARK AMENITIES

- (4) Softball Fields
- (1) Baseball Fields
- (2) Basketball Courts
- Storage Space for Sports Equipment
- Concessions / Restroom Building
- On-Site Parking Lot
- Main Playground with Splash Pad
- Shade Structures, Benches, Tables and BBQ's
- Access to Linear Trail
- Spraypad

COMMUNITY PARK:
22.5 ACRES



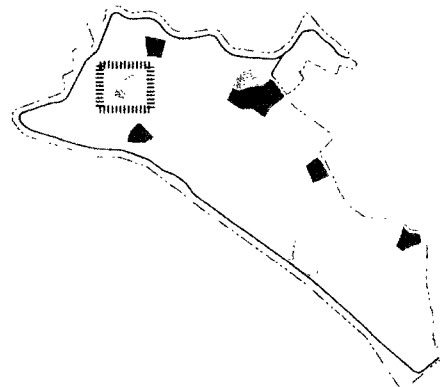
COMMUNITY PARKS



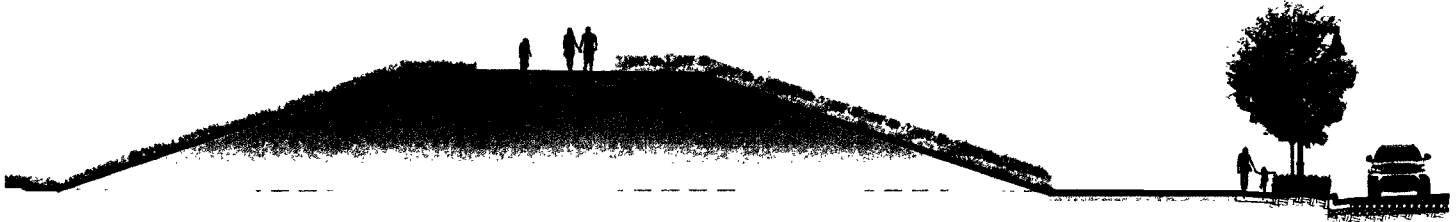
PARK AMENITIES

- (3) Soccer Fields
- (1) Football sized sports field
- (2) Pickleball Courts
- (2) Tennis Courts
- (2) Bocce Ball Courts
- (1) Basketball Court
- On-Site Parking Lot
- Playground
- Restroom Building
- Benches
- Shade Structures and Picnic Tables

COMMUNITY PARK:
15.0 ACRES

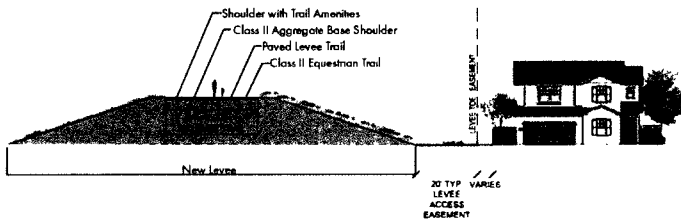


COMMUNITY PARK 4 - LEVEE TRAILS

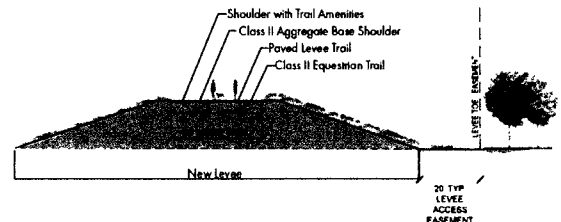


Levee trail along a public street

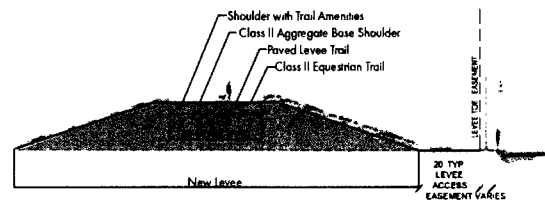
Levee trail along private property



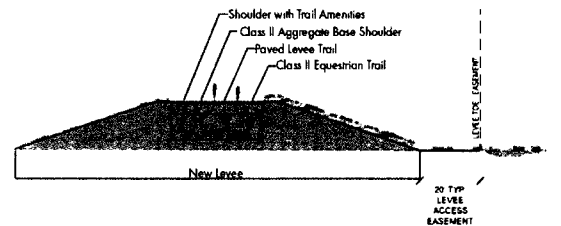
Levee trail along a park



Levee trail along a cul-de-sac



Levee trail along open space

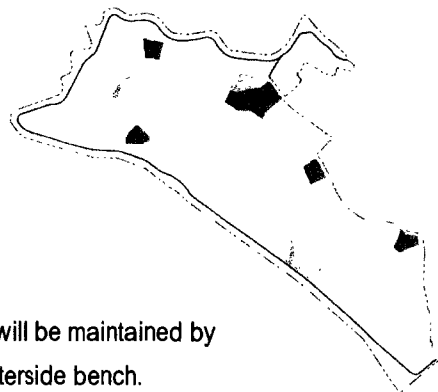


PARK AMENITIES

- All-weather Paving (12' paved trail with 4' shoulder)
- Informational Kiosks
- Overlook Views
- Site furnishings and exercise equipment
- Equestrian Trail (6' class II aggregate base on edge of paved trail)

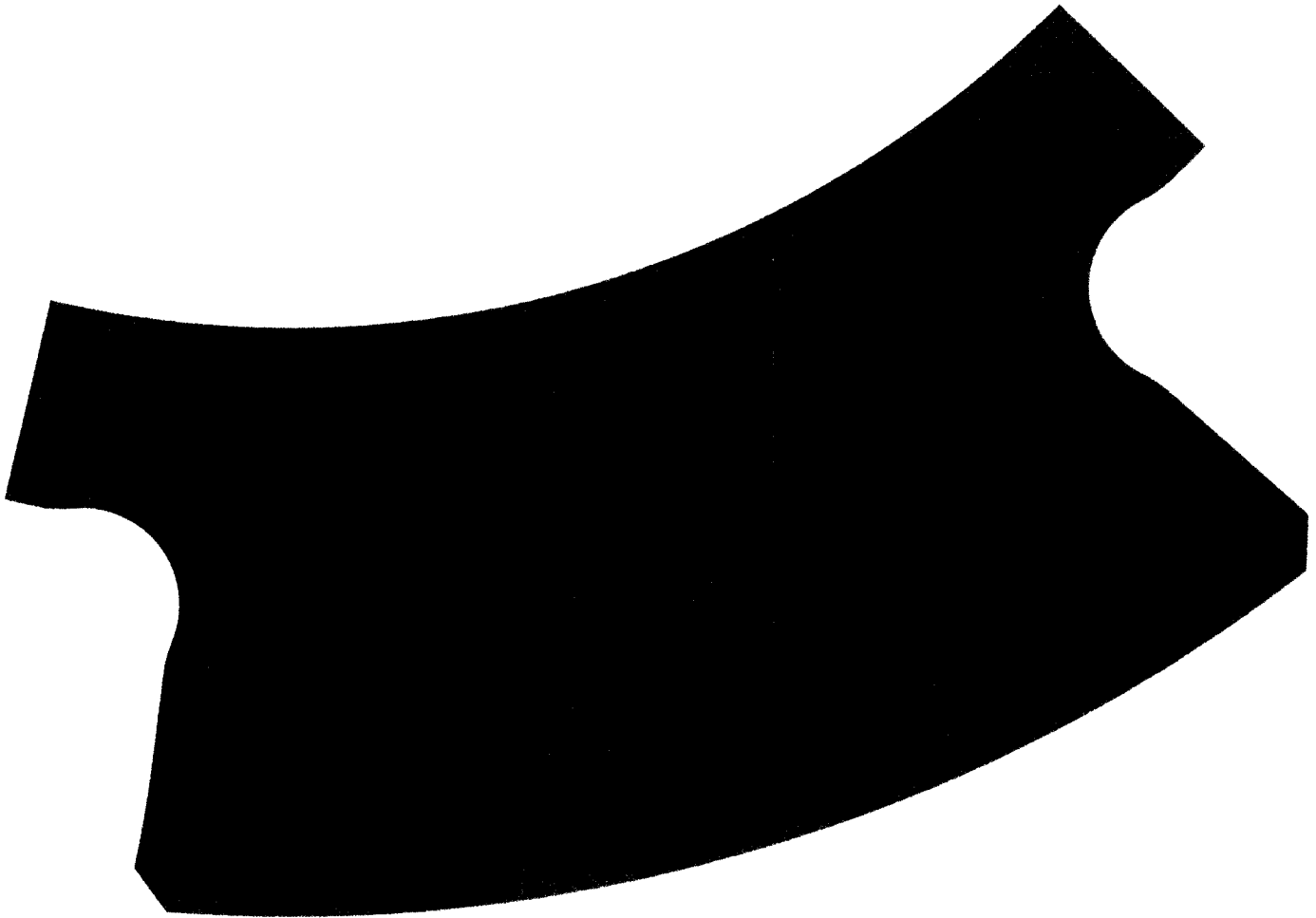
LEVEE TRAILS:

28.0 ACRES



* The applicant intends to regrade the federal levee into a waterside bench which will be maintained by Reclamation District 2062. There will be no public access to the levee, only the waterside bench.

NEIGHBORHOOD PARK 1

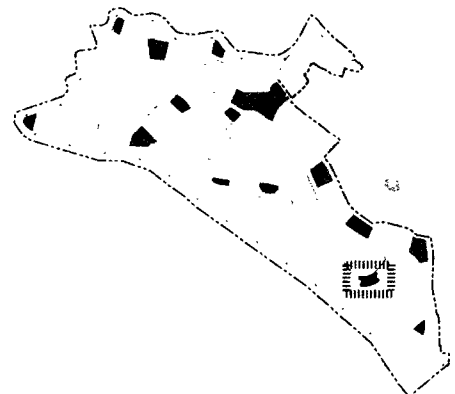


For illustrative purposes only

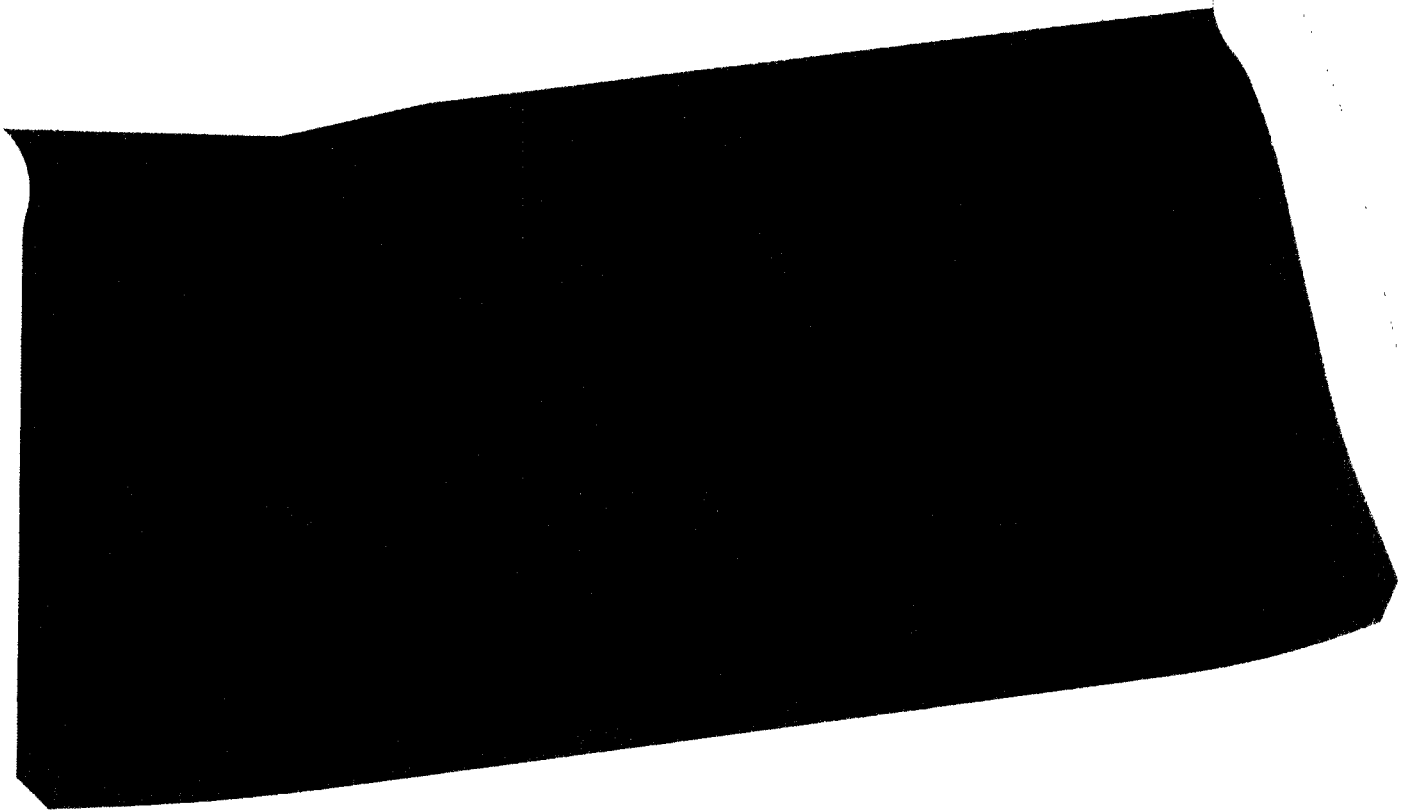
PARK AMENITIES

- (1) Basketball Court
- Sensory Play Equipment & Playground - "Touch"
- Aromatic / Herb Garden - "Smell & Taste"
- Lake Overlook & Access with Wind Chimes - "Hear"
- Labyrinth Path- "Sight"
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:
7.18 ACRES



NEIGHBORHOOD PARK 2

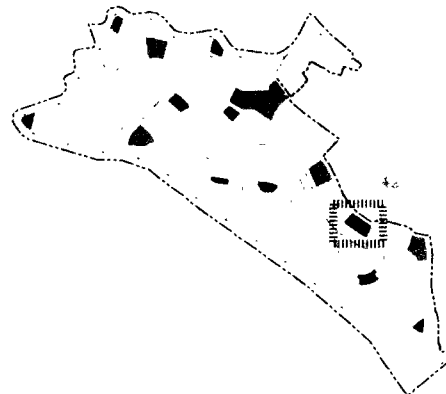


For illustrative purposes only

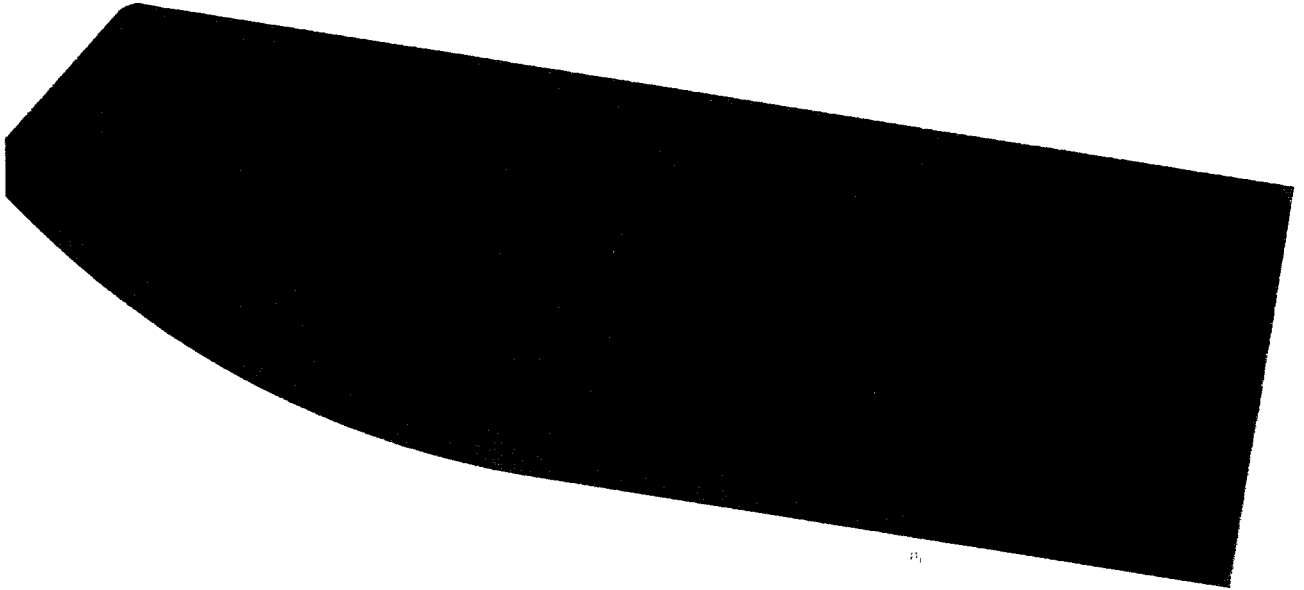
PARK AMENITIES

- Sensory Garden
- Agility Training
- Small and Large Dog Park
- Pet Wash Stations
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:
12.47 ACRES



NEIGHBORHOOD PARK 3

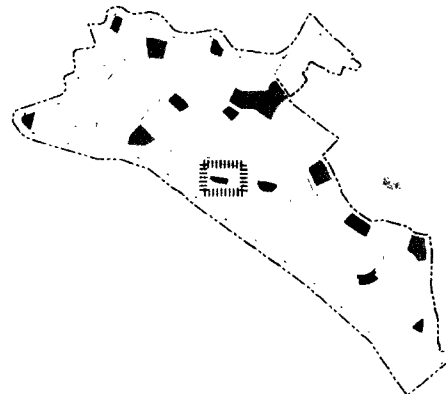


For illustrative purposes only

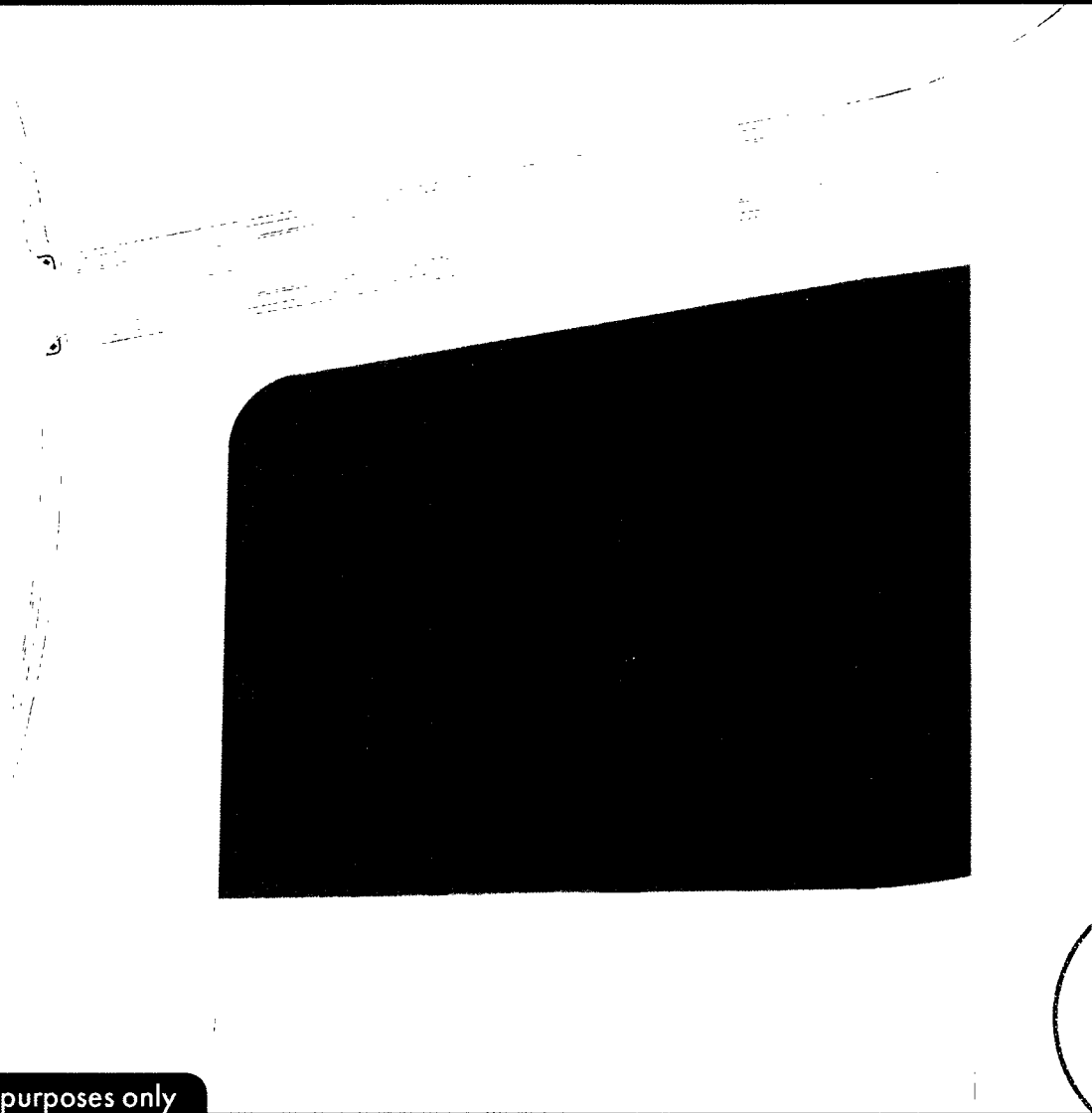
PARK AMENITIES

- Playground with Shade Sail
- Outdoor Adult Fitness Equipment
- Adult Strength Training
- (1) Soccer Field
- (1) Multi-purpose Field
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:
4.0 ACRES



NEIGHBORHOOD PARK 4

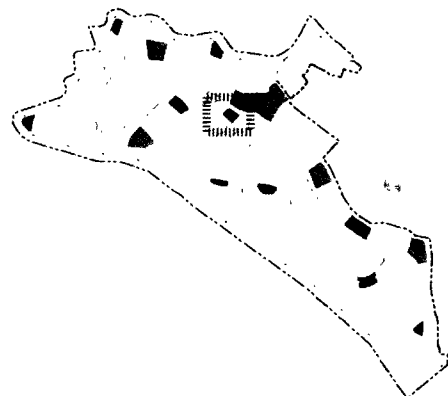


For illustrative purposes only

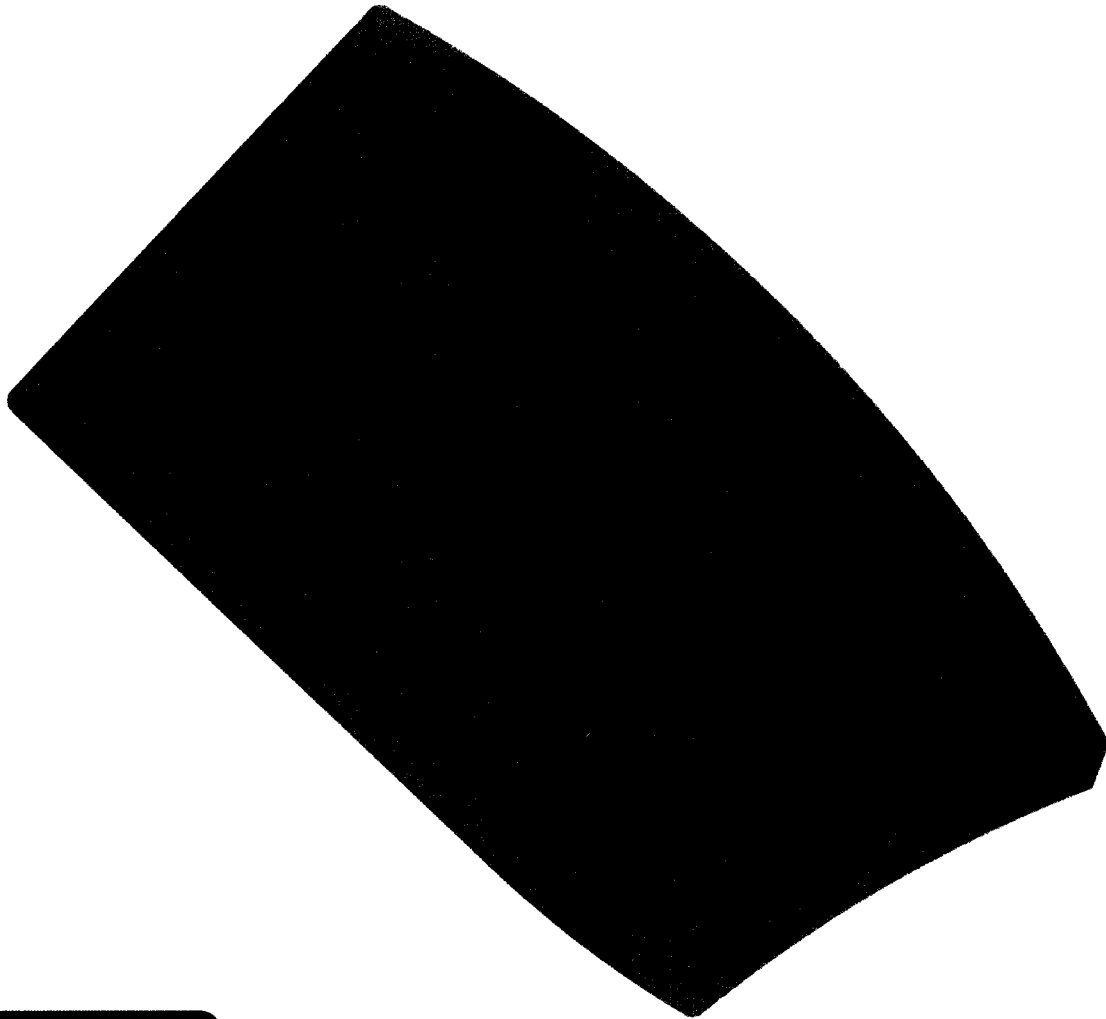
PARK AMENITIES

- (1) Soccer Field
- On-site Parking
- Outdoor Gathering / Performance Space
- Shaded Walkways

NEIGHBORHOOD PARK:
5.4 ACRES



NEIGHBORHOOD PARK 5

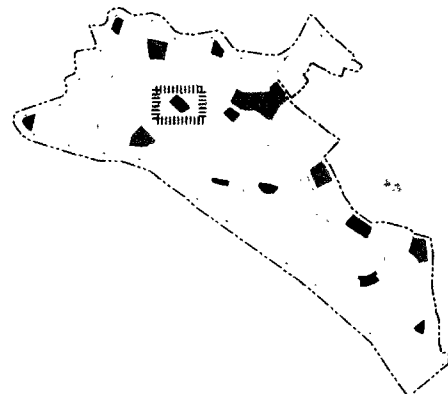


For illustrative purposes only

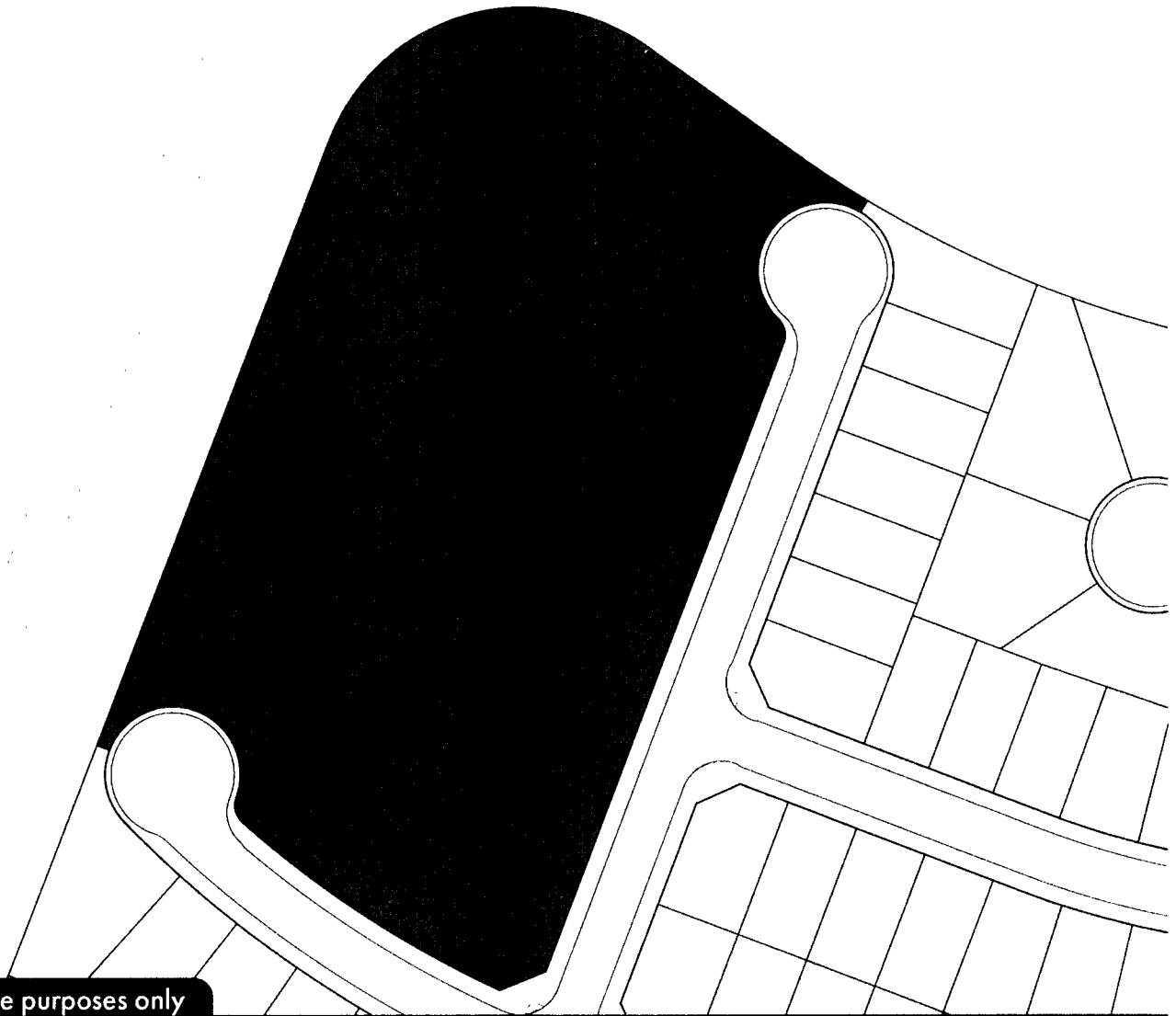
PARK AMENITIES

- (1) Basketball Court
- (2) Multi-Purpose Field
- Agility Training
- Small Dog Park
- Large Dog Park
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:
7.8 ACRES



NEIGHBORHOOD PARK 6

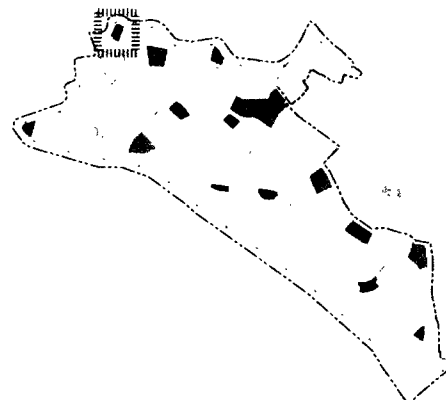


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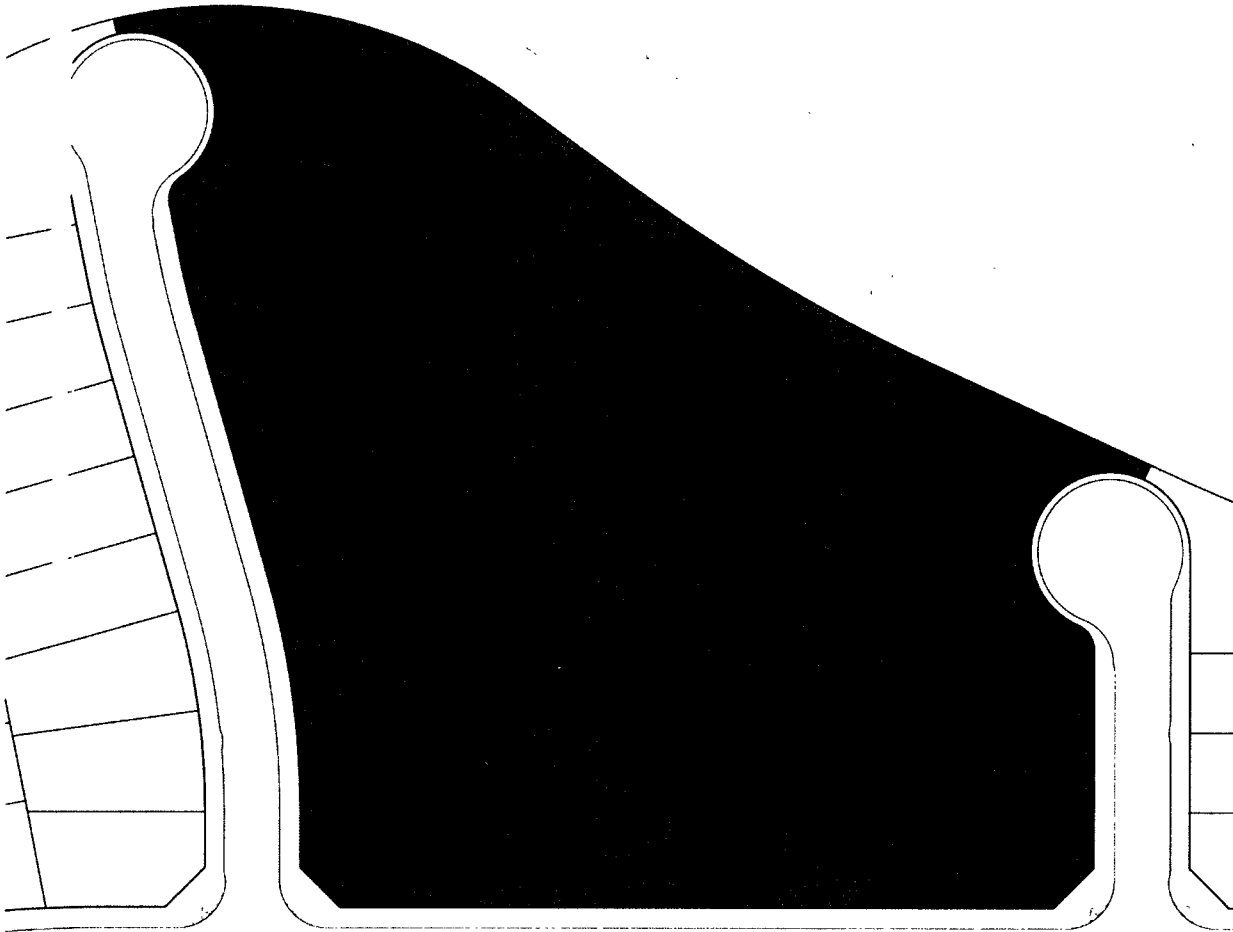
PARK AMENITIES

- (1) Basketball Courts
- (1) Multi use-court
- Sundial Feature
- Nature Walk
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Connection to Levee Trail
- Open Space

NEIGHBORHOOD PARK:
6.5 ACRES



NEIGHBORHOOD PARK 7

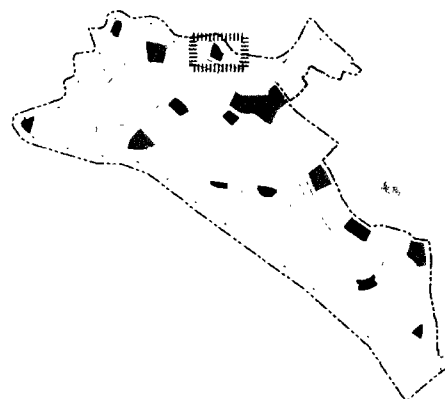


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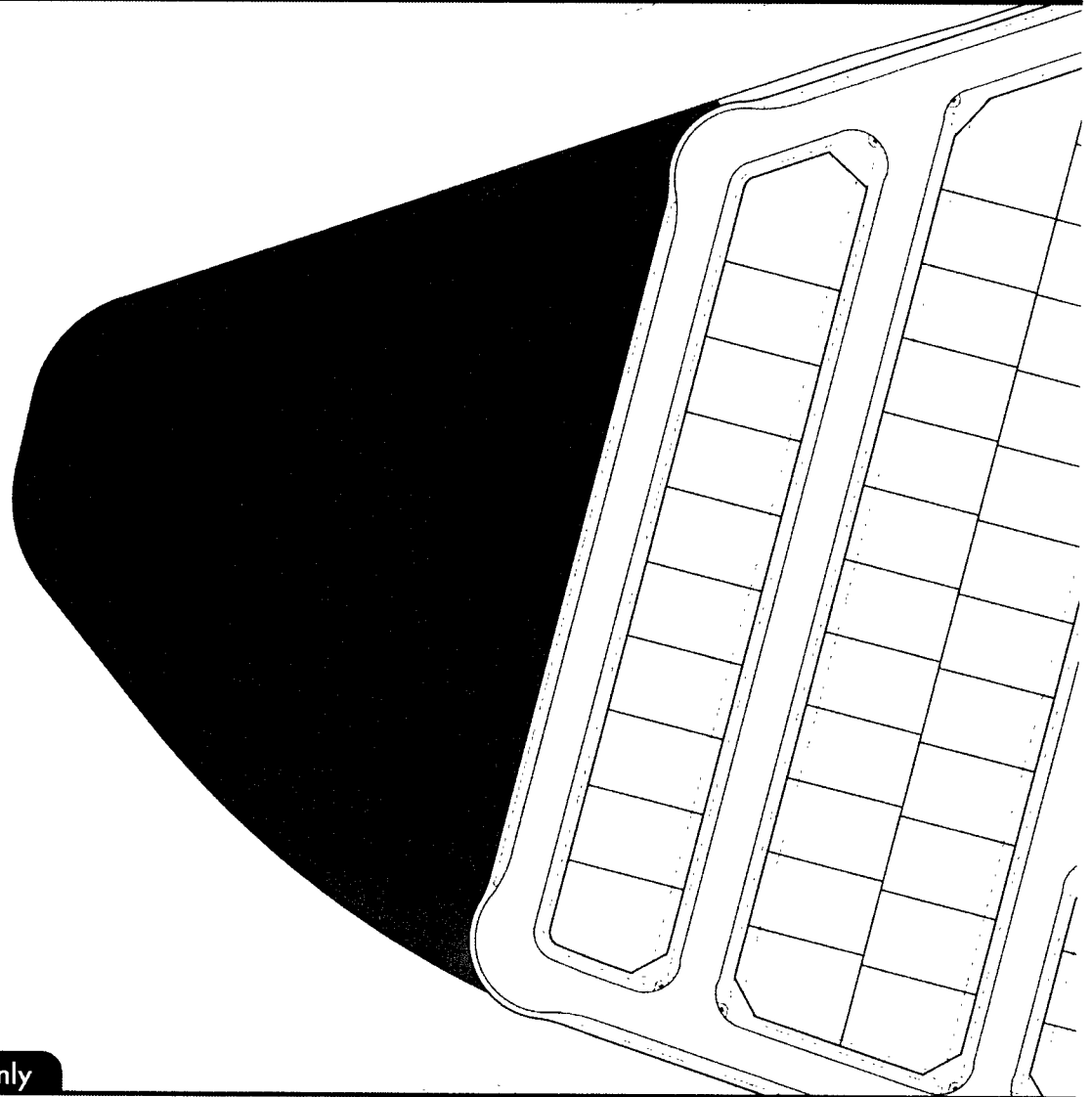
PARK AMENITIES

- Playground (2-5 years)
- Playground (5-12 years)
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Tree Grove
- Open Space

NEIGHBORHOOD PARK:
5.4 ACRES



NEIGHBORHOOD PARK 8

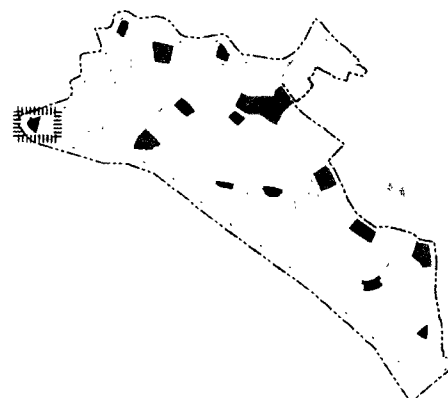


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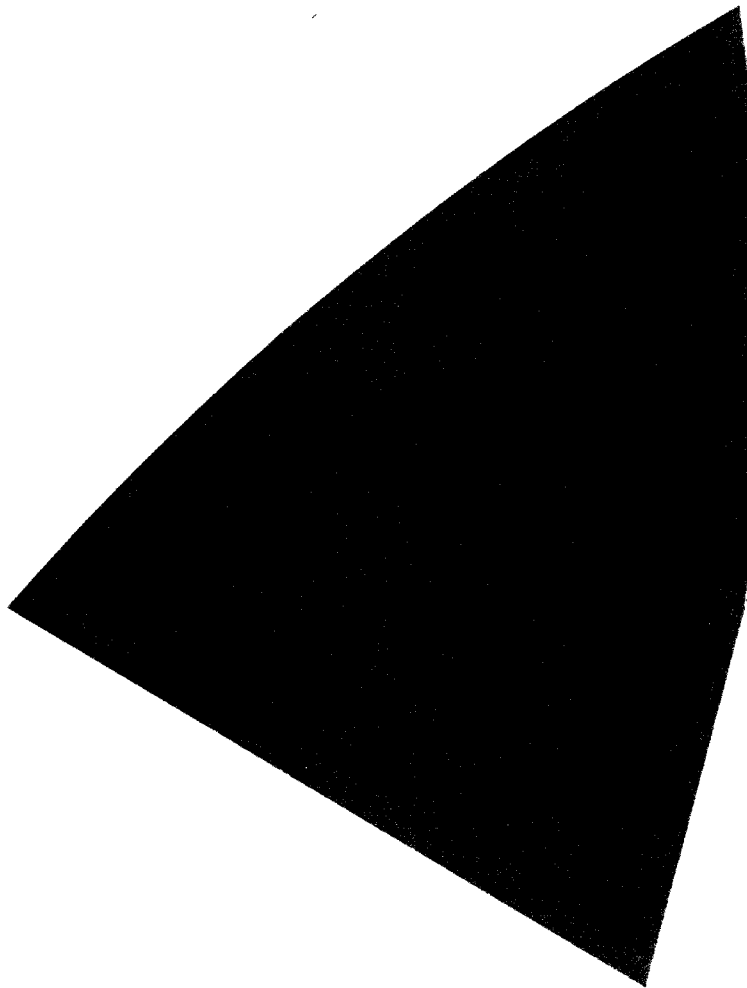
PARK AMENITIES

- (1) Adult Soccer Field
- (1) Multi-Purpose Field
- (1) Pickleball Court
- Playground
- Benches
- Shade Structure
- Picnic Tables
- BBQ
- Connection to Levee Trail
- Open Space

NEIGHBORHOOD PARK:
5.30 ACRES



NEIGHBORHOOD PARK 9

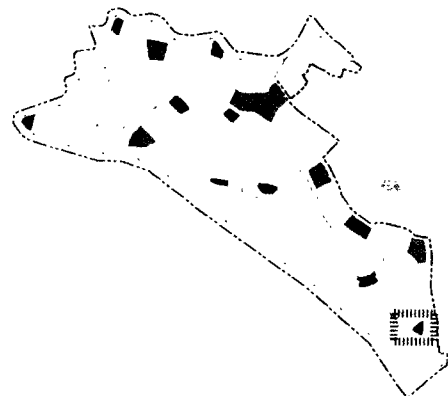


For illustrative purposes only

PARK AMENITIES

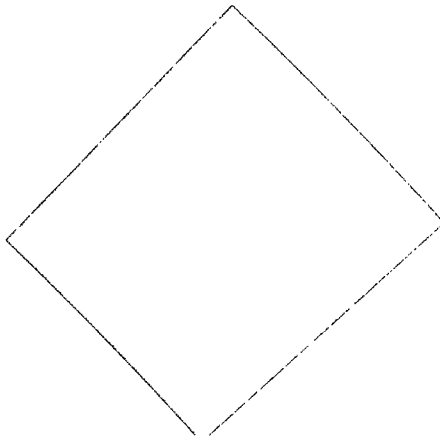
- Perimeter Walk
- Playground
- Benches
- Picnic Tables
- BBQ
- Open Space

NEIGHBORHOOD PARK:
4.0 ACRES

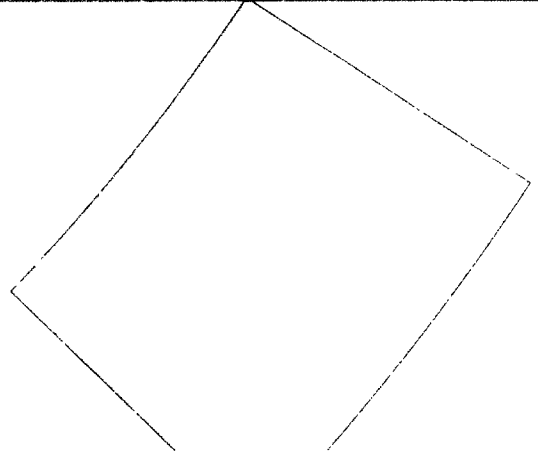


POCKET PARKS

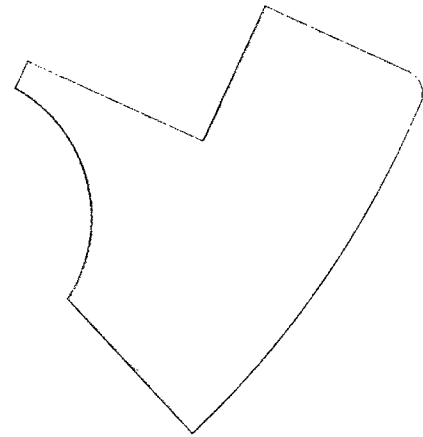
THROUGH BLOCK POCKET PARK



STREET ACCESS POCKET PARK



SMALL LOT LAKE ACCESS POCKET PARK



LARGE LAKE ACCESS OPEN SPACE POCKET PARK

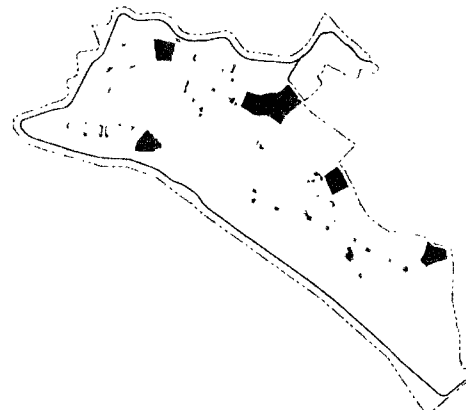
For illustrative purposes only

PARK AMENITIES

Pocket parks may include

- Access Paths
- Benches
- Picnic Tables
- Lake Access Docks
- Small Open Spaces

POCKET PARKS 1-37:
20.0 ACRES



LINEAR PARKS

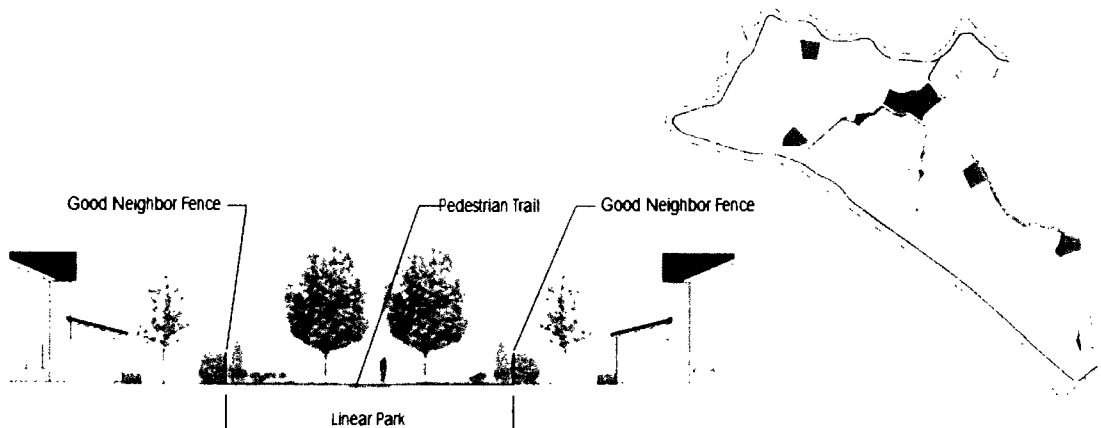


PARK AMENITIES

Linear parks may include:

- Access Paths
- All-Weather Trails
- Benches
- Picnic Tables
- Lake Access
- Interpretive Signage
- Small Open Spaces

LINEAR PARKS 1-10:
48.4 ACRES





**Community Development Department
Planning Division**

390 Towne Centre Drive– Lathrop, CA 95330
Phone (209) 941-7260 – Fax (209) 941-7268
www.ci.lathrop.ca.us

May 5, 2022

Susan Dell'Osso, Project Director
River Islands at Lathrop
73 W. Stewart Road
Lathrop, CA 95330

Subject: Findings of Substantial Conformance with Vesting Tentative Map 6716 for Proposed Lotting Amendments within the River Islands, Phase 2, Woodlands East District.

Dear Mrs. Dell'Osso:

The Community Development Department has completed its review of your request for a Finding of Substantial Conformance with the River Islands, Phase 2 Vesting Tentative Map (VTM) No. 6716 for the proposed lotting amendments illustrated on the Woodlands East District Lotting Summary Comparison map, and further detailed in the Woodlands East District Unit and Acreage Changes table (enclosed). My findings and support of your substantial conformance request are detailed below.

As noted in your substantial conformance request letter of April 22, 2022, condition of approval number 36 of the Phase 2, VTM No 6716, established specific findings required for the Community Development Director to administratively determine whether or not Final Maps are in substantial conformance with the Vesting Tentative Map. The condition states that:

The Final Map shall be in substantial conformance with the approved Vesting Tentative Map as determined by the Community Development Director. Deviations from the approved Vesting Tentative Map that are not considered in substantial conformance include but are not limited to the following:

- a) Changes to the proposed location of land uses not otherwise consistent with the adopted West Lathrop Specific Plan (WLSP) land use designation;*
- b) Changes to the proposed densities of a development area that are in excess of the density permitted for that specific area as designated in the WLSP;*
- c) Significant changes to the size and location of open space and recreation areas within a development area that would result in less open space and recreational areas compared to the amount required to satisfy that development area's Quimby Act requirements;*
- d) Significant modifications (such as to alignment or location) to major roadways, such as to major collector or arterial roads where a precise plan line has been adopted; Changes that would result in a new significant, adverse, unmitigated environmental impact, or a significant increase in any previously identified impact.*

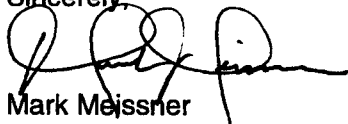
Administrative review and approval of the requested amendments for substantial conformance is provided for by Condition 36 above, and detailed in the following findings:

May 5, 2022

- Future final maps based on the proposed lotting amendments to VTM 6716 will remain consistent with the adopted WLSP land use designations. The most notable modification to the VTM is the increased size of Lake 14, necessitating the relocation of Neighborhood Park 7 immediately north and adjacent to the levee. These changes do not affect the designated land uses or require amendments to the WLSP, as schools, lakes, and parks are permitted uses in residential zones and are not designated by separate or unique land use designations.
- Future final maps based on the proposed lotting amendments to VTM 6716 will remain consistent with the adopted WLSP land use densities. None of the proposed modifications will substantially increase or decrease development densities, and none are in excess of the density otherwise permitted.
- The proposed changes to the size and location of Neighborhood Parks 6 & 7 are not significant in that the changes do not result in less recreational acreage and the parks remain in generally the same locations. More specifically, Neighborhood Park, N7 is relocated immediately north and adjacent to the levee from its current location, and increases in size from 5.12 to 5.4 acres. Neighborhood Park, N6 remains in the same location with an increase in acreage from 7.10 to 7.8 acres. Being larger and in the same general locations maintains Neighborhood Parks 6 & 7 Quimby Act acreage requirements and status and definition as Neighborhood Parks.
- There are no proposed changes in alignment or location of streets or street types; and therefore there are no changes in environmental conditions.
- Overall, the proposed lotting amendments do not create any new environmental impacts or increase the intensity of previously analyzed environmental impacts, and remain within the scope of the certified SEIR, requiring no further environmental review. .

Processing and approval of future final maps within the Phase 2, Woodlands East District as illustrated on the Woodlands East District Lotting Summary Comparison Map and at the densities and acreages provided for in the Woodlands East District Unit and Acreage Changes Table, are in substantial conformance with VTM 6716, and will continue to be subject to the existing conditions of approval for VTM 6716 as originally adopted. **This substantial conformance approval is contingent upon the provision of amended pages for each of the associated Phase 2 documents in order to formally document these actions, prior to final maps within the Woodlands East District.** We appreciate your continued coordination and assistance with staff on the development of your project. If you have any questions, please do not hesitate to contact me at (209) 941-7266.

Sincerely,



Mark Mejsner
Director of Community Development

Enclosure: Request Letter dated April 22, 2022

cc: Stephen Salvatore, City Manager
Ramon Batista, Director of Planning & Entitlements
Glenn Gebhardt, City Engineer
Michael King, Public Works Director
Rick Caguiat, Assistant Community Development Director
Brad Taylor, Land Development Manager
Todd Sebastian, Director of Parks, Recreation and Maintenance

April 22, 2022

Mr. Mark Meissner, Community Development Director
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Subject: Substantial Conformance Findings – Phase 2 Vesting Tentative Map No. 6716
(Woodlands East District of River Islands)

Dear Mark:

As a follow up to our March 8, 2022 and March 17, 2022 letters requesting substantial conformance of revised lotting patterns in Phase 2 of River Islands, we are providing this letter to finalize our request for the Woodlands East District and provide final exhibits as reviewed and commented upon by you and your staff.

Specifically, Exhibit "A" has been updated to reflect an updated lotting pattern that resolves the City's issues with additional roadway intersections at River Islands Parkway, the relocation of the neighborhood park within Village 4, the expansion of Lake 14 and other issues. We are also providing an updated Exhibit "B" that summarizes the final changes in acreage and numbers of dwelling units for the Woodlands East District. Exhibit "C" is a revised parks and parks service area exhibit that reflects the new neighborhood park location. We acknowledge that we must update the Phase 2 Master Parks Plan to reflect the changes proposed, including the 2.5 acres of parkland that may not be included with the various elementary school sites. However, Exhibit "C" still reflects the 2.5 acres of park at schools, since it is included in the existing, approved Phase 2 Master Parks Plan. We will be siting an additional neighborhood park in or near Woodlands and will provide details as to that park location with the proposed update/amendment to the Parks Plan.

In order to move forward with this administrative approval, the City will require that the none of the conditions listed in condition of approval 36 to VTM 6716 exist with regards to our proposal. I have provided a brief explanation below as per condition 36 (shown in red) that provide evidence that the findings for non-conformance will not be met:

36) *Substantial Conformance with Vesting Tentative Map. The Final Map shall be in substantial conformance with the approved Vesting Tentative Map as determined by the Community Development Director. Deviations from the approved Vesting Tentative Map that are not considered in substantial conformance include but are not limited to the following:*

a) *Changes to the proposed location of land uses not otherwise consistent with the adopted West Lathrop Specific Plan (WLSP) land use designations;*

The proposed layout changes are consistent with the land uses adopted with the WLSP. The relocated neighborhood park in the Woodlands District is a permitted use within the low-density residential land use designation in which it is located. As noted, an overlay of the proposed lotting and park location changes are shown in Exhibit "A" provided with this letter. In accordance with condition of approval

130, prior to the improvement plan approval or construction of any parks in the sub-planning area, a detailed site plan/design plan shall be reviewed and approved by the City Parks and Recreation Commission. Additionally, both the Woodlands East District NDP will reflect this new location and an amendment to the Phase 2 Parks Master Plan.

- b) *Changes to the proposed densities of a development area that are in excess of the density permitted for that specific area as designated in the WLSP;*

None of the proposed changes will result in an increase of residential unit densities that will exceed those permitted WLSP. Exhibit "B" to this letter illustrates the proposed unit and density changes.

- c) *Significant changes to the size and location of open space and recreation areas within a development area that would result in less open space and recreational areas compared to the amount required to satisfy that development area's Quimby Act requirements;*

The proposed changes will increase overall park acreage by 2.5 acres within Park N7 as shown on Exhibit "A". Further, the locational changes will not affect the City's service requirement of ¼ mile for neighborhood parks and ½ mile for community parks as shown on Exhibit "C." An update to the Phase 2 Master Parks Plan, along with a Neighborhood Development Plan (NDP) that contains all proposed changes to Quimby Act parks acreage will be required prior to the approval of the first final map in the Woodlands East District. The amended Parks Plan will also include an update to Exhibit "C" (as contained in the Parks Plan) to reflect an additional park within another planning District an the removal of 2.5 acres of parkland located at each of the K-8 schools within Woodlands East District.

- d) *Significant modifications (such as to alignment or location) to major roadways, such as to major collector or arterial roads where a precise plan line has been adopted; Changes that would result in a new significant, adverse, unmitigated environmental impact, or a significant increase in any previously identified impact.*

No significant modifications to alignment or location are proposed to any arterial or collector roads as originally proposed in the approved vesting tentative map, WLSP or any adopted precise plan line. No environmental impacts are identified as a result.

Please let us know if you have any questions regarding the information provided with this letter or if you require any additional information to make your determination. Please feel free to contact me at (209) 879-7900 or at sdelloso@riverislands.com.

Sincerely,



Susan Dell'Osso
President

cc: Glenn Gebhardt, City Engineer
Brad Taylor, Land Development Manager
Rick Caguiat, City of Lathrop Principal Planner
Trent Dedalt, Assistant Planner
David Niskanen, Contract Planner
Michael King, Public Works Director
Zach Jones, Parks and Recreation Director
Todd Sebastian, Superintendent of Parks, Recreation and Maintenance Services

Exhibits:

- A: Woodlands East Lotting Summary Comparison
- B: Residential Unit and Acreage Summary
- C: Park Locations and Service Areas ("Buffer Map")

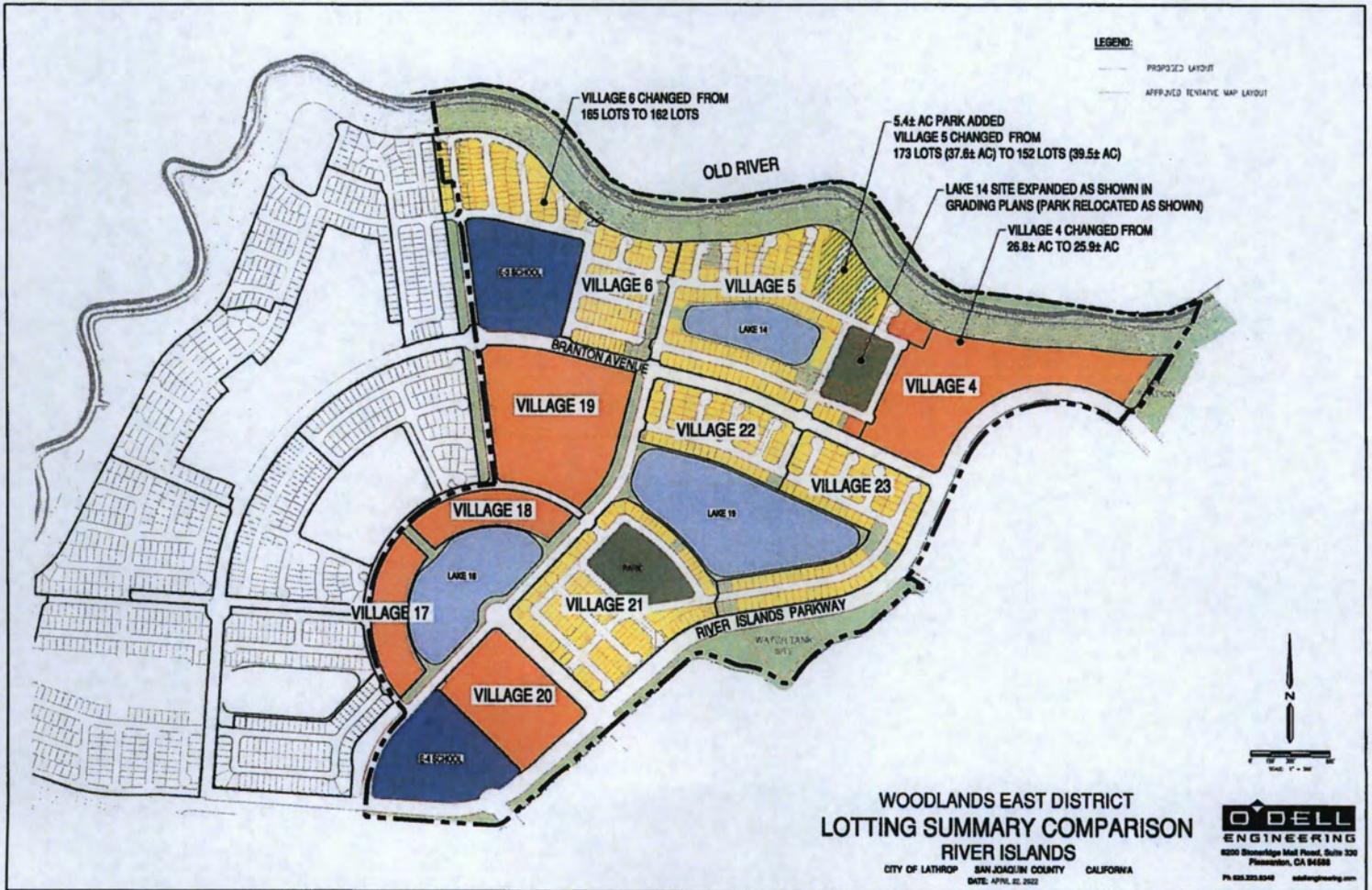


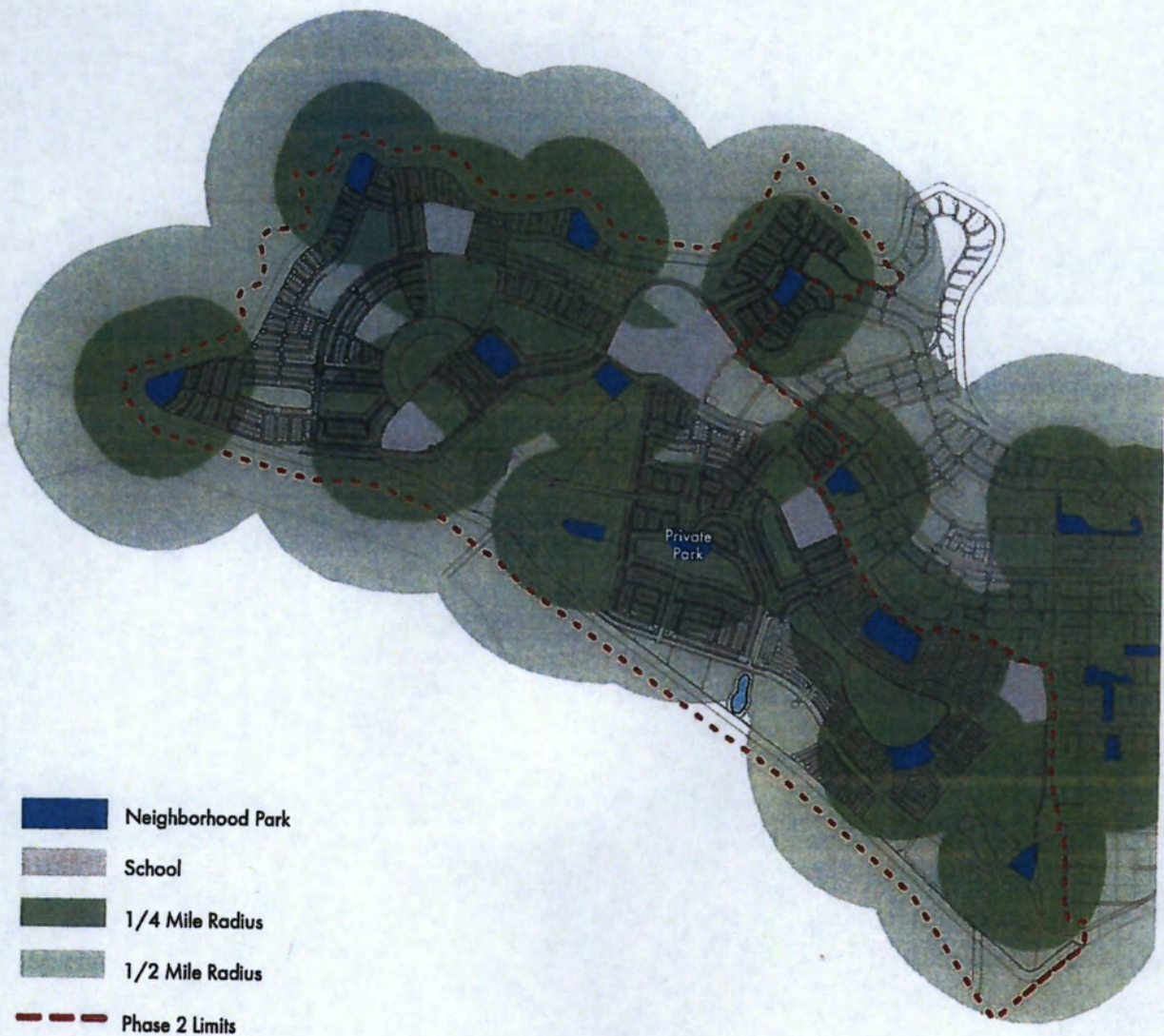
EXHIBIT B - WOODLANDS EAST DISTRICT UNIT AND ACREAGE CHANGES

Phase 2 Area	Lot Size	Lot Area	Acres	Revised Acres	Original Units Per Acre	Revised Units Per Acre	Units	Revised Units	Land Use
VILLAGE 4	SFD Cluster		26.8	25.9	10.0	10.3	268	268	RM-RI
VILLAGE 5	50x100	5,000	31.7	30.9	5.0	4.9	159	152	RL-RI
VILLAGE 6	42x100	4,200	28.7	30.3	5.4	5.3	154	162	RL-RI
VILLAGE 17	Condos		7.7	7.7	18.1	18.1	139	139	RM-RI
VILLAGE 18	Condos		7.6	7.6	18.0	18.0	137	137	RM-RI
VILLAGE 19	SFD Cluster		24.9	24.9	10.0	10.0	249	249	RM-RI
VILLAGE 20	SFD Cluster		13.2	13.2	10.0	10.0	132	132	RM-RI
VILLAGE 21	42x100	4,200	24.0	22.4	5.8	5.9	139	133	RL-RI
VILLAGE 22	55x100	5,500	13.1	12.8	4.7	4.8	62	62	RL-RI
VILLAGE 23	55x100	5,500	19.3	19.6	5.3	5.4	102	105	RL-RI
WOODLANDS EAST TOTALS			197.0	195.3	7.8	7.9	1,541	1,539	

WLSP Density Category	Units/ Acre
Low Density Residential	3-9
Medium Density Residential	6-20
High Density Residential	15-40

Areas	Acres
Lake 14	11.6
Lake 18	14.3
Lake 19	22.7
New Park @ Village 5	5.4
Park @ Village 21	7.8
E-3 School	15
E-4 School	14.6

EXHIBIT C - NEIGHBORHOOD PARK SERVICE AREA MAP



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ITEM 5.1

CITY MANAGER'S REPORT AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE USE OF AN AUTOMATED ENFORCEMENT SYSTEM IN THE CITY OF LATHROP PURSUANT TO SECTION 21455 OF THE CALIFORNIA VEHICLE CODE

RECOMMENDATION: City Council to Consider the Following:

- 1. Hold a Public Hearing; and**
- 2. Public Hearing (Published Notice) to Consider the Use of an Automated Enforcement System in the City of Lathrop Pursuant to Section 21455 of the California Vehicle Code**

SUMMARY:

Automated traffic enforcement refers to the use of automated cameras at intersections to enforce red light violations (Traffic Cameras). The Insurance Institute for Highway Safety found that the use of Traffic Cameras reduced red light violations by 40% at the intersection where they were installed. Additionally, the fatal collision rate caused by red lights violations was reduced by 24% throughout cities that used Traffic Cameras. There are potential safety benefits at all intersections in the City if Traffic Cameras are installed even at only a single intersection.

Staff reviewed several intersections in the City to determine the most effective locations for installation of the proposed Traffic Cameras. The preferred locations for installation of Traffic cameras, include the intersections of River Islands Parkway and Somerston Parkway, Louise Avenue and Harlan Road, and Lathrop Road and Harlan Road.

Section 21455.6 of the California Vehicle Code (CVC) requires City Council to conduct a public hearing on the proposed use of Traffic Cameras prior to authorizing the City to enter into a contract for the use of the system. If Council decides to proceed with utilizing Traffic Cameras in the City of Lathrop, staff will issue a Request for Proposals (RFP) to solicit vendors for the installation and management of the system.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, approve the use of automated traffic enforcement in the City of Lathrop as well as direct staff to issue an RFP to solicit vendors for the installation and management of the system.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE USE OF AN AUTOMATED ENFORCEMENT SYSTEM IN THE CITY OF LATHROP****BACKGROUND:**

Automated traffic enforcement refers to the use of Traffic Cameras at intersections to enforce red light violations.

The Insurance Institute for Highway Safety found that the use of Traffic Cameras reduced red light violations by 40% at the intersections where they were installed. Additionally, the fatal collision rate caused by red light violations was reduced by 24% throughout cities that used Traffic Cameras. There are potential safety benefits at all intersections in the City if Traffic Cameras are located even at only a single intersection.

Staff reviewed several intersections in the City to determine the most effective locations for the installation of the Traffic Cameras. The preferred locations for installation of Traffic Cameras, include the intersections of River Islands Parkway and Somerston Parkway, Louise Avenue and Harlan Road, and Lathrop Road and Harlan Road.

Traffic Camera systems are typically installed, managed and maintained by a contractor. Section 21455 of the CVC sets clear requirements and restrictions for Traffic Camera contractors to protect the public and City. Some of the requirements and restrictions include:

1. Signs identifying the use of automated traffic enforcement shall be installed 200 feet prior to any intersection with Traffic Cameras installed
2. Public notice and warning citations only for 30 days after installation
3. No access to or manipulation of traffic signal timing
4. All records and information is confidential
5. Payment to the contractor shall not be based on the number of citations generated or related to revenue from the system
6. Contractor shall provide statistical reports to the Judicial Council

Once a violation is recorded by the automated system, the contractor will review and provide a summary to the Lathrop Police Department for verification of the violation. If verified, the contractor will issue the citation to the driver and the fine is paid directly to the Superior Court of California – County of San Joaquin. A portion of the funds will be routed to the City and a set monthly fee is paid to the contractor. The monthly fee does not change and the City will only pay what is collected in revenue from violations up to the monthly fee; excess revenue can be utilized at the City's discretion.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, approve the use of automated traffic enforcement in the City of Lathrop as well as direct staff to issue an RFP to solicit vendors for the installation and management of the system.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

**PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE USE OF AN
AUTOMATED ENFORCEMENT SYSTEM IN THE CITY OF LATHROP**

REASON FOR RECOMMENDATION:

Traffic Cameras will increase the safety of motorists, bicycles and pedestrians at specific intersections as well as the entire City.

Therefore, staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, approve the use of automated traffic enforcement in the City of Lathrop as well as direct staff to issue an RFP to solicit vendors for the installation and management of the system.


FISCAL IMPACT:

There is no fiscal impact associated with this item at this time.

AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING

PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE USE OF AN AUTOMATED ENFORCEMENT SYSTEM IN THE CITY OF LATHROP

APPROVALS:



Brad Taylor
City Engineer

8/3/2023
Date



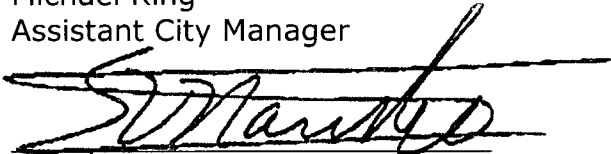
Cari James
Director of Finance

8/1/23
Date



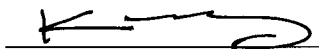
Michael King
Assistant City Manager

8.4.2023
Date



Salvador Navarrete
City Attorney

8/3/2023
Date

 FOR

Stephen J. Salvatore
City Manager

8-7-2023
Date

ITEM: ESTABLISH DROUGHT TOLERANT LANDSCAPING GRANT GUIDELINES

RECOMMENDATION: Council to Consider Adopting a Resolution to Establish Drought Tolerant Landscaping Grant Program Guidelines for Residential Properties in the City of Lathrop

SUMMARY:

On January 23, 2023 the City Council held a Special Meeting to discuss potential projects utilizing the American Rescue Plan Act (ARPA) funds. An income-based drought tolerant landscaping grant was presented as a potential use of ARPA funds and staff was directed to allocate funds and establish the program guidelines. The funding was allocated during the midyear budget process and the Capital Improvement Project (CIP) GG 23-17 was created when the biennial CIP budget was adopted by Council on June 12, 2023.

The drought tolerant landscaping grant will provide income qualified Lathrop residents with up to \$1,000 in assistance to improve their front yard landscaping with drought tolerant landscaping materials. The design submitted will need to comply with Lathrop Municipal Code Section: 17.92.020.

Converting yards into drought-resistant landscapes is one of the most effective steps residents can take to save water and modernize their home. Motivating Council's direction is the ongoing drought state of emergency, Governor Newsom's call for voluntary reductions and the boom-bust water cycle residents face. Residents who utilize drought tolerant materials for front yard landscaping conversions to water-wise gardens can ensure that their investment will thrive in California's dry summer climate and during a drought. While the winter and spring wet season did improve drought conditions across parts of the State, the proposed drought tolerant landscaping guidelines provide a long-term sustainable solution for future unforeseen drought conditions.

BACKGROUND:

The intent of the drought tolerant landscape grant is to provide assistance to residents by incentivizing the conversion of landscaping to water-wise drought tolerant gardens. Residents gain by creating attractive, low maintenance front yard landscaping that will thrive in California's dry summer climate and during a drought. The program benefits will help residents by providing assistance to convert their landscaping to drought tolerant materials. This will also provide long term benefits by lowering their water bill by conserving water when existing landscaping is converted. Drought tolerant plant conversions not only require 75% less water than traditional turf grass lawns but they can be a beautiful habitat for native wildlife.

On January 23, 2023 the City Council held a Special Meeting to discuss American Rescue Plan Act (ARPA) fund projects. An income-based drought tolerant landscaping grant was presented as a potential use of ARPA funds and staff was directed to allocate funds and establish the program guidelines. The funding was allocated during the midyear budget process and the Capital Improvement Project (CIP) GG 23-17 was created when the biennial CIP budget was adopted by Council on June 12, 2023. The design submitted will need to comply with Lathrop Municipal Code (LMC) Section: 17.92.020. To meet these requirements, at least thirty-five percent (35%) of the front yard and street-side yard shall be landscaped consisting of living plant materials including, but not limited to, trees, shrubs, groundcover, natural turf, flowers, and vines. All front yards must contain in addition to other landscaping, a minimum of one tree planted in accordance with Section 17.92.100 and in conformance with the approved tree schedule and criteria as provided in Section 17.92.090. Corner lots shall include a minimum of one tree for each street frontage.

Participating residents must submit a complete application and provide a W-9. Applicants will not be required to pay any fees.

Guidelines:

To qualify and receive a grant award through the Drought Tolerant Grant Program, applicants must meet the following requirements:

1. The property must receive water utility service from the City of Lathrop and the applicant must have an active water account in good standing with the City.
2. The design submitted will need to comply with Lathrop Municipal Code (LMC) Section: 17.92.020 (Community Development Department will confirm at time of application.) An encroachment permit may also be required by the Public Works Department for any work performed within the right-of-way.
3. At time of application a site plan/ sketch drawing of your proposed project must accompany application, including measurements of area to be improved, along with an itemized plant list.
4. All residents are eligible for \$0.50 per square foot improved to drought tolerant landscaping; up to a max grant award of \$500. Income qualified residents who meet eligibility requirements of household incomes less than or equal to 400% of the federal poverty level are eligible for an increased rebate of \$1.00 per square foot improved; up to a max grant award of \$1,000.
5. Projects installed as part of new construction or new development are **NOT** eligible for the grant.
6. The property owner must sign the application form for the drought tolerant landscaping project.
7. In compliance with the Internal Revenue Service (IRS), a completed Form W-9 is required.

8. All projects must have a pre-inspection completed and receive post-inspection signoff prior to payment. Do not start the landscape project until after a pre-inspection site visit.
9. The rebate check will be issued to the applicant unless prior written permission has been provided by the property owner.
10. Work must take place within 90 days after application approval. If post-inspection or request for extension is not completed within 90 days, money allocated for the customer’s project will be redirected back into available funds and another grant award. Upon written request, one 30-day extension will be given, but, must be requested prior to expiration.
11. This program would not be retroactive and would not apply to projects already underway or completed prior to application signoff.

The maximum drought tolerant landscaping grant was set at \$500 (\$0.50 per square foot) per household, while residents who meet certain income qualifications will be eligible for up to \$1,000 (\$1.00 per square foot) per household. The grant award will be calculated as a formula of square foot of landscaping converted/ improved with a maximum multiplier of 1,000 square feet. Applicants can improve an area greater than 1,000 square feet, but, for grant award purposes the formula will cap at a maximum of 1,000 square feet.

Income Qualification Guidelines:

Residents with household incomes less than or equal to 400% of the federal poverty level are eligible for an increased grant award. This income level was chosen to mirror eligibility for similar grant programs. The option to apply for an increased grant award is on the application and based on the income information that the applicant provides. For the purposes of income verification, a household includes all family members or other unrelated persons, including the applicant, who reside together and/or share common living expenses. Income verification is completed for all members of the household ages 18 years and older.

The table below lists the increased grant award household income limits. These limits are based on 400% of the 2023 Federal Poverty Level. For example, a family of 3 with a combined household income of less than \$99,440 would qualify for the income qualified grant amount.

Household size	Combined Household income must be less than*;
1	\$58,320
2	\$78,880
3	\$99,440
4	\$120,000
5	\$140,560
6	\$161,120
7	\$181,680
8	\$202,240

*These values are equal to 400% of the 2023 Federal Poverty Level Guidelines

Funding for the drought tolerant landscaping grant program will be available on a first-come, first-serve basis until all budgeted funds have been exhausted.

Plant List Guidelines:

Further guidelines include the applicant providing a list of plants that they will be using at time of design submittal. A list of drought tolerant plants can be obtained free of charge through the U.C. Davis, Arboretum All-Stars program. The Arboretum All-Stars program is a joint project of the U.C. Davis Arboretum and the California Center for Urban Horticulture (CCUH) in collaboration with other partners throughout the state. Together they are working to help home gardeners, make eco-friendly plant choices that will enhance the beauty and sustainability of their landscape. The list of drought tolerant plants on the Arboretum All-Stars list can be accessed via <https://arboretum.ucdavis.edu/arboretum-all-stars>. Residents are encouraged to take advantage of this free resource when planning their design.

RECOMMENDATION:

Staff recommends that the City Council consider the proposed program details and application form (Attachment B) which offers up to \$1.00 per square foot to convert/improve eligible landscaping areas, with a total maximum rebate of \$1,000 per income qualified residential customer. The proposed program would include an application review and design submittal to determine the square footage of the proposed drought tolerant landscaping area. Once the resident completes the project, a post-inspection occurs to verify the new condition of the yard and to finalize the square footage of the replacement. Once staff completes the post-inspection at the residence, staff would send a reimbursement check to the customer through the Finance Department for the amount determined during the initial application. The proposed program has a funding cap of \$61,582.

FISCAL IMPACT:

Staff time to review and verify eligibility of applicants, dispense financial grant awards, and to monitor and manage the drought tolerant landscaping grant program will be absorbed in the Council approved operating budget of each Department involved. The funding was allocated during the midyear budget process and the Capital Improvement Project (CIP) GG 23-17 was created when the biennial CIP budget was adopted by Council on June 12, 2023. The proposed program has a funding cap of \$61,582 which has been funded through the use of ARPA funds.

ATTACHMENTS:

- A. Resolution to Establish Drought Tolerant Landscaping Grant Program Guidelines
- B. Application for Drought Tolerant Landscaping Grant Program Including; Income Guidelines, Eligibility, and Requirements

CITY MANAGER'S REPORT **Page | 5**
AUGUST 14, 2023 CITY COUNCIL REGULAR MEETING
ESTABLISH DROUGHT TOLERANT LANDSCAPING GRANT GUIDELINES

APPROVALS:



Thomas Hedegard
Deputy City Manager

7/27/2023

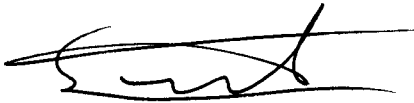
Date



Rick Cagulat
Director of Community Development

7/27/23

Date



Salvador Navarrete
City Attorney

7.27.2023

Date



Stephen J. Salvatore
City Manager

8.3.23

Date

RESOLUTION NO. 23 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP
ESTABLISHING DROUGHT TOLERANT LANDSCAPING GRANT PROGRAM
GUIDELINES FOR RESIDENTIAL PROPERTIES IN THE CITY OF LATHROP**

WHEREAS, on January 23, 2023 the City Council held a Special Meeting to discuss potential projects utilizing the American Rescue Plan Act (ARPA) funds. An income-based drought tolerant landscaping grant was presented as a potential use of ARPA funds and staff was directed to allocate funds and establish the program guidelines; and

WHEREAS, the funding was allocated during the midyear budget process and the Capital Improvement Project (CIP) GG 23-17 was created when the biennial CIP budget was adopted by Council on June 12, 2023; and

WHEREAS, converting residential yards into drought-resistant landscapes is one of the most effective steps residents can take to save water and modernize their home; and

WHEREAS, to qualify and receive a grant award through the Drought Tolerant Grant Program, applicants must meet the following requirements:

1. The property must receive water utility service from the City of Lathrop and the applicant must have an active water account in good standing with the City.
2. The design submitted will need to comply with Lathrop Municipal Code (LMC) Section: 17.92.020 (Community Development Department will confirm at time of application.) An encroachment permit may also be required by the Public Works Department for any work performed within the right-of-way.
3. At time of application a site plan/ sketch drawing of your proposed project must accompany application, including measurements of area to be improved, along with an itemized plant list.
4. All residents are eligible for \$0.50 per square foot improved to drought tolerant landscaping; up to a max grant award of \$500. Income qualified residents who meet eligibility requirements of household incomes less than or equal to 400% of the federal poverty level are eligible for an increased rebate of \$1.00 per square foot improved; up to a max grant award of \$1,000.
5. Projects installed as part of new construction or new development are **NOT** eligible for the grant.
6. The property owner must sign the application form for the drought tolerant landscaping project.
7. In compliance with the Internal Revenue Service (IRS), a completed Form W-9 is required.
8. All projects must have a pre-inspection completed and receive post-inspection signoff prior to payment. Do not start the landscape project until after a pre-inspection site visit.

9. The rebate check will be issued to the applicant unless prior written permission has been provided by the property owner.
10. Work must take place within 90 days after application approval. If post-inspection or request for extension is not completed within 90 days, money allocated for the customer's project will be redirected back into available funds and another grant award. Upon written request, one 30-day extension will be given, but, must be requested prior to expiration.
11. This program would not be retroactive and would not apply to projects already underway or completed prior to application signoff; and

WHEREAS, the grant award will be calculated as a formula of square foot of landscaping converted/ improved with a maximum multiplier of 1,000 square feet. Applicants can improve an area greater than 1,000 square feet, but, for grant award purposes the formula will cap at a maximum of 1,000 square feet; and

WHEREAS, the proposed program has a funding cap of \$61,582 and funding for the drought tolerant landscaping grant program will be available on a first-come, first-serve basis until all budgeted funds have been exhausted; and

WHEREAS, a list of drought tolerant plants can be obtained free of charge through the U.C. Davis, Arboretum All-Stars program. Residents are encouraged to take advantage of this free resource when planning their design.

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby establish the Drought Tolerant Landscaping Grant Program guidelines as listed above; for residential properties in the City of Lathrop.

The foregoing resolution was passed and adopted this 14th day of August 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

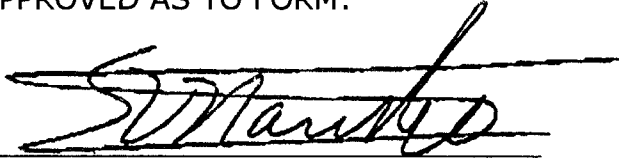
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

ATTACHMENT " B "



Drought Tolerant Landscaping Grant Application

(Funding is limited and on a first-come, first served basis)

This program requires a pre-installation site visit and a post-installation inspection by a City of Lathrop employee. Please read the program guidelines on the back of this application and complete this page.

Application:

Name: _____ Date: _____

Address: _____ Utility Account #: _____

E-Mail: _____ Phone #: _____

Hired Landscaper Information (If Applicable):

Completed Form W-9:	Yes / No (Circle One)	Design Submitted with Site Plan/ Sketch Drawing and Plant List:
Income Qualified:	Yes / No (Circle One)	Yes / No (Circle One)
Prior Year Taxes:(for verification)	Yes / No (Circle One)	

Total Area of Project Site: (square feet)	Total Grant Award Requested*
_____ ft ² X (\$.50 or \$1.00) =	\$ _____
Max 1,000	

*Maximum rebate \$500 for residential customers and \$1,000 for income qualified residential customers

By submitting this application, you agree to the following:

I, the undersigned, understand that this is a limited, first-come/first-served, one-time program, that grant awards are given only for projects for which applications are approved in advance of installation, and that City of Lathrop is entitled to deny any application that does not meet program requirements. I have voluntarily determined to participate in the City of Lathrop's Drought Tolerant Landscaping Grant Program. I have independently selected materials, supplies and labor for the purpose of performing the installation. I agree that all work performed will comply with applicable municipal codes, ordinances and regulations. I agree that the City of Lathrop may visit the premises and verify existing conditions and that the work has been performed. By virtue of these inspections, I understand that the City of Lathrop makes no determination with respect to whether materials and equipment are free of defects, the quality of the workmanship, or the suitability of the premises or the materials or equipment for the installation. I also understand that the installation of irrigation equipment and landscape materials may not result in lower water bills. If this Application is approved by the City of Lathrop and the work proceeds, I agree to defend, indemnify and hold harmless the City of Lathrop, its directors, officers, agents and employees against any and all loss, liability, expense, claims, suits and damages, including attorneys' fees, arising out of or resulting from the installation of irrigation equipment and landscape materials. I agree to a pre- and/or post-installation inspection, upon request.

Signature of Applicant: _____

Official Use Only:

Approved: _____ Denied: _____ Date: _____ Number of ft²: _____ Grant Amount: _____
(Staff Initial)

Drought Tolerant Landscaping Grant Guidelines

Guidelines: To qualify and receive a grant award through the Drought Tolerant Grant Program, applicants must meet the following requirements:

1. The property must receive water utility service from the City of Lathrop and the applicant must have an active water account in good standing with the City.
2. The design submitted will need to comply with Lathrop Municipal Code (LMC) Section: 17.92.020 (Community Development Department will confirm at time of application.) An encroachment permit may also be required by the Public Works Department for any work performed within the right-of-way.
3. At time of application a site plan/ sketch drawing of your proposed project must accompany application, including measurements of area to be improved, along with an itemized plant list.
4. All residents are eligible for \$0.50 per square foot improved to drought tolerant landscaping; up to a max grant award of \$500. Income qualified residents who meet eligibility requirements of household incomes less than or equal to 400% of the federal poverty level are eligible for an increased rebate of \$1.00 per square foot improved; up to a max grant award of \$1,000.
5. Projects installed as part of new construction or new development are **NOT** eligible for the grant.
6. The property owner must sign the application form for the drought tolerant landscaping project.
7. In compliance with the Internal Revenue Service (IRS), a completed Form W-9 is required.
8. All projects must have a pre-inspection completed and receive post-inspection signoff prior to payment. Do not start the landscape project until after a pre-inspection site visit.
9. The rebate check will be issued to the applicant unless prior written permission has been provided by the property owner.
10. Work must take place within 90 days after application approval. If post-inspection or request for extension is not completed within 90 days, money allocated for the customer's project will be redirected back into available funds and another grant award. Upon written request, one 30-day extension will be given, but, must be requested prior to expiration.
11. This program would not be retroactive and would not apply to projects already underway or completed prior to application signoff.

Increased Grant Award Guidelines: Residents with household incomes less than or equal to 400% of the federal poverty level are eligible for an increased income qualified grant award. The table below lists the increased grant award household income limits.

Household Size	Combined Household Income Must Be Less Than*;
1	\$58,320
2	\$78,880
3	\$99,440
4	\$120,000
5	\$140,560
6	\$161,120
7	\$181,680
8	\$202,240

For households with more than 8 persons, add \$20,560 for each additional person. *These values are equal to 400% of the 2023 Federal Poverty Level Guidelines

Plant List Guidelines: Applicant must provide a list of plants that they will be using at time of design submittal. A list of drought tolerant plants can be obtained free of charge through the U.C. Davis, Arboretum All-Stars program. The list can be accessed via <https://arboretum.ucdavis.edu/arboretum-all-stars>. Residents are encouraged to take advantage of this free resource when planning their design.