

December 11, 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 and Recreation
Director
Stephen Sealy, Interim 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.



December 11, 2023 – Regular Meeting Agenda – 7:00 p.m.

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/1607470254?pwd=b0VOTjZ6NXM3czNMUGh6WTN6R1lIQTO9>

- ✚ 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: 160 747 0254 / Passcode: 674673
- ✚ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at website_cco@ci.lathrop.ca.us or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

Addressing the Council

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

Citizen's Forum

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

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

General Information

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

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

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



**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, DECEMBER 11, 2023
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

AGENDA

PLEASE NOTE: There will be a Closed Session commencing at 6:45 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS: Pursuant to Government Code Section 54956.8
Property Address: APN 192-040-57 & 192-040-56 (Addresses Not Available)
Agency Negotiator: Stephen J. Salvatore, City Manager
Negotiating Parties: Ashraf H. Ali
Under Negotiations: Price and Terms of Payment

RECONVENE

1.2.2 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

1.4 INVOCATION

1.5 PLEDGE OF ALLEGIANCE

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 PRESENTATION TO PROVIDE AN UPDATE ON THE VALLEY LINK RAIL PROJECT

- 2.2 PRESENTATION TO PROVIDE UPDATES ASSOCIATED WITH CAMERA SYSTEMS FOR CITY PARKS, CIP GG 22-35 AND TRAFFIC TECHNOLOGY, CIP PS 23-01

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 SECOND READING AND ADOPTION OF ORDINANCE 23-451 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.08, SECTION 2.08.010 TITLED "CITY MANAGER", OF THE LATHROP MUNICIPAL CODE, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF

Waive Full Reading and Adopt Ordinance 23-451 Amending Title 2, Chapter 2.08, Section 2.08.010 Titled "City Manager", Of The Lathrop Municipal Code, To Modify Authority To Appoint And Remove The Police Chief

4.3 SECOND READING AND ADOPTION OF ORDINANCE 23-452 OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CENTRAL LATHROP SPECIFIC PLAN (CLSP) PHASE 2 AMENDMENT AND CODE TEXT AMENDMENT TO MODIFY CHAPTER 17.62, CENTRAL LATHROP ZONING DISTRICTS TO ADD ARTICLE 6, IL-CL: LIMITED INDUSTRIAL ZONING DISTRICTS AND MODIFY SECTION 17.62.120 B OF THE LATHROP MUNICIPAL CODE (TA-23-104)

Waive Full Reading and Adopt Ordinance 23-452 Approving The Central Lathrop Specific Plan (CLSP) Phase 2 Amendment And Code Text Amendment To Modify Chapter 17.62, Central Lathrop Zoning Districts To Add Article 6, IL-CL: Limited Industrial Zoning Districts And Modify Section 17.62.120 B Of The Lathrop Municipal Code (TA-23-104)

- 4.4 AMENDMENT NO. 5 TO THE CITY MANAGER EMPLOYMENT AGREEMENT
Adopt Resolution Approving Amendment No. 5 to the City Manager Employment Agreement to Allow Payout of a Portion of Accumulated Sick Leave Balance
- 4.5 AUTHORIZE THE POSTPONEMENT OF DELINQUENT UTILITY TURN-OFFS
Adopt Resolution Approving the Suspension of Service Disconnections in the Month of December 2023 for All Delinquent Accounts
- 4.6 APPROVE SUBMITTAL OF LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE, CIP PS 06-06 FOR THE 2024 SJCOG ONE VOICE PROJECT NOMINATIONS
Adopt Resolution Approving Submittal of Louise Avenue and Interstate 5 Interchange, CIP PS 06-06 for the 2024 San Joaquin Council of Governments One Voice Project Nominations
- 4.7 APPROVE OUT OF STATE TRAVEL FOR CITY STAFF TO ATTEND THE 2024 WORLD OF CONCRETE TRADESHOW
Adopt Resolution Authorizing Out-of-State Travel for the Senior Construction Manager to Attend the 2024 World of Concrete Tradeshow in Las Vegas, Nevada
- 4.8 ANIMAL CENTER STAFFING RECOMMENDATIONS
Adopt a Resolution Removing the Animal Shelter Supervisor Job Description and Creating the Animal Center Manager Job Description, Amending the Grade / Step Table and Position Control Roster and Associated Budget Amendment
- 4.9 APPROVE INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES
Adopt Resolution Approving an Interagency Agreement between the City of Lathrop and Manteca Unified School District to Provide School Resource Officer Services, with Terms and Conditions Ending June 2026
- 4.10 APPROVE TASK ORDER NO. 31 WITH 4LEAF, INC. FOR BUILDING INSPECTION SERVICES FOR THE BUILDING DEPARTMENT
Adopt Resolution Approving Task Order No. 31 with 4LEAF Inc., to Provide Building Inspection Services in the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.

- 4.11 APPROVE TASK ORDER NO. 32 WITH 4LEAF, INC. FOR PERMITTING SERVICES IN THE BUILDING DEPARTMENT
Adopt Resolution Approving Task Order No. 32 with 4LEAF, Inc. for Permitting Services in the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- 4.12 APPROVE TASK ORDER NO. 33 WITH 4LEAF, INC. FOR PLAN CHECK SERVICES FOR THE BUILDING DEPARTMENT
Adopt Resolution Approving Task Orders No. 33 with 4LEAF, Inc., to Provide Plan Check Services for the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- 4.13 APPROVE A SERVICE CONTRACT WITH CALIFORNIA SALES ORGANIZATION, LLC FOR EVIDENCE STORAGE AND PROCESSING EQUIPMENT FOR THE PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13 CORPORATION YARD IMPROVEMENTS
Adopt Resolution Approving a Service Contract with California Sales Organization, LLC for Evidence Storage and Processing Facilities for the Property and Evidence Building, CIP GG 21-13 Corporation Yard Improvements
- 4.14 APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06 AND APPROVE BUDGET AMENDMENT
Adopt Resolution Approving Amendment No. 2 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06 and Approve Budget Amendment
- 4.15 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC COMPANY, INC. FOR CAMERA SYSTEMS FOR CITY PARKS, CIP GG 22-35
Adopt Resolution Accepting Public Improvements Constructed by Bockmon & Woody Electric Company, Inc. for Camera Systems for City Parks, CIP GG 22-35, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- 4.16 ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY NOR-CAL CONCRETE COMPANY, INC. FOR TEMPORARY ANIMAL CENTER CONCRETE, CIP GG 23-06

Adopt Resolution Accepting Public Improvements Constructed by Nor-Cal Concrete Company for Temporary Animal Center Concrete, CIP GG 23-06, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- 4.17 RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING FOR CIP GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION

Adopt Resolution to Ratify the Original Service Contract and Contract Change Order No. 1 and Approve Contract Change Order No. 2 with Hardwire Communications for Additional Fiber Optic Communication Wiring for CIP GG 22-03 Citywide Fiber Optic Communication

- 4.18 RATIFY CITY MANAGER'S EXECUTION OF AN EMERGENCY SERVICE CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND APPROVE BUDGET AMENDMENT

Adopt Resolution Ratifying City Manager's Execution of an Emergency Service Contract with Conco West, Inc. for CTF Chlorine Tank Replacement and Approving Budget Amendment

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE MILITARY EQUIPMENT LIST FOR MILITARY EQUIPMENT USE POLICY NO. 706, FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075, ASSEMBLY BILL 481

The Council to Consider the Following Items:

1. Hold a Public Hearing;
2. First Reading and Introduction of an Ordinance Amending Chapter 9.20 Titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Amending Section 9.20.050 titled "Active Policies" to Update Existing Military Equipment List for Military Equipment Use Policy No. 706, by Incorporating Funding, Acquisition, and Use of New Military Equipment for the Lathrop Police Department, in Compliance with California Government Code Sections 7070-7075, Assembly Bill (Chieu); and
3. Adopt Resolution Accepting Annual Military Equipment Report

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

The Council to Consider the Following:

1. Hold a Public Hearing; and
2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code

6. COUNCIL COMMUNICATIONS

6.1 MAYOR DHALI WAL REFERRAL – Appointment of Vice Mayor for 2024

6.2 MAYOR DHALI WAL REFERRAL – Mayor and Councilmember Assignments for 2024

6.3 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)*

6.4 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

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ITEM 4.2

**CITY MANAGER’S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 23-451 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.08, SECTION 2.08.010 TITLED “CITY MANAGER”, OF THE LATHROP MUNICIPAL CODE, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 23-451 Amending Title 2, Chapter 2.08, Section 2.08.010 Titled “City Manager”, Of The Lathrop Municipal Code, To Modify Authority To Appoint And Remove The Police Chief**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 23-451 entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.08, SECTION 2.08.010 TITLED “CITY MANAGER”, OF THE LATHROP MUNICIPAL CODE, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF

SUMMARY:

On November 13, 2023, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

12/6/23
Date

ORDINANCE NO. 23-451

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2, CHAPTER 2.08, SECTION 2.08.010 TITLED "CITY MANAGER", OF THE LATHROP MUNICIPAL CODE, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF

WHEREAS, City Council was provided the opportunity to review a draft Ordinance to modify Lathrop Municipal Code section 2.08.010 regarding authority to appoint and remove the Police Chief; and

WHEREAS, City Council held a duly noticed public hearing at a regularly scheduled meeting on November 13, 2023 to review and consider a municipal code text amendment; and

WHEREAS, the proposed municipal code text amendment changes City Manager's authority to appoint and /or remove, and conduct performance evaluations of the Chief of Police; and

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

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

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Lathrop, based on substantial evidence in the administrative record or proceedings and pursuant to its independent review and consideration, does hereby approve the Lathrop Municipal Code text amendment incorporated herein.

FURTHER, BE IT ALSO ORDAINED by the City Council of the City of Lathrop as follows:

Section 1. Amendment to the Lathrop Municipal Code.

The Lathrop Municipal Code section 2.08.010 is hereby amended to add the text as shown by underlined language:

2.08.010 City manager.

...

3. Appointment and Removal. Pursuant to Government Code Section 34856, to appoint and remove all officers and department heads except the city attorney and the police chief. The city manager shall either appoint, remove, promote or demote all other city employees or approve their appointment, removal, promotion or demotion subject to all applicable personnel rules and regulations which may be adopted by the city council.

4. *Authority Over Employees. To control and give direction to all department heads and to subordinate employees of the city under the city manager's jurisdiction through their department heads.*

a. Police Chief. City Manager shall maintain control over and give direction to the police chief in accordance with the provisions of this chapter relative to the authority the City Manager possesses over all department heads but authority to appoint and/or remove the police chief and the administration of performance evaluations of the police chief shall be vested solely in the city council.

...

Section 2. This ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City of any officer or employee thereof a mandatory duty of care toward persons and property within or without the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the California Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 13th day of November, 2023 and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on _____, 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

ITEM 4.3

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 23-452 OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CENTRAL LATHROP SPECIFIC PLAN (CLSP) PHASE 2 AMENDMENT AND CODE TEXT AMENDMENT TO MODIFY CHAPTER 17.62, CENTRAL LATHROP ZONING DISTRICTS TO ADD ARTICLE 6, IL-CL: LIMITED INDUSTRIAL ZONING DISTRICTS AND MODIFY SECTION 17.62.120 B OF THE LATHROP MUNICIPAL CODE (TA-23-104)**

RECOMMENDATION: **Waive Full Reading and Adopt Ordinance 23-452 Approving The Central Lathrop Specific Plan (CLSP) Phase 2 Amendment And Code Text Amendment To Modify Chapter 17.62, Central Lathrop Zoning Districts To Add Article 6, IL-CL: Limited Industrial Zoning Districts And Modify Section 17.62.120 B Of The Lathrop Municipal Code (TA-23-104)**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 23-452 entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CENTRAL LATHROP SPECIFIC PLAN (CLSP) PHASE 2 AMENDMENT AND CODE TEXT AMENDMENT TO MODIFY CHAPTER 17.62, CENTRAL LATHROP ZONING DISTRICTS TO ADD ARTICLE 6, IL-CL: LIMITED INDUSTRIAL ZONING DISTRICTS AND MODIFY SECTION 17.62.120 B OF THE LATHROP MUNICIPAL CODE (TA-23-104)

SUMMARY:

On October 9, 2023, the City Council opened and closed a Public Hearing to hear public testimony regarding the Central Lathrop Specific Plan Phase 2 Amendment and Code Text Amendment No. TA-23-104. Thereafter, the City Council continued the matter to the Regular Meeting of November 13, 2023. On November 13, 2023, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

SUBMITTED BY:


Teresa Vargas, City Clerk

12/6/23
Date

ORDINANCE NO. 23-452

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE CENTRAL LATHROP SPECIFIC PLAN (CLSP) PHASE 2 AMENDMENT AND CODE TEXT AMENDMENT TO MODIFY CHAPTER 17.62, CENTRAL LATHROP ZONING DISTRICTS TO ADD ARTICLE 6, IL-CL: LIMITED INDUSTRIAL ZONING DISTRICTS AND MODIFY SECTION 17.62.120 B OF THE LATHROP MUNICIPAL CODE (TA-23-104)

WHEREAS, Section 65450 *et. seq.* of the California Government Code provides for the preparation and adoption of Specific Plans by general law cities for implementation of all or part of an adopted General Plan; and

WHEREAS, Section 65453 of the California Government Code provides that a Specific Plan may be adopted or amended by either Resolution or Ordinance as provided by the local jurisdiction; and

WHEREAS, the Central Lathrop Specific Plan Phase 2 Amendment is being updated to be consistent with the 2022 General Plan Update; and

WHEREAS, the proposed Code Text Amendment amends Chapter 17.62, *Central Lathrop Zoning Districts* to be consistent and implement the Central Lathrop Specific Plan Phase 2 Amendment and 2022 General Plan Update; and

WHEREAS, the Central Lathrop Specific Plan Phase 2 Amendment and Code Text Amendment (TA-23-104) applies only to Phase 2 (the Project) and does not in any way apply to the Central Lathrop Specific Plan Phase 1 Project; and

WHEREAS, the Amendment to the Central Lathrop Specific Plan as it affects Central Lathrop Specific Plan Phase 2 Amendment is a stand-alone document for the Phase 2 portion of Central Lathrop; and

WHEREAS, prior to the City's approval of the 2022 General Plan Update, the City prepared an Environmental Impact Report (EIR) which analyzed the environmental impacts of buildout under the General Plan Update pursuant to the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, *et. seq.*), and the Lathrop City Council certified the General Plan Update Final EIR on September 19, 2022 (State Clearinghouse #2021100139); and

WHEREAS, the analysis in the General Plan Update EIR allows the use of CEQA exemption/streamlining provisions for projects developed under the General Plan Update, including the proposed Project; and

WHEREAS, prior to approval of the Project, the City Council adopted a Resolution to find the Project exempt from further environmental review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183; and

WHEREAS, the proposed Amendment to the Central Lathrop Specific Plan, as it affects the Phase 2 Project, is an amendment to the adopted 2004 Central Lathrop Specific Plan, which was adopted by Resolution No. 04-1779 on November 9, 2004; and

WHEREAS, the City intends to retain the 2004 Central Lathrop Specific Plan as the governing land use regulations for certain specified portions of the Specific Plan area including properties within the Phase 1 Specific Plan area; and

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing on September 13, 2023, to consider the proposed Amendment to the Central Lathrop Specific Plan and Code Text Amendment and after reviewing and considering all information provided and submitted, and after taking and considering all public testimony adopted Resolution No. 23-12 recommending City Council approval of the proposed Project; and

WHEREAS, proper notice of this public hearing was given in all respects as required by law including the publishing of a legal notice of the hearing in the Manteca Bulletin on or about September 29, 2023 and mailed out to property owners located within a 300-foot radius from the Central Lathrop Specific Plan Phase 2 Amendment project area on September 29, 2023, emailed to the City’s Public Hearing subscribers and interested parties and posted at three (3) locations accessible to the public and the City website; and

WHEREAS, on October 9, 2023, the City Council opened and closed a Public Hearing to hear public testimony regarding the Central Lathrop Specific Plan Phase 2 Amendment and Code Text Amendment TA-23-104. Thereafter, the City Council continued the matter to the Regular Meeting of November 13, 2023; and

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

NOW, THEREFORE, BE RESOLVED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its own independent review and consideration, hereby approves the Central Lathrop Specific Plan (CLSP) Phase 2 Amendment, as shown in Attachment 3 of the City Council Staff Report with revised Figures 3.3 and 3.11 as shown in Attachment 8, relative to the proposed development of the CLSP Phase 2 Amendment project area on certain real property consisting of 724 acres located in the City of Lathrop, incorporated by reference herein.

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

Section 1. This Ordinance incorporates, and by this references makes part hereof, that certain Amendment to the Central Lathrop Specific Plan as it affects Central Lathrop Specific Plan Phase 2 Amendment Project, as shown in Attachment 3 of the City Council Staff Report, relative to the proposed development of the Central Lathrop Specific Plan Phase 2 Amendment area on certain real property consisting of approximately 724-acres located in the City of Lathrop.

Section 2. Specific Plan Findings. Pursuant to State of California Planning and Zoning Law, the City Council finds and determines as follows:

1. The 2004 Central Lathrop Specific Plan adopted pursuant to Resolution No. 04-1779 shall be in full force and effect as to that portion of the Specific Plan that covers Phase 1.
2. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendments for Phase 2 is consistent with the goals, policies, implementation measures, and general land uses specified in the 2022 General Plan Update because it promotes job-generating land uses within the Phase 2 Amendment area and specifically implements Implementation Measure LU-5.f of the General Plan, which requires the City to update the Central Lathrop Specific Plan to be consistent with the adopted General Plan Update.
3. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendments is consistent with the goals, policies, implementation measures specified in the General Plan Update related to promoting the development of job-generating land uses to support existing and future businesses. The Central Lathrop Specific Plan Phase 2 Amendment ensures that the City's economic base will be strengthened by promoting development which will create a variety of high quality long-term jobs and shorter term construction jobs and encourages future developers to finance public facilities for long-term infrastructure solutions and public services. Additionally, the 2004 Central Lathrop Specific Plan, as amended by the proposed Phase 2 Amendment is consistent with the General Plan Update goals related to achieving visual and functional quality of new development because it requires the provision of open space within the planning area and the provision of landscape buffers between the Phase 2 area and sensitive receptors.
4. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendment, is consistent with the goals, policies, general land uses and implementation measures specified in the General Plan Update because it ensures that proposed land uses will receive an adequate level of public services, facilities and protection by implementing the goals and policies of the Public Facilities and Services and Public Safety Elements of the General Plan.
5. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendment, is consistent with the goals, policies, general land uses, and implementation measures specified in the General Plan Circulation Element because it ensures that streets and highways will be constructed in accordance with the Traffic Monitoring Program to serve the new development.

6. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendments, is consistent with the goals, policies, general land uses, and implementation measures specified in the Environmental Justice Element because it ensures that measures are in place to promote land use and development patterns that reduce greenhouse gas emissions, enhance air quality, and reduce climate change impacts.
7. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendments, is consistent with the goals, policies, general land uses and implementation measures of the General Plan because it will promote orderly development of the plan through flexible phasing which is tied to the provisions of supporting infrastructure capacity in the construction of off-site infrastructure improvements. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Phase 2 Amendment, provides for the construction of roadways to provide improved access to the project and adjacent properties, and the extension of utilities such as water, sanitary sewer, and storm drainage facilities necessary to accommodate the project.
8. The 2004 Central Lathrop Specific Plan, as modified by the proposed related Phase 2 Amendment, is consistent with the goals, policies and implementation measures of the General Plan Public Safety Element because it ensures that all new buildings construction shall conform to the latest California Building Code and seismic standards, gives priority to support police protection, and to fire suppression, and implements practices and regulations which avoid hazardous land use relationships.

Section 3. Code Text Amendment Findings. Pursuant to State of California Planning and Zoning Law, the City Council finds and determines as follows:

1. The proposed Zoning Code Text Amendment is consistent with the City's General Plan Update, as enumerated in the Consistency Findings in the Staff Report.
2. The proposed Zoning Code Text Amendment furthers the public interest, convenience, and general welfare of the City by implementing the Central Lathrop Specific Phase 2 Amendment. The amendments would ensure consistency with the CLSP Phase 2 Amendment, General Plan, and Lathrop Municipal Code and update the zoning standards that are relevant to the CLSP Phase 2 Amendment.

Section 4. Upon adoption by the City Council, the Central Lathrop Specific Plan Phase 2 Amendment applies only to the Central Lathrop Specific Plan Phase 2 Project and does not change the adopted Central Lathrop Specific Plan as it applies to the balance of the CLSP area (Phase 1).

Section 5. Upon adoption by the City Council, the Community Development Director is hereby directed to retain said 2004 Central Lathrop Specific Plan, as modified by the proposed related Amendments, on permanent public display in the Community Development Department, Planning Division in the City of Lathrop.

Section 6. Based on the findings set forth in this Ordinance, the CEQA Resolution, and evidence in the Staff Report, the City Council hereby approves the Central Lathrop Specific Plan Phase 2 Amendment and directs that the Central Lathrop Specific Plan Phase 2 Amendment be added to the 2004 Central Lathrop Specific Plan as a stand-alone document for Phase 2. These documents shall be substantially in the form on file with the City Clerk.

Section 7. This Ordinance is not intended to and shall not be construed or given effect in the 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 for civil liability for damages, except as otherwise imposed by law.

Section 8. Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 9. Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 10. Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a meeting of the City Council of the City of Lathrop on the 13th day of November 2023, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

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**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**

**ITEM: AMENDMENT NO. 5 TO THE CITY MANAGER
EMPLOYMENT AGREEMENT**

**RECOMMENDATION: Adopt a Resolution Approving Amendment No. 5 to
the City Manager Employment Agreement to Allow
Payout of a Portion of Accumulated Sick Leave
Balance**

BACKGROUND:

The City Council is responsible for the employment agreements of the three Council appointed officials; City Manager, City Attorney, and Police Chief. These employment agreements allow for the payout of unused accrued leave.

Section 8 of the City Manager's contract states that "Employee shall be paid for all accrued and unused sick leave" upon end of contract. Under the current employment agreement, time accrued continues to appreciate in value at annual cost of living adjustments or salary increases. Over the course of employment, the accrued sick leave has become a funded liability of the City.

Amendment Number 5 to the City Manager's Employment Agreement is prepared in accordance with the direction of the City Council pursuant to closed session discussions held on November 13, 2023. Amendment Number 5 would allow the City Manager to cash out 14 Hours per pay period of accrued unused sick leave, so long as accrued sick leave balance remains at a minimum of 160 hours. Increments of less than 14 hours above 160 hours of accrued sick leave will not be cashed out.

The proposed amendment is attached herein (Attachment B). Special Counsel Michael Youril reviewed the proposed resolution and employment contract amendments, which are recommended for City Council review and approval.

REASON FOR RECOMMENDATION:

The proposed contract amendment allows the City to be prudent and paydown the City's accumulated liability at the current rate of pay to eliminate future appreciation in value pursuant to annual cost of living adjustments or salary increases.

FISCAL IMPACT:

If approved by Council, the attached resolution will result in an immediate City fund balance savings of \$27,251 by paying out accrued sick leave at current hourly rates instead of future rates. This item authorizes the Finance Department to make appropriate adjustments to the Compensated Absences Liability Account and increase the vacation/ sick leave expenditures for FY 23-24 and FY 24-25, and decrease funded future liability by the same amount.

ATTACHMENTS:

- A. Resolution Approving Amendment No. 5 to the City Manager Employment Agreement
- B. Amendment No. 5 to the Employment Agreement for City Manager, Stephen J. Salvatore

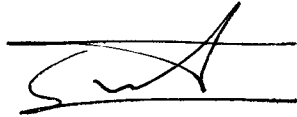
**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
AMENDMENT NO. 5 TO THE CITY MANAGER EMPLOYMENT AGREEMENT**

APPROVALS:



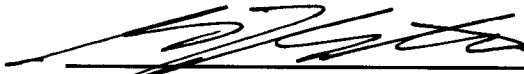
Thomas Hedegard
Deputy City Manager

12/4/2023
Date



Salvador Navarrete
City Attorney

12-6-2023
Date



Stephen J. Salvatore
City Manager

12.6.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 5 TO THE CITY MANAGER EMPLOYMENT AGREEMENT TO ALLOW PAYOUT OF A PORTION OF ACCUMULATED SICK LEAVE BALANCE

WHEREAS, the City Council is responsible for the employment agreement of the three Council appointed officials; City Manager, City Attorney, and Police Chief; and

WHEREAS, Section 8 of the City Manager's contract states that "Employee shall be paid for all accrued and unused sick leave" upon end of contract. Under the current employment agreement, time accrued continues to appreciate in value at annual cost of living adjustments or salary increases; and

WHEREAS, over the course of employment, the accrued sick leave has become a funded liability of the City; and

WHEREAS, Amendment Number 5 to the City Manager's Employment Agreement is prepared in accordance with the direction of the City Council pursuant to closed session discussions held on November 13; and

WHEREAS, Amendment Number 5 requires the City Manager to cash out up to 14 Hours per pay period of accrued unused sick leave, so long as accrued sick leave balance remains at a minimum of 160 hours; and

WHEREAS, the proposed contract amendment allows the City to be prudent and paydown the City's accumulated liability at the current rate of pay to eliminate future appreciation in value pursuant to annual cost of living adjustments or salary increases.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve the Amendment Number Five (5) to the City Manager Employment Agreement; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the Finance Department to make appropriate adjustments to the Compensated Absences Liability Account and increase the vacation/sick leave expenditures for FY 23-24 and FY 24-25, and decrease funded future liability by the same amount.

The foregoing resolution was passed and adopted this 11th day of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

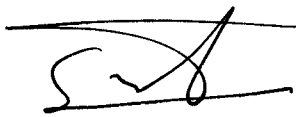
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

ATTACHMENT " B "

Amendment Number Five to Employment Agreement between The City of Lathrop and Stephen J. Salvatore December 11, 2023

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.

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."

On or about August 14, 2023, the City Council approved Amendment Number Four, which is attached and incorporated herein as Exhibit" E."

The City Council hereby approves an amendment to the second paragraph of Section 8 of the Employment Agreement to read as underlined below:

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. Employee shall cash out 14 hours per pay period of accrued unused sick leave, so long as the accrued sick leave balance remains at a minimum of 160 hours. Increments of less than 14 hours above 160 hours of accrued sick leave will not be cashed out.

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

EMPLOYEE

CITY OF LATHROP

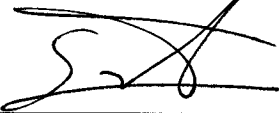
By: _____
Stephen J. Salvatore

Sonny Dhaliwal, Mayor

Date: _____

Date: _____

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
- Exhibit "C"— Amendment Number Two to Employment Agreement dated November 19, 2018
- Exhibit "D"— Amendment Number Three to Employment Agreement dated August 8, 2022
- Exhibit "E"— Amendment Number Four to Employment Agreement dated August 14, 2023

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 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:

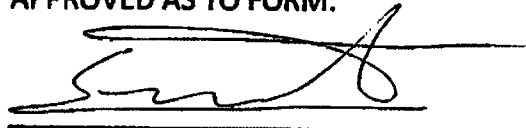

Stephen J. Salvatore


Sonny Dhaliwal, 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

**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.

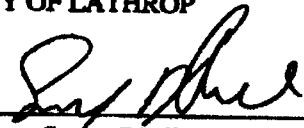
Unless specifically stated above, no other changes to the original agreement (or Amendment One) are intended by this Agreement.

EMPLOYEE:

By: 
Stephen J. Salvatore

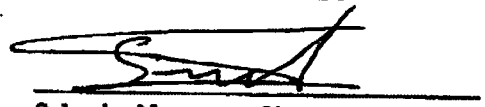
Date: 11-19-18

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.

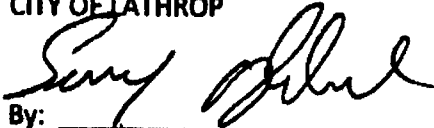
EMPLOYEE

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

EXHIBIT " E "

**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:

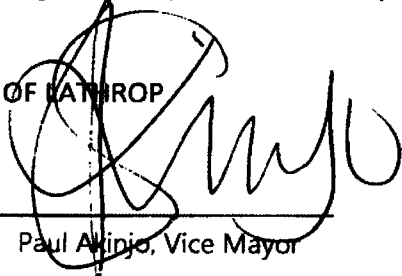
If this Contract is terminated pursuant to Section 6, Paragraph B, D, E, F, G, or City breach of Contract, Employer shall pay severance to Employee in the amount of twelve (12) months of salary. Instead of twelve months of severance pay in accordance with this Section, Employee may elect to treat the 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.

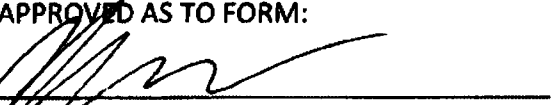
EMPLOYEE

By: 
Stephen J. Salvatore

Date: 8.15.23

CITY OF LATHROP
By: 
Paul Avinjo, Vice Mayor

Date: 8/14/23

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

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ITEM 4.5

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **AUTHORIZE THE POSTPONEMENT OF DELINQUENT UTILITY TURN-OFFS**

RECOMMENDATION: **Adopt a Resolution Approving the Suspension of Service Disconnections in the Month of December 2023 for All Delinquent Accounts**

SUMMARY:

Since 1996, Council has suspended utility service disconnections during the month of December. As in years past, Council can authorize staff to forgo utility disconnections to residents scheduled in the month of December 2023. The City will still assess a 10% late fee to all accounts with balances not paid by December 31, 2023.

BACKGROUND:

The Finance Department produces monthly utility invoices for its water and wastewater customers. The cycle of the utility bills is as follows:

- **Invoice Production:** Utility invoices are created and mailed to City residents at the beginning of each month. Utility invoice payments are due by the 25th of each month. A 10% penalty fee is assessed to all outstanding accounts on the last working day of the month.
- **10-Day Notice:** 10-Day notices are sent to City residents ten (10) days before the disconnection date for all accounts with an outstanding balance more than 60 days past due. 10-Day Notices inform the resident that their account is subject to disconnection.
- **48 Hour IVR Phone Campaign:** An automated phone call is made to notify the residents of the pending disconnection if payment is not received in the 48-hour timeframe. Multiple options are given to residents to submit payment or make payment arrangements.
- **Disconnection:** Accounts with past due balances after the 10-Day Notice deadline are subject to disconnection. Disconnected accounts are assessed a \$60 reconnection fee.

The City's process for utility service disconnections is in compliance with Senate Bill 998, the State of California's mandated process for discontinuation of residential water service. The State legislature has enacted Senate Bill 998 ("SB 998") known as the Water Shut Off Protection Act. It is intended to help residential water users who lose access to water service due to their inability to pay. It requires procedural protections before residential water service can be discontinued for non-payment. The City's SB 998 policy can be found on the City's website in seven languages. The policy is currently available in English, Chinese, Korean, Punjabi, Spanish, Tagalog

**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
POSTPONEMENT OF DELINQUENT UTILITY TURN-OFFS**

and Vietnamese. Any account disconnected for non-payment is assessed a \$60 reconnection fee to cover the staff costs associated with this process.

Suspension of turn-offs in the month of December may increase account delinquency and potentially increase the amount of uncollectible accounts written-off (referred to a collections agency) at the end of the fiscal year. Instead of disconnecting unpaid accounts in mid-December through the turn-off process, unpaid accounts are not disconnected until mid-January.

If Council decides to suspend turn-offs in the month of December, the service reconnection charges would not be assessed. However, the City will still apply a 10% late fee to all delinquent accounts if their balance is not paid by December 31, 2023.

REASON FOR RECOMMENDATION:

Interruptions of essential City services such as water service due to non-payment can be disruptive during the holidays. Therefore, Council may decide to suspend service disconnections during the month of December. This action has been approved by Council since 1996.

FISCAL IMPACT:

Suspension of turn-offs in the month of December has fiscal impacts, as noted below:

- Potentially increases the number of customers who fail to pay their bills timely.
- Service reconnection charges would not be assessed or collected.
- Increases the likelihood of having a higher number of unpaid accounts referred to collections.

ATTACHMENTS:

- A. Adopt a Resolution Approving the Suspension of Service Disconnections in the Month of December 2023 for All Delinquent Accounts.

**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
POSTPONEMENT OF DELINQUENT UTILITY TURN-OFFS**

APPROVALS:



Chia Lor
Senior Accountant

11.16.23

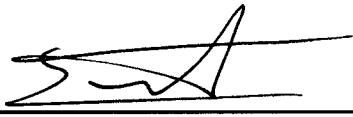
Date



Cari James
Director of Finance

11/16/2023


Date



Salvador Navarrete
City Attorney

11-17-2023

Date



Stephen J. Salvatore
City Manager

11.20.23

Date

RESOLUTION NO. 23-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO
SUSPEND SERVICE DISCONNECTIONS IN THE MONTH OF DECEMBER
2023 FOR ALL DELINQUENT ACCOUNTS**

WHEREAS, since 1996, the City has allowed utility services to remain uninterrupted during the month of December for all utility accounts, including delinquent accounts; and

WHEREAS, the City's process for utility service disconnections is in compliance with Senate Bill 998, the State of California's mandated process for discontinuation of residential water service; and

WHEREAS the City's SB 998 policy can be found on the City's website in seven languages. The policy is currently available in English, Chinese, Korean, Punjabi, Spanish, Tagalog and Vietnamese; and

WHEREAS, the fee to reconnect water service after disconnection for non-payment is \$60 to cover the staff costs associated with this process; and

WHEREAS, the City will still apply a 10% late fee to all delinquent accounts if their balance is not paid by December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED that this City Council does hereby suspend turn-offs of water services in the month of December for all delinquent accounts.

The foregoing resolution was passed and adopted this 11th day of December 2023, by the following vote of the City Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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ITEM 4.6

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE SUBMITTAL OF LOUISE AVENUE AND INTERSTATE 5 INTERCHANGE CIP PS 06-06 FOR THE 2024 SJCOG ONE VOICE PROJECT NOMINATIONS

RECOMMENDATION: Adopt Resolution Approving Submittal of Louise Avenue and Interstate 5 Interchange CIP PS 06-06 for the 2024 San Joaquin Council of Governments One Voice Project Nominations

SUMMARY:

The City received a request from the San Joaquin Council of Governments (SJCOG) to submit the City's top priority project to be included in the list of projects to be presented at the annual One Voice Program in Washington, D.C. on May 5-9, 2024. Each jurisdiction in the County is allowed to submit local and regional transportation priority projects.

SJCOG recommends that projects be aligned based on thematic concepts such as Environmental Sustainability, Trade Corridors, Innovation, Technology Growth Management, and Social Equity & Mobility. The Louise Avenue and Interstate 5 (I-5) Interchange Capital Improvement Project (CIP) PS 06-06 is currently at the environmental phase and satisfies the required criteria.

Staff recommends Council approve submittal of the Louise Avenue and I-5 Interchange CIP PS 06-06 as the City's priority project for federal funding.

BACKGROUND:

San Joaquin One Voice is SJCOG's legislative advocacy program for San Joaquin County that promotes issues of regional significance to federal legislators and agencies through an annual advocacy trip to Washington, D.C. The purpose of the program is to advocate for increased funding and/or new or amended legislation for issues and projects of regional significance to the San Joaquin region.

SJCOG is focusing the One Voice initiative on elevating regional projects and maximizing funding success. As a result, projects submitted to SJCOG will need to ensure they are clearly aligned with SJCOG's legislative priorities and eligibility requirements for the discretionary and federal earmark programs.

Aligned with the thematic concept of *Trade Corridors*, CIP PS 06-06 has a federal nexus and will enhance the transportation of goods to and from the City of Lathrop.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE SUBMITTAL OF LOUISE AVENUE AND INTERSTATE 5
INTERCHANGE CIP PS 06-06 FOR THE 2024 SJCOG ONE VOICE PROJECT
NOMINATIONS

The City will pursue the amount below to partially support the total cost of this interchange:

Louise Avenue and I-5 Interchange	\$26.677 million (Design, Right-of-Way, and Construction Phases)
-----------------------------------	--

Staff recommends Council approve submittal of the interchange CIP PS 06-06 to SJCOG as the City’s priority project for federal funding.

REASON FOR RECOMMENDATION:

CIP PS 06-06 is currently in the environmental review phase and satisfies the required SJCOG One Voice project criteria. The project will provide improved access to the City’s residential, commercial and industrial areas.

FISCAL IMPACT:


The fiscal impact of submitting these projects is negligible. However, a future item will be brought to Council for the travel expenses related to staff and/or Council One Voice trip attendance.

ATTACHMENTS:

- A. Resolution Approving Submittal of Louise Avenue and Interstate 5 Interchange CIP PS 06-06 for the 2024 San Joaquin Council of Governments One Voice Project Nominations

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE SUBMITTAL OF LOUISE AVENUE AND INTERSTATE 5
INTERCHANGE CIP PS 06-06 FOR THE 2024 SJCOG ONE VOICE PROJECT
NOMINATIONS


APPROVALS:



Angel Abarca
Assistant Engineer

11-27-2023


Date



Brad Taylor
City Engineer

11/28/2023

Date



Cari James
Finance Director

11/30/2023


Date



Michael King
Assistant City Manager

11.29.2023

Date



Salvador Navarrete
City Attorney

11.29.2023

Date



Stephen J. Salvatore
City Manager

12.4.23

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING SUBMITTAL OF THE LOUISE AVENUE AND INTERSTATE 5 INTYERCHANGE CIP PS 06-06 FOR THE 2024 SAN JOAQUIN COUNCIL OF GOVERNMENTS ONE VOICE PROJECT NOMINATIONS

WHEREAS, the San Joaquin One Voice is San Joaquin Council of Governments' (SJCOG's) legislative advocacy program for San Joaquin County that promotes issues of regional significance to federal legislators and agencies through an annual advocacy trip to Washington, D.C. The next trip is scheduled for May 5-9, 2024; and

WHEREAS, each jurisdiction in the County is allowed to submit local to regional projects that may be either transportation or non-transportation; and

WHEREAS, SJCOG recommends that projects be aligned based on thematic concepts such as Environmental Sustainability, Trade Corridors, Innovation, Technology Growth Management, and Social Equity & Mobility; and

WHEREAS, the Louise Avenue and Interstate 5 (I-5) Interchange Capital Improvement Project (CIP) PS 06-06 is currently at the environmental review phase and satisfies the required criteria; and

WHEREAS, staff recommends Council approve submittal of the Louise Avenue and I-5 Interchange CIP PS 06-06 to SJCOG as the City's priority project for Federal funding and requests that Council approve the submittal to SJCOG; and

WHEREAS, a future item will be brought to Council for the travel expenses related to staff and/or Council One Voice trip attendance.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves the submittal of the Louise Avenue and Interstate 5 Interchange CIP PS 06-06 project to SJCOG for the 2024 One Voice trip.

The foregoing resolution was passed and adopted this 11th day of December 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

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ITEM 4.7

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE OUT-OF-STATE TRAVEL FOR CITY STAFF TO ATTEND THE 2024 WORLD OF CONCRETE TRADESHOW

RECOMMENDATION: Adopt Resolution Authorizing Out-of-State Travel for the Senior Construction Manager to Attend the 2024 World of Concrete Tradeshow in Las Vegas, Nevada

SUMMARY:

The 2024 World of Concrete (WOC) Tradeshow is the international tradeshow dedicated to the commercial concrete and masonry construction industries. The WOC offers comprehensive workshops options, including the latest technology, technical applications, business best practices, project management, and safety-relevant topics. With the continued development and various capital improvement projects within the City valued at approximately \$90 million per year, keeping City staff informed and up-to-date with the latest technology is important to ensure we are using the highest quality and most cost effective materials.

Aligned with the goals of keeping City staff informed and up-to-date on the latest material technology, the Assistant City Manager requests approval for the City's Senior Construction Manager to attend the WOC tradeshow to be held in Las Vegas, Nevada from January 22, 2024 through January 25, 2024. WOC is the international tradeshow dedicated to the commercial concrete and masonry construction industries.

Staff requests City Council approve the out-of-state travel in Las Vegas, Nevada from January 22, 2024 to January 25, 2024 for the City's Senior Construction Manager to attend the WOC 2024 Tradeshow. The estimated cost is \$4,500. Sufficient funds were allocated in the approved FY 2023-24 budget.

BACKGROUND:

WOC is the international tradeshow dedicated to the commercial concrete and masonry construction industries. WOC offers comprehensive workshops options, including the latest technology, technical applications, business best practices, project management, and safety-relevant topics. With the continued development and various capital improvement projects within the City valued at approximately \$90 million per year, keeping City staff informed and up-to-date with the latest technology is important to ensure we are using the highest quality and most cost effective materials.

CITY MANAGER'S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE OUT-OF-STATE TRAVEL FOR CITY STAFF TO ATTEND THE 2024
WORLD OF CONCRETE TRADESHOW

Staff requests City Council approve the out-of-state travel in Las Vegas, Nevada from January 22, 2024 to January 25, 2024 for the City's Senior Construction Manager to attend the WOC 2024 Tradeshow. The estimated cost is \$4,500. Sufficient funds were allocated in the approved FY 2023-24 budget.

REASON FOR RECOMMENDATION:

With the continued development and various capital improvement projects within the City valued at approximately \$90 million per year, keeping City staff informed and up-to-date with the latest technology is important to ensure we are using the highest quality and most cost effective materials. Additionally, per the City of Lathrop's Travel Policy, staff requires City Council's approval for out-of-state travel.

FISCAL IMPACT:


The estimated total cost of attending the WOC tradeshow is \$4,500. Sufficient funds were allocated in the approved FY 2023-24 budget as approved by City Council.

ATTACHMENTS:

- A. A Resolution to Authorize Out-of-State Travel for the Senior Construction Manager to Attend the 2024 World of Concrete Tradeshow in Las Vegas, Nevada

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE OUT-OF-STATE TRAVEL FOR CITY STAFF TO ATTEND THE 2024
WORLD OF CONCRETE TRADESHOW

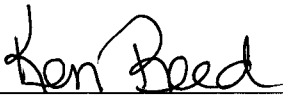
APPROVALS:



Bellal Nabizadah
Assistant Engineer

12/4/23

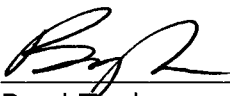
Date



Ken Reed
Senior Construction Manager

12-4-2023


Date



Brad Taylor
City Engineer

12/4/2023

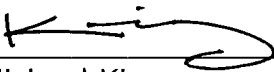
Date



Cari James
Finance Director

12/5/2023


Date



Michael King
Assistant City Manager

12-5-2023

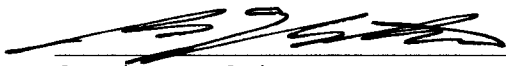
Date



Salvador Navarrete
City Attorney

12-4-2023

Date



Stephen J. Salvatore
City Manager

12-6-23

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR THE SENIOR CONSTRUCTION MANAGER TO ATTEND THE 2024 WORLD OF CONCRETE TRADESHOW IN LAS VEGAS, NEVADA

WHEREAS, the 2024 World of Concrete (WOC) Tradeshow is the international tradeshow dedicated to the commercial concrete and masonry construction industries); and

WHEREAS, the WOC offers comprehensive workshops options, including the latest technology, technical applications, business best practices, project management, and safety-relevant topics; and

WHEREAS, with the continued development and various capital improvement projects within the City valued at approximately \$90 million per year, keeping City staff informed and up-to-date with the latest technology is important to ensure we are using the highest quality and most cost effective materials; and

WHEREAS, staff is requesting out-of-state travel for the Senior Construction Manager to attend at the WOC 2024 Tradeshow; and

WHEREAS, aligned with the goals of keeping City staff informed and up-to-date on the latest material technology, the Assistant City Manager requests approval for the City’s Senior Construction Manager to attend the WOC tradeshow to be held in Las Vegas, Nevada from January 22, 2024 through January 25, 2024; and

WHEREAS, staff requests City Council approve the out-of-state travel in Las Vegas, Nevada from January 22, 2024 to January 25, 2024 for the City’s Senior Construction Manager to attend the WOC 2024 Tradeshow. The estimated cost is \$4,500; and

WHEREAS, sufficient funds have been allocated in the approved FY 2023-24 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop authorizes the out-of-state travel in Las Vegas, Nevada from January 22, 2024 to January 25, 2024 for the City’s Senior Construction Manager to attend the WOC 2024 Tradeshow.

The foregoing resolution was passed and adopted this 11th day of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

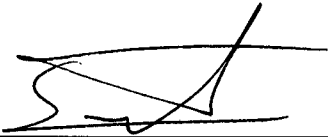
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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ITEM 4.8

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: ANIMAL CENTER STAFFING RECOMMENDATIONS

RECOMMENDATION: Adopt a Resolution Removing the Animal Shelter Supervisor Job Description and Creating the Animal Center Manager Job Description, Amending the Grade/ Step Table and Position Control Roster and Associated Budget Amendment

SUMMARY

On October 10, 2022 the City Council approved the buildout of Capital Improvement Project, GG 23-06, Temporary Animal Center. Staff has worked diligently to make the temporary animal center a welcoming environment that protects the health and safety of the community and their pets. As the Animal Center has become operational staff has realized the importance of having a manager level position and additional Animal Center Assistant's for the animal center's round the clock operations, including weekends and holidays.

The addition of the City's own animal center necessitates oversight of complex day to day matters that arise in compliance with humane animal care. The Animal Center Manager is required to formulate policy and develop goals and objectives for the animal center. The position is also expected to advise the Police Chief and command staff on animal service operation issues. While at the same time ensuring for the proper care and treatment of animals by animal center assigned staff. Additionally, this position is responsible for organizing events aimed to facilitate pet adoptions, to avoid overcrowding at the animal center.

An update to the job classification for the existing Animal Shelter Supervisor is being recommended based on the operational needs of the facility. This job description will now have the title of Animal Center Manager to more accurately reflect the assignments and duties required to operate the City's animal center. The new Animal Center Manager will be placed on the grade/ step table at a Grade 64. This action is consistent with other surrounding agencies and will ensure that the City can staff the animal center with someone who possesses the qualifications required. The movement on the Grade/ Step table will not require a budget amendment for FY23-24 due to the vacancy savings associated with the currently funded Animal Shelter Supervisor at Grade 53 being vacant.

The day to day operations of the Animal Center requires staffing seven days per week, including holidays, to meet the perpetual demands of operating the facility. The City utilized temporary labor through an outside staffing agency in order to understand the staffing needs of the new facility. The Animal Center is currently operating with one supervisor and four assistants or equivalent. At this time, staff is requesting three (3) Animal Center Assistants to meet the objectives of the division and maintain minimum staffing at the Animal Center. The three additional positions will replace the temporary staffing and require a budget amendment in year one of \$180,000 to fund the remaining 6 months of the fiscal year. The grade movement of

**CITY MANAGER’S REPORT
 DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
 ANIMAL CENTER STAFFING RECOMMENDATIONS**

the Animal Center Manager and the additional staffing requested will require a budget amendment of \$411,700 in year two of the biennial budget.

BACKGROUND:

On October 10, 2022 the City Council approved the buildout of Capital Improvement Project, GG 23-06, Temporary Animal Center. Staff has worked diligently to make the temporary animal center a welcoming environment that protects the health and safety of the community and their pets. As the Animal Center has become operational staff has realized the importance of having a manager level position and additional Animal Center Assistant’s for the animal center’s round the clock operations, including weekends and holidays.

The addition of the City’s own animal center necessitates oversight of complex day to day matters that arise in compliance with humane animal care. The Animal Center Manager is required to formulate policy and develop goals and objectives for the animal center. While at the same time ensuring for the proper care and treatment of animals by animal center assigned staff. Additionally, this position is responsible for organizing events aimed to facilitate pet adoptions, to avoid overcrowding at the animal center.

An update to the job classification for the existing Animal Shelter Supervisor is being recommended based on the operational needs of the facility. This job description will now have the title of Animal Center Manager to more accurately reflect the assignments and duties required to operate the City’s animal center.

The new Animal Center Manager will be placed on the grade/ step table at a Grade 64. This action is consistent with other surrounding agencies and will ensure that the City can staff the animal center with someone who possesses the qualifications required. The movement on the Grade/ Step table will not require a budget amendment for FY23-24 due to the vacancy savings associated with the currently funded Animal Shelter Supervisor at Grade 53 being vacant. Staff has looked at surrounding agency’s for comparable classification and compensation and the results are identified in the table below.

Agency	Title	Salary at Top Step
City of Tracy	Animal Services Manager	\$122,056
City of Manteca	Animal Services Supervisor	\$93,695
City of Elk Grove	Animal Services Manager	\$157,989
San Joaquin County	Animal Services Manager	\$110,247
Proposed:	Title	Grade 64 / Step 4
City of Lathrop	Animal Center Manager	\$112,684

The Animal Center Manager will work diligently to serve the public and animals of the City in a professional and well-organized manner with kindness and compassion. The Animal Center staff under their direction is dedicated to providing education,

**CITY MANAGER’S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
ANIMAL CENTER STAFFING RECOMMENDATIONS**

protection, and the humane treatment of animals in order to ensure a safe and healthy community and to promote the benefits of responsible pet ownership.

The day to day operations of the Animal Center requires staffing seven days per week, including holidays, to meet the perpetual demands of operating the facility. The City utilized temporary labor through an outside staffing agency in order to understand the staffing needs of the new facility. The Animal Center is currently operating with one supervisor and four assistants or equivalent. At this time, staff is requesting three (3) Animal Center Assistants to meet the objectives of the division and maintain minimum staffing at the Animal Center. The three additional positions will replace the temporary staffing and require a budget amendment in year one of \$180,000 to fund the remaining 6 months of the fiscal year. The grade movement of the Animal Center Manager and the additional staffing requested will require a budget amendment of \$411,700 in year two of the biennial budget.

REASON FOR RECOMMENDATION:

Staff has identified the need to modify the organizational structure to meet the management and operational requirements of the City’s Temporary Animal Center facility, and the future permanent Animal Center facility.

FISCAL IMPACT:

If approved by Council, the movement on the Grade/ Step table will not require a budget amendment for FY 23-24 due to the vacancy savings associated with the currently funded Animal Shelter Supervisor at Grade 53 being vacant. The three additional Animal Center Assistants will require a budget amendment in year one of \$180,000 to fund the remaining 6 months of the fiscal year. In future FY 24-25 there will be an increase of \$411,700 in account 1010-40-20-410-11-00 to fund the additional requested positions and the Animal Center Manager move at the top step of Grade 64 versus the existing top step of Grade 53.

Increase FY 23-24 Expenditures			
1010-40-20-410-1100	Salaries		\$180,000

Increase FY24-25 Expenditures			
1010-40-20-410-1100	Salaries		\$411,700

ATTACHMENTS:

- A. Resolution Approving Removing the Animal Shelter Supervisor Job Description and Creating the Animal Center Manager Job Description, Amending the Grade/ Step Table and Position Control Roster and Associated Budget Amendment
- B. Animal Center Manager Job Description, at Grade 64
- C. Updated Grade Step Table
- D. Updated Position Control Roster


**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
ANIMAL CENTER STAFFING RECOMMENDATIONS**

APPROVALS:



Teresa Vargas
Government Services Director
& City Clerk

12/7/23
Date



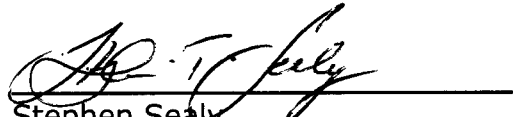
Cari James
Finance Director

12/7/23
Date



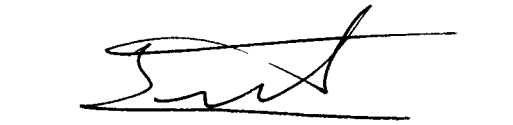
Thomas Hedegard
Deputy City Manager

12/7/2023
Date



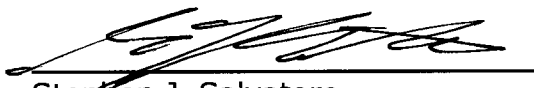
Stephen Sealy
Interim Chief of Police

12/7/2023
Date



Salvador Navarrete
City Attorney

12-7-2023
Date



Stephen J. Salvatore
City Manager

12.7.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP REMOVING THE ANIMAL SHELTER SUPERVISOR JOB DESCRIPTION AND CREATING THE ANIMAL CENTER MANAGER JOB DESCRIPTION, AMENDING THE GRADE/STEP TABLE AND POSITION CONTROL ROSTER AND ASSOCIATED BUDGET AMENDMENT

WHEREAS on October 10, 2022 the City Council approved the buildout of Capital Improvement Project, GG 23-06, Temporary Animal Center; and

WHEREAS, as the Animal Center has become operational staff has realized the importance of having a manager level position and additional Animal Center Assistant's for the animal center's round the clock operations, including weekends and holidays; and

WHEREAS, an update to the job classification for the existing Animal Shelter Supervisor is being recommended based on the operational needs of the facility. This job description will now have the title of Animal Center Manager to more accurately reflect the assignments and duties required to operate the City's animal center; and

WHEREAS, the new Animal Center Manager will be placed on the grade/ step table at a Grade 64. This action is consistent with other surrounding agencies and will ensure that the City can staff the animal center with someone who possesses the qualifications required; and

WHEREAS, staff has identified the need to modify the organizational structure to meet the management and operational requirements of the City's Temporary Animal Center facility, and the future permanent Animal Center facility; and

WHEREAS, the Animal Center Manager will work diligently to serve the public and animals of the City in a professional and well-organized manner with kindness and compassion. The Animal Center staff under their direction is dedicated to providing education, protection, and the humane treatment of animals in order to ensure a safe and healthy community and to promote the benefits of responsible pet ownership; and

WHEREAS, the day to day operations of the Animal Center requires staffing seven days per week, including holidays, to meet the perpetual demands of operating the facility. The City utilized temporary labor through an outside staffing agency in order to understand the staffing needs of the new facility. The Animal Center is currently operating with one supervisor and four assistants or equivalent. At this time, staff is requesting three (3) Animal Center Assistants to meet the objectives of the division and maintain minimum staffing at the Animal Center.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby approve removing the Animal Shelter Supervisor Job Description

and Creating the Animal Center Manager Job Description, Amending the Grade/ Step Table and Position Control Roster; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve the following budget amendment to fund the Animal Center Manager position and three (3) additional Animal Center Assistants

Increase FY 23-24 Expenditures

1010-40-20-410-1100	Salaries	\$180,000
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Increase FY24-25 Expenditures

1010-40-20-410-1100	Salaries	\$411,700
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The foregoing resolution was passed and adopted this 11th day of December 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

ANIMAL SHELTER CENTER

SUPERVISOR MANAGER

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

DEFINITION:

Under general direction, plans, ~~organizes, directs,~~ ~~position is responsible for supervising,~~ ~~ing~~ and manages the ~~ing~~ day-to-day activities and operations of the Lathrop Animal Shelter Center within the Police Department, including the compliance with applicable laws, regulations and policies related to the operation of a city maintained animal shelter center; ensures compliance with humane animal care, protection and related services; formulates policy and develops goals and objectives for the animal shelter center and proper care and treatment of animals; supervises staff assigned staff and volunteers; provides highly responsible and complex administrative assistance to the assigned department, and other departments/agencies as needed; performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS:

The ~~Animal Shelter Supervisor Center Manager~~ is a single position class in which the incumbent has division level responsibility for administration of the City's Animal Shelter Center services and programs, including coordinating and monitoring the facility budget and ~~purchasing shelter inventory items procurement~~; managing animal behavioral assessments, animal adoption and placement programs; compiling information and preparing a variety of regulatory and compliance reports related to federal and state regulations for animal shelter centers or shelters. Responsible for the effective supervision and administration of assigned staff including staff recruitment, development and training, performance evaluations, employee relations, prioritizing and assigning work, and related activities; may provide work direction for a variety of volunteers. It is distinguished from the Animal Center Assistant in that it has program planning, management and administration responsibilities for the entire Animal Center Division.

SUPERVISION RECEIVED AND EXERCISED:

This position is part of the ~~Community Animal Center Services~~ Division, within the Lathrop Police Department. Incumbent receives general direction from the ~~Operations Division Commander~~ Chief of Police, or designee. Exercises direct supervision over animal shelter center staff or volunteers.

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

- Knowledge advanced principles and practices of animal services management, including knowledge of federal, state and local laws, codes, ordinances, policies and procedures relevant to animal shelter centers to include custodial and remedial care, licensing, recovery, adoptions, placement, quarantine, euthanasia, animal behavior, proper grooming, and basic other related animal care. Knowledge of the proper use, secure storage and disposal of lethal chemicals, syringes and related equipment.
- Plans, organizes, coordinates, administers and directs the work of the Animal Shelter Center Division, and assigned facilities and assigned staff; develops and directs the implementation of goals, objectives, policies, procedures and work standards according to related regulations; develops and oversees

ANIMAL SHELTERCENTER-
SUPERVISOR/MANAGER

humane educational programs.

- Cooperates, coordinates, and supports the field work of the Community Service Officers in the enforcement and compliance of animal control laws and regulations, including care, control, impounding, licensing, collection of fees, disposal and education programs; develops, plans and implements ~~targeted~~ spay and neuter programs in coordination with the Community Service Officers.
- Knowledge of occupational hazards, safety precautions, and safety regulations related to effective animal care, maintaining sanitary conditions, protocols for potentially dangerous and vicious animals, quarantine requirements, disease control, and overall health of sheltercenter animals, and other work related precautions.
- Prepares a variety of reports related to short and long range City animal care and service needs, and develops specific proposals to meet them; develops programs and strategies for decreasing animal euthanasia.
- Coordinates ~~activities and~~ and contracts professional services for animal veterinary care, including medicine and treatment; administers prescription medicine and over the counter medicinal procedures under the care of a licensed veterinary professional; coordinates enforcement activities with surrounding organizations and agencies.
- Coordinates the selection, orientation, training and evaluation programs for assigned personnel; provides and/or coordinates staff training; provides positive motivation for employee performance; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of staff to ensure compliance with applicable state and local laws, codes and regulations; recruits sheltercenter volunteers, coordinates, and oversees their activities.
- Ensures compliance with section activities to pertinent codes, ordinances, regulations and guidelines; coordinates with City Attorney on matters pertaining to enforcement, compliance, prosecution, and changes to local and state laws applicable to animal services, care and sheltercenter management.
- Trains staff in the application of various animal restraint methods for the care of sheltercentered animals and the use of appropriate outcomes for sheltercentered animals; prepares staffing schedules; and maintains adequate coverage during hours of operations, weekends and holidays.
- Oversees and participates in the development of the annual budget; participates in the forecast of necessary funds for staffing, materials, services and supplies; administers and monitors the approved division budget; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Provides technical and professional advice; prepares and coordinates reports and presentations on current animal sheltercenter services and licensing related issues for City Council, City Manager, community groups and enforcement agencies.
- Monitors and keeps informed of current trends in the field of animal licensing, enforcement and animal care, including legislation, court rulings, and professional practices and techniques; evaluates their impact and recommends policy and procedural modifications accordingly.
- Responds to the most complex and difficult complaints, inquiries and requests related to animal sheltercenter services, licensing, animal nuisance and care issues; provides information and resolves service issues and complaints; represents the Division with other City departments, other agencies, civic groups and the public; makes public presentations needed.

ANIMAL SHELTERCENTER-
SUPERVISOR/MANAGER

- Prepares various reports on operations and activities; maintains records related to citations and licensing of animals.
- Appears and testifies in court as required.
- Establishes positive working relationships with representatives of law enforcement organizations, state/local agencies and associations, City management and staff, and the public; coordinates special events with local and regional agencies and jurisdiction related to education on animal care, foster programs and permanent adoptions.
- Performs other duties as required, or as assigned.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Tasks require the regular and, at times, sustained performance of moderately physically demanding work. Position requires prolonged sitting, running, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, repetitive hand movement, climbing fences, and crawling under houses in the performance of daily duties. The position also requires both near and far vision when performing investigations, operating assigned equipment and reading correspondence, statistical data and using a computer. The need to lift, carry and push animals and supplies weighing 100 pounds or more, with the proper lifting carrying, pushing and/or pulling techniques to minimize risk, may also be required. Some tasks require the ability to perceive and discriminate sounds, depth, texture, and visual cues or signals. Additionally, the incumbent may be required to work outdoors in all weather conditions, including adverse environmental conditions, such as dirt, dust, pollen, odors, wetness, humidity, weather, temperature and noise extremes, hazardous materials, bright/dim lights, toxic agents, disease, or pathogenic substances. The incumbent may be exposed to waste and infectious materials, and use cleaning chemicals, which may expose the employee to fumes, dust and air contaminants. The nature of the work also requires the incumbent to handle aggressive and biting animals/wildlife attacks; handle and move dead animals; drive motorized vehicles, work in heavy vehicle traffic conditions, and often work with constant interruptions.

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

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

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Animal ShelterCenter Supervisor/Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of experience in animal handling and care in an animal hospital, sheltercenter, or related animal facility is preferred, including two years in the enforcement of animal control regulations and six months of administrative and supervisory experience, and an associate of arts degree with coursework in animal science biology, animal behavior, police science, public administration or a related field.

License/Certificate:

- Possession of, or ability to obtain, a valid Class C California driver's license.

ANIMAL SHELTER CENTER-
SUPERVISOR/MANAGER

- Possession of, or the ability to obtain, a P.C. 832 P.O.S.T Certificate issued by the State of California is highly desirable.
- Possession of, or the ability to obtain, a Euthanasia Certificate.
- Possession of, or the ability to obtain, a child abuse reporting certificate (Penal Code 11166.5).

KNOWLEDGE/ABILITIES: *(The following are a representative sample of the KSA's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles and practice of management relating to animal services operations; various breeds of dogs, cats, and other domestic animals; safe and efficient methods of handling dogs and other small animals; principles and practices of program and budget development, administration and evaluation; methods of animal collection and impoundment; animal control laws and ordinances; common animal injuries, diseases and methods of control; techniques and methods for the treatment and euthanasia of animals; basic knowledge of child abuse reporting procedures and requirements; basic knowledge of court procedures as they relate to providing testimony regarding animal control cases; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, organize, direct and evaluate the work of subordinate staff; read, understand, interpret and explain ordinances, policies, and enforcement procedures; enforce animal control laws and regulations; recognize normal and abnormal animal behavior; utilize proper capturing, handling and muzzling techniques; administer first aid and lethal injections to animals; deal effectively with aggressive pet owners and others in the issuance of citations and impounding of animals; work cooperatively with other departments, outside agencies, and the general public; meet appropriate physical demands necessary for adequate job performance; perform a variety of animal control activities; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Historical Data

Position Adopted _____ by Resolution: 232- _____

FLSA Status: Exempt

LMCEA Bargaining Unit

ATTACHMENT " C "
 *FOR REFERENCE USE ONLY

CITY OF LATHROP
GRADE-STEP TABLE
 Eff. 12/11/2023

Adopted by Resolution No. 23-_____

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 15.7899	\$ 16.5795	\$ 17.4086	\$ 18.2789	\$ 19.1928
			bi-weekly	1,263	1,326	1,393	1,462	1,535
			monthly	2,737	2,874	3,017	3,168	3,327
			annual	32,843	34,485	36,210	38,020	39,921
21			hourly	\$ 16.1847	\$ 16.9941	\$ 17.8436	\$ 18.7358	\$ 19.6727
			bi-weekly	1,295	1,360	1,427	1,499	1,574
			monthly	2,805	2,946	3,093	3,248	3,410
			annual	33,664	35,348	37,115	38,970	40,919
22			hourly	\$ 16.5888	\$ 17.4185	\$ 18.2892	\$ 19.2037	\$ 20.1637
			bi-weekly	1,327	1,393	1,463	1,536	1,613
			monthly	2,875	3,019	3,170	3,329	3,495
			annual	34,505	36,230	38,042	39,944	41,941
23			hourly	\$ 17.0040	\$ 17.8543	\$ 18.7470	\$ 19.6846	\$ 20.6684
			bi-weekly	1,360	1,428	1,500	1,575	1,653
			monthly	2,947	3,095	3,249	3,412	3,583
			annual	35,368	37,137	38,994	40,944	42,990
24			hourly	\$ 17.4294	\$ 18.3009	\$ 19.2156	\$ 20.1764	\$ 21.1852
			bi-weekly	1,394	1,464	1,537	1,614	1,695
			monthly	3,021	3,172	3,331	3,497	3,672
			annual	36,253	38,066	39,968	41,967	44,065
25			hourly	\$ 17.8651	\$ 18.7580	\$ 19.6959	\$ 20.6809	\$ 21.7151
			bi-weekly	1,429	1,501	1,576	1,654	1,737
			monthly	3,097	3,251	3,414	3,585	3,764
			annual	37,159	39,017	40,967	43,016	45,167
26			hourly	\$ 18.3116	\$ 19.2272	\$ 20.1885	\$ 21.1978	\$ 22.2577
			bi-weekly	1,465	1,538	1,615	1,696	1,781
			monthly	3,174	3,333	3,499	3,674	3,858
			annual	38,088	39,993	41,992	44,091	46,296
27	RECREATION LEADER	UNREP	hourly	\$ 18.7693	\$ 19.7078	\$ 20.6935	\$ 21.7282	\$ 22.8144
			bi-weekly	1,502	1,577	1,655	1,738	1,825
			monthly	3,253	3,416	3,587	3,766	3,955
			annual	39,040	40,992	43,043	45,195	47,454
28			hourly	\$ 19.2385	\$ 20.2004	\$ 21.2105	\$ 22.2710	\$ 23.3848
			bi-weekly	1,539	1,616	1,697	1,782	1,871
			monthly	3,335	3,501	3,676	3,860	4,053
			annual	40,016	42,017	44,118	46,324	48,640
29			hourly	\$ 19.7196	\$ 20.7056	\$ 21.7408	\$ 22.8278	\$ 23.9693
			bi-weekly	1,578	1,656	1,739	1,826	1,918
			monthly	3,418	3,589	3,768	3,957	4,155
			annual	41,017	43,068	45,221	47,482	49,856
30			hourly	\$ 20.2125	\$ 21.2231	\$ 22.2842	\$ 23.3984	\$ 24.5684
			bi-weekly	1,617	1,698	1,783	1,872	1,965
			monthly	3,504	3,679	3,863	4,056	4,259
			annual	42,042	44,144	46,351	48,669	51,102
31			hourly	\$ 20.7179	\$ 21.7536	\$ 22.8414	\$ 23.9833	\$ 25.1826
			bi-weekly	1,657	1,740	1,827	1,919	2,015
			monthly	3,591	3,771	3,959	4,157	4,365
			annual	43,093	45,248	47,510	49,885	52,380
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 21.2358	\$ 22.2974	\$ 23.4125	\$ 24.5827	\$ 25.8121
			bi-weekly	1,699	1,784	1,873	1,967	2,065
			monthly	3,681	3,865	4,058	4,261	4,474
			annual	44,170	46,379	48,698	51,132	53,689
33			hourly	\$ 21.7666	\$ 22.8549	\$ 23.9976	\$ 25.1977	\$ 26.4575
			bi-weekly	1,741	1,828	1,920	2,016	2,117
			monthly	3,773	3,962	4,160	4,368	4,586
			annual	45,274	47,538	49,915	52,411	55,032
34			hourly	\$ 22.3108	\$ 23.4265	\$ 24.5979	\$ 25.8279	\$ 27.1189
			bi-weekly	1,785	1,874	1,968	2,066	2,170
			monthly	3,867	4,061	4,264	4,477	4,701
			annual	46,406	48,727	51,164	53,722	56,407
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 22.8688	\$ 24.0119	\$ 25.2125	\$ 26.4730	\$ 27.7968
			bi-weekly	1,830	1,921	2,017	2,118	2,224
			monthly	3,964	4,162	4,370	4,589	4,818
			annual	47,567	49,945	52,442	55,064	57,817

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 12/11/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
36			hourly	\$ 23.4405	\$ 24.6122	\$ 25.8431	\$ 27.1350	\$ 28.4918
			bi-weekly	1,875	1,969	2,067	2,171	2,279
			monthly	4,063	4,266	4,479	4,703	4,939
			annual	48,756	51,193	53,754	56,441	59,263
37	RECREATION SPECIALIST	SEIU	hourly	\$ 24.0262	\$ 25.2274	\$ 26.4889	\$ 27.8136	\$ 29.2039
	SPECIAL ASSISTANT	SEIU	bi-weekly	1,922	2,018	2,119	2,225	2,336
	ANIMAL CENTER ASSISTANT	SEIU	monthly	4,165	4,373	4,591	4,821	5,062
			annual	49,974	52,473	55,097	57,852	60,744
38			hourly	\$ 24.6272	\$ 25.8584	\$ 27.1511	\$ 28.5086	\$ 29.9342
			bi-weekly	1,970	2,069	2,172	2,281	2,395
			monthly	4,269	4,482	4,706	4,941	5,189
			annual	51,225	53,785	56,474	59,298	62,263
39			hourly	\$ 25.2427	\$ 26.5049	\$ 27.8299	\$ 29.2216	\$ 30.6823
			bi-weekly	2,019	2,120	2,226	2,338	2,455
			monthly	4,375	4,594	4,824	5,065	5,318
			annual	52,505	55,130	57,886	60,781	63,819
40			hourly	\$ 25.8740	\$ 27.1677	\$ 28.5260	\$ 29.9521	\$ 31.4496
			bi-weekly	2,070	2,173	2,282	2,396	2,516
			monthly	4,485	4,709	4,945	5,192	5,451
			annual	53,818	56,509	59,334	62,300	65,415
41	ADMINISTRATIVE ASSISTANT I	SEIU	hourly	\$ 26.5206	\$ 27.8466	\$ 29.2390	\$ 30.7009	\$ 32.2358
	MAINTENANCE WORKER I	SEIU	bi-weekly	2,122	2,228	2,339	2,456	2,579
	WATER METER READER I	SEIU	monthly	4,597	4,827	5,068	5,321	5,588
			annual	55,163	57,921	60,817	63,858	67,050
42	CUSTOMER SERVICE REPRESENTATIVE I	SEIU	hourly	\$ 27.1835	\$ 28.5427	\$ 29.9702	\$ 31.4685	\$ 33.0422
			bi-weekly	2,175	2,283	2,398	2,517	2,643
			monthly	4,712	4,947	5,195	5,455	5,727
			annual	56,542	59,369	62,338	65,455	68,728
43	POLICE OFFICER TRAINEE	NON-SWORN	hourly	\$ 27.8628	\$ 29.2564	\$ 30.7191	\$ 32.2551	\$ 33.8677
	POLICE RECORDS ASSISTANT I	SEIU	bi-weekly	2,229	2,341	2,458	2,580	2,709
			monthly	4,830	5,071	5,325	5,591	5,870
			annual	57,955	60,853	63,896	67,091	70,445
44	INFORMATION TECHNOLOGY TECHNICIAN	SEIU	hourly	\$ 28.5596	\$ 29.9878	\$ 31.4872	\$ 33.0615	\$ 34.7147
			bi-weekly	2,285	2,399	2,519	2,645	2,777
			monthly	4,950	5,198	5,458	5,731	6,017
			annual	59,404	62,375	65,493	68,768	72,206
45	ADMINISTRATIVE ASSISTANT II	SEIU	hourly	\$ 29.2736	\$ 30.7373	\$ 32.2743	\$ 33.8881	\$ 35.5825
	MAINTENANCE WORKER II	SEIU	bi-weekly	2,342	2,459	2,582	2,711	2,847
	RECREATION COORDINATOR	SEIU	monthly	5,074	5,328	5,594	5,874	6,168
	WATER METER READER II	SEIU	annual	60,889	63,934	67,130	70,487	74,012
46	POLICE RECORDS ASSISTANT II	SEIU	hourly	\$ 30.0058	\$ 31.5059	\$ 33.0810	\$ 34.7354	\$ 36.4719
			bi-weekly	2,400	2,520	2,646	2,779	2,918
			monthly	5,201	5,461	5,734	6,021	6,322
			annual	62,412	65,532	68,809	72,250	75,861
47	ADMINISTRATIVE ASSISTANT III	SEIU	hourly	\$ 30.7555	\$ 32.2937	\$ 33.9081	\$ 35.6034	\$ 37.3836
	ADMINISTRATIVE TECHNICIAN 1	SEIU	bi-weekly	2,460	2,583	2,713	2,848	2,991
	HUMAN RESOURCES TECHNICIAN	SEIU	monthly	5,331	5,598	5,877	6,171	6,480
	PERMIT TECHNICIAN I	SEIU	annual	63,971	67,171	70,529	74,055	77,758
48	MAINTENANCE WORKER III	SEIU	hourly	\$ 31.5247	\$ 33.1011	\$ 34.7558	\$ 36.4935	\$ 38.3185
	SOLID WASTE&RESOURCE CONSERV. COORD	SEIU	bi-weekly	2,522	2,648	2,780	2,919	3,065
			monthly	5,464	5,738	6,024	6,326	6,642
			annual	65,571	68,850	72,292	75,906	79,703
49	CUSTOMER SERVICE REPRESENTATIVE II	SEIU	hourly	\$ 32.3127	\$ 33.9283	\$ 35.6250	\$ 37.4063	\$ 39.2765
	PROPERTY AND EVIDENCE TECHNICIAN	SEIU	bi-weekly	2,585	2,714	2,850	2,993	3,142
			monthly	5,601	5,881	6,175	6,484	6,808
			annual	67,210	70,571	74,100	77,805	81,695
50	ENGINEERING TECHNICIAN I	SEIU	hourly	\$ 33.1205	\$ 34.7765	\$ 36.5155	\$ 38.3411	\$ 40.2583
			bi-weekly	2,650	2,782	2,921	3,067	3,221
			monthly	5,741	6,028	6,329	6,646	6,978
			annual	68,891	72,335	75,952	79,749	83,737
51	ADMINISTRATIVE TECHNICIAN II	SEIU	hourly	\$ 33.9487	\$ 35.6464	\$ 37.4285	\$ 39.3000	\$ 41.2648
	CRIME & INTELLIGENCE ANALYST	SEIU	bi-weekly	2,716	2,852	2,994	3,144	3,301
	PERMIT TECHNICIAN II	SEIU	monthly	5,884	6,179	6,488	6,812	7,153
	SENIOR ADMINISTRATIVE ASSISTANT	LMCEA	annual	70,613	74,144	77,851	81,744	85,831
	SENIOR CUSTOMER SERVICE REP	SEIU						

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 12/11/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
52	ACCOUNTANT I	SEIU	hourly	\$ 34.7972	\$ 36.5369	\$ 38.3639	\$ 40.2820	\$ 42.2962
	BUILDING INSPECTOR I	SEIU	bi-weekly	2,784	2,923	3,069	3,223	3,384
	COMMUNITY SERVICE OFFICER I	SEIU	monthly	6,032	6,333	6,650	6,982	7,331
	HR ANALYST I	LMCEA	annual	72,378	75,997	79,797	83,787	87,976
	UTILITY OPERATOR I	SEIU						
53	CONSTRUCTION INSPECTOR I	SEIU	hourly	\$ 35.6673	\$ 37.4503	\$ 39.3228	\$ 41.2891	\$ 43.3538
	POLICE RECORDS SUPERVISOR	LMCEA	bi-weekly	2,853	2,996	3,146	3,303	3,468
	LEGAL SECRETARY	LMCEA	monthly	6,182	6,491	6,816	7,157	7,515
	ANIMAL SHELTER SUPERVISOR		annual	74,188	77,897	81,791	85,881	90,176
54	ENGINEERING TECHNICIAN II	SEIU	hourly	\$ 36.5588	\$ 38.3868	\$ 40.3060	\$ 42.3214	\$ 44.4376
	EXECUTIVE ASSISTANT	LMCEA	bi-weekly	2,925	3,071	3,224	3,386	3,555
			monthly	6,337	6,654	6,986	7,336	7,703
			annual	76,042	79,845	83,836	88,028	92,430
55	BUILDING INSPECTOR II	SEIU	hourly	\$ 37.4729	\$ 39.3465	\$ 41.3138	\$ 43.3793	\$ 45.5484
	COMMUNITY SERVICE OFFICER II	SEIU	bi-weekly	2,998	3,148	3,305	3,470	3,644
	PERMIT TECHNICIAN III	SEIU	monthly	6,495	6,820	7,161	7,519	7,895
	SENIOR ACCOUNTING TECHNICIAN	SEIU	annual	77,944	81,841	85,933	90,229	94,741
56	ACCOUNTANT II	SEIU	hourly	\$ 38.4098	\$ 40.3301	\$ 42.3467	\$ 44.4642	\$ 46.6871
	DEPUTY CITY CLERK	LMCEA	bi-weekly	3,073	3,226	3,388	3,557	3,735
	HR ANALYST II	LMCEA	monthly	6,658	6,991	7,340	7,707	8,092
	MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	annual	79,892	83,887	88,081	92,486	97,109
57	CONSTRUCTION INSPECTOR II	SEIU	hourly	\$ 39.3698	\$ 41.3383	\$ 43.4054	\$ 45.5754	\$ 47.8544
	CUSTOMER SERVICE SUPERVISOR	LMCEA	bi-weekly	3,150	3,307	3,472	3,646	3,828
	LEGAL ASSISTANT	LMCEA	monthly	6,824	7,165	7,524	7,900	8,295
	PARKS & RECREATION SUPERVISOR	LMCEA	annual	81,889	85,984	90,283	94,797	99,537
58	ASSISTANT PLANNER	SEIU	hourly	\$ 40.3541	\$ 42.3718	\$ 44.4905	\$ 46.7147	\$ 49.0508
	JUNIOR ENGINEER	SEIU	bi-weekly	3,228	3,390	3,559	3,737	3,924
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,995	7,344	7,712	8,097	8,502
	ELECTRICIAN / INSTRUMENT TECH	SEIU	annual	83,936	88,133	92,540	97,167	102,026
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 41.3630	\$ 43.4312	\$ 45.6026	\$ 47.8825	\$ 50.2770
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	3,309	3,474	3,648	3,831	4,022
	COMMUNITY SERVICE OFFICER III	SEIU	monthly	7,170	7,528	7,904	8,300	8,715
	LANDSCAPE & IRRIGATION SPECIALIST	LMCEA	annual	86,035	90,337	94,853	99,596	104,576
60	EXECUTIVE ASSIST TO THE CITY MANAGER	LMCEA	hourly	\$ 42.3973	\$ 44.5171	\$ 46.7429	\$ 49.0801	\$ 51.5339
	INFORMATION TECHNOLOGY ENGINEER I	LMCEA	bi-weekly	3,392	3,561	3,739	3,926	4,123
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	7,349	7,716	8,102	8,507	8,933
			annual	88,186	92,596	97,225	102,087	107,191
61	CONSTRUCTION INSPECTOR III	SEIU	hourly	\$ 43.4569	\$ 45.6300	\$ 47.9112	\$ 50.3068	\$ 52.8222
	POLICE SERVICES MANAGER	LMCEA	bi-weekly	3,477	3,650	3,833	4,025	4,226
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	7,533	7,909	8,305	8,720	9,156
	UTILITY OPERATOR III	SEIU	annual	90,390	94,910	99,655	104,638	109,870
62	WW TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 44.5434	\$ 46.7707	\$ 49.1090	\$ 51.5647	\$ 54.1427
			bi-weekly	3,563	3,742	3,929	4,125	4,331
			monthly	7,721	8,107	8,512	8,938	9,385
			annual	92,650	97,283	102,147	107,254	112,617
63	ASSOCIATE PLANNER	SEIU	hourly	\$ 45.6571	\$ 47.9399	\$ 50.3370	\$ 52.8535	\$ 55.4962
	SENIOR BUILDING INSPECTOR	SEIU	bi-weekly	3,653	3,835	4,027	4,228	4,440
			monthly	7,914	8,310	8,725	9,161	9,619
			annual	94,967	99,715	104,701	109,935	115,432
64	ASSISTANT ENGINEER	SEIU	hourly	\$ 46.7983	\$ 49.1381	\$ 51.5952	\$ 54.1752	\$ 56.8837
	COMPLIANCE ENGINEER	SEIU	bi-weekly	3,744	3,931	4,128	4,334	4,551
	PARKS AND FACILITIES MANAGER	LMCEA	monthly	8,112	8,517	8,943	9,390	9,860
	PARKS AND REC ADMINISTRATOR	SEIU	annual	97,341	102,207	107,318	112,684	118,318
	RECREATION MANAGER	LMCEA						
	STREETS AND OPERATIONS MANAGER	LMCEA						
65	BUDGET MANAGER	LMCEA	hourly	\$ 47.9684	\$ 50.3670	\$ 52.8851	\$ 55.5294	\$ 58.3061
	POLICE OFFICER	SWORN	bi-weekly	3,837	4,029	4,231	4,442	4,664
	SENIOR ACCOUNTANT	LMCEA	monthly	8,315	8,730	9,167	9,625	10,106
			annual	99,774	104,763	110,001	115,501	121,277

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 12/11/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
66			hourly	\$ 49,1676	\$ 51,6259	\$ 54,2073	\$ 56,9175	\$ 59,7638
			bi-weekly	3,933	4,130	4,337	4,553	4,781
			monthly	8,522	8,948	9,396	9,866	10,359
			annual	102,269	107,382	112,751	118,388	124,309
67	COMMUNITY SERVICES SUPERVISOR	LMCEA	hourly	\$ 50,3967	\$ 52,9168	\$ 55,5624	\$ 58,3410	\$ 61,2575
	HUMAN RESOURCES MANAGER	EXEMPT	bi-weekly	4,032	4,233	4,445	4,667	4,901
	INFORMATION TECHNOLOGY ENGINEER II	LMCEA	monthly	8,735	9,172	9,631	10,112	10,618
	SENIOR MANAGEMENT ANALYST	LMCEA	annual	104,825	110,067	115,570	121,349	127,416
	SPECIAL DISTRICTS MANAGER	LMCEA						
68	PERMIT AND PLAN CHECK SUPERVISOR	LMCEA	hourly	\$ 51,6565	\$ 54,2396	\$ 56,9514	\$ 59,7991	\$ 62,7892
			bi-weekly	4,133	4,339	4,556	4,784	5,023
			monthly	8,954	9,402	9,872	10,365	10,883
			annual	107,445	112,818	118,459	124,382	130,602
69	SENIOR PLANNER	LMCEA	hourly	\$ 52,9481	\$ 55,5955	\$ 58,3755	\$ 61,2941	\$ 64,3587
	UTILITY PLANT SUPERVISOR	LMCEA	bi-weekly	4,236	4,448	4,670	4,904	5,149
			monthly	9,178	9,637	10,118	10,624	11,156
			annual	110,132	115,639	121,421	127,492	133,866
70	ASSOCIATE ENGINEER	SEIU	hourly	\$ 54,2720	\$ 56,9857	\$ 59,8346	\$ 62,8265	\$ 65,9677
			bi-weekly	4,342	4,559	4,787	5,026	5,277
			monthly	9,407	9,878	10,371	10,890	11,434
			annual	112,886	118,530	124,456	130,679	137,213
71	INFORMATION TECH ENGINEER III	LMCEA	hourly	\$ 55,6289	\$ 58,4100	\$ 61,3306	\$ 64,3969	\$ 67,6168
	PARKS AND REC SUPERINTENDENT	LMCEA	bi-weekly	4,450	4,673	4,906	5,152	5,409
			monthly	9,642	10,124	10,631	11,162	11,720
			annual	115,708	121,493	127,568	133,946	140,643
72	POLICE SERGEANT	SWORN	hourly	\$ 57,0195	\$ 59,8704	\$ 62,8640	\$ 66,0070	\$ 69,3074
			bi-weekly	4,562	4,790	5,029	5,281	5,545
			monthly	9,883	10,378	10,896	11,441	12,013
			annual	118,600	124,530	130,757	137,295	144,159
73	ASSISTANT CHIEF BUILDING OFFICIAL	LMCEA	hourly	\$ 58,4447	\$ 61,3670	\$ 64,4356	\$ 67,6572	\$ 71,0400
			bi-weekly	4,676	4,909	5,155	5,413	5,683
			monthly	10,130	10,637	11,169	11,727	12,314
			annual	121,565	127,643	134,026	140,727	147,763
74	CITY CLERK	EXEMPT	hourly	\$ 59,9062	\$ 62,9013	\$ 66,0461	\$ 69,3486	\$ 72,8159
	FINANCE MANAGER	LMCEA	bi-weekly	4,792	5,032	5,284	5,548	5,825
	PRINCIPAL PLANNER	LMCEA	monthly	10,384	10,903	11,448	12,020	12,621
	SENIOR CIVIL ENGINEER	LMCEA	annual	124,605	130,835	137,376	144,245	151,457
75			hourly	\$ 61,4039	\$ 64,4739	\$ 67,6973	\$ 71,0824	\$ 74,6363
			bi-weekly	4,912	5,158	5,416	5,687	5,971
			monthly	10,643	11,175	11,734	12,321	12,937
			annual	127,720	134,106	140,810	147,851	155,243
76	ACCOUNTING MANAGER	LMCEA	hourly	\$ 62,9387	\$ 66,0858	\$ 69,3898	\$ 72,8594	\$ 76,5023
	CONSTRUCTION SUPERINTENDENT	LMCEA	bi-weekly	5,035	5,287	5,551	5,829	6,120
	DEPUTY DIRECTOR OF PARKS, REC & MAINT	LMCEA	monthly	10,909	11,455	12,028	12,629	13,260
	PARKS PROJECT MANAGER	LMCEA	annual	130,913	137,458	144,331	151,548	159,125
	PROJECTS MANAGER	LMCEA						
	UTILITY OPERATIONS SUPERINTENDENT	LMCEA						
77	ASSISTANT CITY ATTORNEY	EXEMPT	hourly	\$ 64,5119	\$ 67,7378	\$ 71,1246	\$ 74,6807	\$ 78,4149
			bi-weekly	5,161	5,419	5,690	5,974	6,273
			monthly	11,182	11,741	12,328	12,945	13,592
			annual	134,185	140,895	147,939	155,336	163,103
78	DEPUTY FINANCE DIRECTOR	LMCEA	hourly	\$ 66,1252	\$ 69,4311	\$ 72,9028	\$ 76,5478	\$ 80,3755
			bi-weekly	5,290	5,554	5,832	6,124	6,430
			monthly	11,462	12,035	12,636	13,268	13,932
			annual	137,540	144,417	151,638	159,219	167,181
79	ECONOMIC DEV ADMINISTRATOR	LMCEA	hourly	\$ 67,7782	\$ 71,1668	\$ 74,7257	\$ 78,4617	\$ 82,3847
	LAND DEVELOPMENT MANAGER	LMCEA	bi-weekly	5,422	5,693	5,978	6,277	6,591
			monthly	11,748	12,336	12,952	13,600	14,280
			annual	140,979	148,027	155,429	163,200	171,360

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 12/11/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>2023 Compensation May Be Subject to CalPERS Compensation Limits Beginning at Grade 80/Step 5</u>								
80	ASSISTANT COM DEV DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA LMCEA LMCEA	hourly	\$ 69.4724	\$ 72.9462	\$ 76.5935	\$ 80.4231	\$ 84.4443
			bi-weekly	5,558	5,836	6,127	6,434	6,756
			monthly	12,042	12,644	13,276	13,940	14,637
			annual	144,503	151,728	159,315	167,280	175,644
81	CHIEF BUILDING OFFICIAL CHIEF INFORMATION OFFICER POLICE LIEUTENANT	EXEMPT EXEMPT SWORN	hourly	\$ 71.2096	\$ 74.7701	\$ 78.5089	\$ 82.4341	\$ 86.5557
			bi-weekly	5,697	5,982	6,281	6,595	6,924
			monthly	12,343	12,960	13,608	14,289	15,003
			annual	148,116	155,522	163,299	171,463	180,036
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 72.9896	\$ 76.6395	\$ 80.4711	\$ 84.4945	\$ 88.7197
			bi-weekly	5,839	6,131	6,438	6,760	7,098
			monthly	12,652	13,284	13,948	14,646	15,378
			annual	151,818	159,410	167,380	175,749	184,537
83	SENIOR CONSTRUCTION MANAGER	LMCEA	hourly	\$ 74.8145	\$ 78.5550	\$ 82.4829	\$ 86.6066	\$ 90.9372
			bi-weekly	5,985	6,284	6,599	6,929	7,275
			monthly	12,968	13,616	14,297	15,012	15,762
			annual	155,614	163,394	171,564	180,142	189,149
84	POLICE COMMANDER	SWORN	hourly	\$ 76.6846	\$ 80.5191	\$ 84.5448	\$ 88.7719	\$ 93.2110
			bi-weekly	6,135	6,442	6,764	7,102	7,457
			monthly	13,292	13,957	14,654	15,387	16,157
			annual	159,504	167,480	175,853	184,646	193,879
85	DIRECTOR OF GOV'T SERV/CITY CLERK DIRECTOR OF HUMAN RESOURCES DIRECTOR OF INFORMATION SYSTEMS DIRECTOR OF PARKS, REC & MAINT SERV	EXEMPT EXEMPT EXEMPT EXEMPT	hourly	\$ 78.6017	\$ 82.5320	\$ 86.6586	\$ 90.9915	\$ 95.5410
			bi-weekly	6,288	6,603	6,933	7,279	7,643
			monthly	13,624	14,306	15,021	15,772	16,560
			annual	163,492	171,667	180,250	189,262	198,725
86	CITY ENGINEER	EXEMPT	hourly	\$ 80.5667	\$ 84.5953	\$ 88.8249	\$ 93.2662	\$ 97.9295
			bi-weekly	6,445	6,768	7,106	7,461	7,834
			monthly	13,965	14,663	15,396	16,166	16,974
			annual	167,579	175,958	184,756	193,994	203,693
87	DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 82.5811	\$ 86.7102	\$ 91.0458	\$ 95.5978	\$ 100.3779
			bi-weekly	6,606	6,937	7,284	7,648	8,030
			monthly	14,314	15,030	15,781	16,570	17,399
			annual	171,769	180,357	189,375	198,844	208,786
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT EXEMPT	hourly	\$ 84.6456	\$ 88.8778	\$ 93.3216	\$ 97.9878	\$ 102.8872
			bi-weekly	6,772	7,110	7,466	7,839	8,231
			monthly	14,672	15,405	16,176	16,985	17,834
			annual	176,063	184,866	194,109	203,815	214,005
89			hourly	\$ 86.7618	\$ 91.0998	\$ 95.6550	\$ 100.4378	\$ 105.4594
			bi-weekly	6,941	7,288	7,652	8,035	8,437
			monthly	15,039	15,791	16,580	17,409	18,280
			annual	180,465	189,488	198,962	208,911	219,356
90	DEPUTY CITY MANAGER	EXEMPT	hourly	\$ 88.9310	\$ 93.3772	\$ 98.0462	\$ 102.9486	\$ 108.0960
			bi-weekly	7,114	7,470	7,844	8,236	8,648
			monthly	15,415	16,185	16,995	17,844	18,737
			annual	184,977	194,225	203,936	214,133	224,840
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 91.1541	\$ 95.7115	\$ 100.4975	\$ 105.5226	\$ 110.7986
			bi-weekly	7,292	7,657	8,040	8,442	8,864
			monthly	15,800	16,590	17,420	18,291	19,205
			annual	189,601	199,080	209,035	219,487	230,461
92			hourly	\$ 93.4394	\$ 98.1119	\$ 103.0116	\$ 108.1600	\$ 113.5680
			bi-weekly	7,475	7,849	8,241	8,653	9,085
			monthly	16,196	17,006	17,855	18,748	19,685
			annual	194,354	204,073	214,264	224,973	236,221
93			hourly	\$ 95.7757	\$ 100.5564	\$ 105.5858	\$ 110.8640	\$ 116.4126
			bi-weekly	7,662	8,045	8,447	8,869	9,313
			monthly	16,601	17,430	18,302	19,216	20,178
			annual	199,213	209,157	219,618	230,597	242,138
94			hourly	\$ 98.1660	\$ 103.0765	\$ 108.2249	\$ 113.6437	\$ 119.3221
			bi-weekly	7,853	8,246	8,658	9,091	9,546
			monthly	17,015	17,867	18,759	19,698	20,682
			annual	204,185	214,399	225,108	236,379	248,190
95			hourly	\$ 100.6104	\$ 105.6399	\$ 110.9289	\$ 116.4667	\$ 122.2965
			bi-weekly	8,049	8,451	8,874	9,317	9,784
			monthly	17,439	18,311	19,228	20,188	21,198
			annual	209,270	219,731	230,732	242,251	254,377

**CITY OF LATHROP
GRADE-STEP TABLE
Eff. 12/11/2023**

Adopted by Resolution No. 23-_____

**FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
96		hourly	\$ 103,1306	\$ 108,2898	\$ 113,6978	\$ 119,3870	\$ 125,3574
		bi-weekly	8,250	8,663	9,096	9,551	10,029
		monthly	17,876	18,770	19,708	20,694	21,729
		annual	214,512	225,243	236,491	248,325	260,743

CONTRACT							
	POLICE CHIEF	EXEMPT	annual	\$ 236,379			
	CITY ATTORNEY	EXEMPT	annual	\$ 258,153			
	CITY MANAGER	EXEMPT	annual	\$ 277,023			

Changes

Add:

Animal Shelter Supervisor Grade 53 to Animal Center Manager Grade 64

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
CITY MANAGER			
City Manager			
Assistant City Manager	0.25	0.25	0.25
Deputy City Manager	0.00	1.00	1.00
City Engineer	0.00	0.00	0.00
City Manager	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00
Total	2.75	3.75	3.75
CITY MANAGER - Total	2.75	3.75	3.75
CITY CLERK			
City Clerk			
Deputy City Clerk	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50
Total	1.50	1.50	1.50
CITY CLERK - Total	1.50	1.50	1.50
CITY ATTORNEY			
City Attorney			
Administrative Assistant I/II/III	1.00	1.00	1.00
City Attorney	1.00	1.00	1.00
Legal Secretary	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00
Total	3.00	3.00	3.00
CITY ATTORNEY - Total	3.00	3.00	3.00
HUMAN RESOURCES			
Human Resources			
Human Resources Director	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00
HR Analyst I/II	1.00	1.00	1.00
HR Technician	1.00	1.00	1.00
Total	4.00	4.00	4.00
HUMAN RESOURCES - Total	4.00	4.00	4.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
FINANCE			
Finance			
Accountant I/II	0.00	0.00	0.00
Accounting Manager	0.00	0.00	0.00
Accounting Specialist I/II/Technician	0.00	0.00	0.00
Administrative Technician I/II	1.00	1.00	1.00
Customer Service Representatives I/II	5.00	5.00	5.00
Customer Service Supervisor	1.00	1.00	1.00
Deputy Finance Director	1.00	0.00	0.00
Director of Finance	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00
Management Analyst I/II	2.00	2.00	2.00
Senior Administrative Assistant	0.00	0.00	0.00
Senior Customer Service Representative	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00
Total	15.00	14.00	14.00
FINANCE - Total	15.00	14.00	14.00
INFORMATION SYSTEMS			
Information Systems			
Administrative Assistant I/II/III	0.00	0.00	0.00
Director of Information Systems	1.00	1.00	1.00
Chief Information Officer	1.00	1.00	1.00
Information Technology Technician	0.00	0.00	0.00
Information Technology Engineer I/II/III	6.00	6.00	6.00
Management Analyst I/II	1.00	1.00	1.00
Total	9.00	9.00	9.00
INFORMATION SYSTEMS - Total	9.00	9.00	9.00
COMMUNITY DEVELOPMENT			
Planning			
Administrative Assistant I/II/III	0.10	0.10	0.10
Assistant Community Development Director	0.00	0.00	0.00
Associate Planner	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Principal Planner	0.00	0.00	0.00
Senior Administrative Assistant	0.00	0.00	0.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
Senior Planner	1.00	1.00	1.00
Total	4.10	4.10	4.10
COMMUNITY DEVELOPMENT - Total	4.10	4.10	4.10

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
PUBLIC SAFETY			
Police			
Sworn			
Police Chief	1.00	1.00	1.00
Police Commander	2.00	2.00	2.00
Police Lieutenant	1.00	1.00	1.00
Police Officer	32.00	32.00	32.00
Police Sergeant	6.00	6.00	6.00
Total	42.00	42.00	42.00
Non-Sworn			
Police Forensic Analyst I/II	0.00	0.00	0.00
Police Records Assistant I/II	2.00	2.00	2.00
Police Records Supervisor	1.00	1.00	1.00
Property & Evidence Technician	1.00	1.00	1.00
Total	4.00	4.00	4.00
Administration			
Management Analyst I/II	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Senior Administrative Assistant	0.00	0.00	0.00
Total	2.00	2.00	2.00
Community Services Division			
Community Services Supervisor	1.00	1.00	1.00
Community Services Officer I/II/III	5.00	5.00	5.00
Administrative Assistant I/II/III	1.00	1.00	1.00
Animal Center Assistant	1.00	1.00	4.00
Animal Shelter Supervisor	1.00	1.00	0.00
Animal Center Manager	0.00	0.00	1.00
Animal Services Assistant	0.00	0.00	0.00
Total	9.00	9.00	12.00
PUBLIC SAFETY - Total	57.00	57.00	60.00
PARKS, RECREATION AND MAINTENANCE SERVICES			
Parks and Recreation			
Administrative Assistant I/II/III	3.00	3.00	3.00
Director of Parks, Recreation and Maintenance	1.00	1.00	1.00
Deputy Director of Parks, Recreation and Maintenance	0.00	0.00	0.00
Management Analyst I/II	1.00	1.00	1.00
Recreation Coordinator	3.00	3.00	3.00
Recreation Leaders	9.45	9.45	9.45
Recreation Manager	1.00	1.00	1.00
Recreation Supervisor	2.00	2.00	2.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
Senior Accountant	0.00	0.00	0.00
Senior Administrative Assistant	1.00	1.00	1.00
Senior Recreation Leaders	5.00	5.00	5.00
Total	26.45	26.45	26.45

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
Maintenance Services			
Landscape and Irrigation Specialist	1.00	1.00	1.00
Maintenance Services Supervisor	1.00	1.00	1.00
Maintenance Worker I/II/III	5.00	5.00	5.00
Parks and Facilities Manager	0.00	0.00	0.00
Parks and Recreation Supervisor	1.00	1.00	1.00
Senior Recreation Leaders	2.00	2.00	2.00
Total	10.00	10.00	10.00
PARKS, RECREATION AND MAINTENANCE - Total	36.45	36.45	36.45
BUILDING SAFETY AND INSPECTIONS			
Building			
Administrative Assistant I/II/III	0.60	0.60	0.60
Assistant City Manager	0.32	0.32	0.32
Building Inspector I/II/III	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00
Management Analyst I/II	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00
Permit Technician I/II/III	3.00	3.00	3.00
Total	9.92	9.92	9.92
BUILDING SAFETY AND INSPECTIONS - Total	9.92	9.92	9.92
PUBLIC WORKS			
Public Works			
Administrative Assistant I/II/III	3.30	3.30	3.30
Assistant City Manager	0.43	0.43	0.43
Assistant Engineer	3.00	3.00	3.00
Associate Engineer	1.00	1.00	1.00
City Engineer	1.00	1.00	1.00
Compliance Engineer	1.00	1.00	1.00
Construction Inspector I/II/III	3.00	3.00	3.00
Construction Superintendent	1.00	1.00	1.00
Director of Public Works	0.00	0.00	0.00
Electrician / Instrument Technician	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Maintenance Worker I/II/III	3.00	3.00	3.00
Management Analyst I/II	1.00	1.00	1.00
Meter Reader I/II	2.00	2.00	2.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
Senior Accountant	0.00	0.00	0.00
Senior Administrative Assistant	0.00	0.00	0.00
Senior Civil Engineer	2.00	2.00	2.00

AUTHORIZED POSITIONS BY DEPARTMENT

Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 12/11/23
Senior Construction Manager	1.00	1.00	1.00
Streets and Maintenance Operation Manager	1.00	1.00	1.00
Utility Operations Superintendent	1.00	1.00	1.00
Utility Operator I/II/III	7.00	7.00	7.00
Utility Plant Supervisor	1.00	1.00	1.00
Total	34.73	34.73	34.73
PUBLIC WORKS - Total	34.73	34.73	34.73
Grand Total	177.45	177.45	180.45

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ITEM: **APPROVE INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES**

RECOMMENDATION: **Adopt Resolution Approving an Interagency Agreement between the City of Lathrop and Manteca Unified School District to Provide School Resource Officer Services, with Terms and Conditions Ending June 2026**

SUMMARY:

The Lathrop City Council approved four (4) School Resource Officers (SRO) as part of the Lathrop Police Department. The Police Department currently assigns two (2) SRO's to the Manteca Unified School District school campuses in the City of Lathrop on a rotational basis. Having an SRO on campus enhances student and staff safety and fosters positive relationships between law enforcement and the school community. The proposed Interagency Agreement outlines the responsibilities of each party involved including indemnification to address potential liability associated with providing the SRO services.

Staff recommends that the City Council approve the Interagency Agreement between the City of Lathrop and Manteca Unified School District to provide School Resource Officer Services, with the terms and conditions of the Interagency Agreement to apply for the next three (3) school years ending in June of 2026.

BACKGROUND:

The City Council recognizes the importance of school safety, and approved four (4) SRO's as part of the Police Department. The SROs are assigned to Lathrop school sites within the Manteca Unified School District and River Islands Academies. The SRO's primary focus is to provide law enforcement presence at the school campuses, promote positive relationships between law enforcement and students, and foster a partnership with the school's administration to create a safer learning environment.

The Police Department currently assigns two (2) SRO's to the Manteca Unified School District school campuses in the City of Lathrop on a rotational basis. The City of Lathrop and Manteca Unified School District are aligned with their shared commitment to prioritize the safety and welfare of the students, and the school community. The proposed Interagency Agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing SRO services.

CITY MANAGER'S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND
MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE
OFFICER SERVICES

REASON FOR RECOMMENDATION:

The Police Department currently assigns two (2) School Resource Officers to Manteca Unified School District school campuses. The proposed Interagency Agreement formalizes the negotiated terms and responsibilities of each party, and establishes mutual indemnification to address potential liability associated with providing the SRO services.

FISCAL IMPACT:

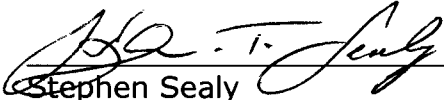
The personnel costs of the School Resource Officers assigned to Manteca Unified School District are currently budgeted in the adopted Police Department Fiscal Year budgets for 2023-2024 and 2024-2025.

ATTACHMENTS:

- A. Resolution Approving Interagency Agreement between the City of Lathrop and Manteca Unified School District to Provide School Resource Officer Services
- B. Interagency Agreement between the City of Lathrop and Manteca Unified School District


CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND
MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE
OFFICER SERVICES

APPROVALS



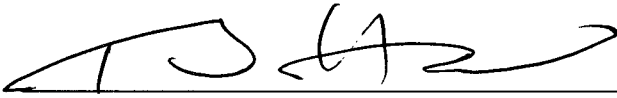
Stephen Sealy
Interim Chief of Police

12/7/2023
Date



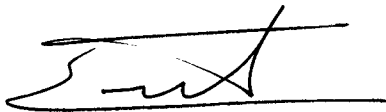
Cari James
Finance Director

12/7/2023
Date



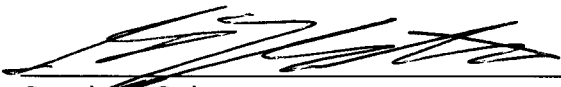
Thomas Hedegard
Deputy City Manager

12/7/2023
Date



Salvador Navarrete
City Attorney

12-7-2023
Date



Stephen Salvatore
City Manager

12.7.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF LATHROP AND MANTECA UNIFIED SCHOOL DISTRICT TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES, WITH TERMS AND CONDITIONS ENDING JUNE 2026

WHEREAS, the City Council approved four (4) School Resource Officers (SRO) as part of the Lathrop Police Department; and

WHEREAS, the Police Department currently assigns two (2) SROs to Manteca Unified School District school campuses in the City of Lathrop on a rotational basis; and

WHEREAS, the SRO's primary focus is to provide law enforcement presence at the school campuses, promote positive relationships between law enforcement and students, and foster a partnership with the school's administration to create a safer learning environment; and

WHEREAS, the City of Lathrop and Manteca Unified School District are aligned with their shared commitment to prioritize the safety and welfare of the students and the school community; and

WHEREAS, the proposed Interagency Agreement outlines the responsibilities of each party and establishes mutual indemnification to address potential liability associated with providing the SRO services; and

WHEREAS, the personnel costs of the School Resource Officers assigned to Manteca Unified School District are currently budgeted in the adopted Police Department Fiscal Year budgets for 2023-2024 and 2024-2025.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approves the proposed Interagency Agreement between the City of Lathrop and Manteca Unified School District to provide School Resource Officer Services, with terms and conditions ending June 2026.

The foregoing resolution was passed and adopted this 11th day of December 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

INTERAGENCY AGREEMENT FOR SCHOOL RESOURCE OFFICERS

This Agreement, dated for convenience this _____ day of December 2023, is by and between MANTECA UNIFIED SCHOOL DISTRICT (“District”) and the CITY OF LATHROP, a California Municipal Corporation (“City”). The City and District may be referred to herein as “Party” or collectively “Parties”.

RECITALS

WHEREAS, the City will assign two (2) Lathrop Police Department Officers as School Resource Officers (SRO) to its District public school campuses on a rotational basis; and

WHEREAS, the terms and conditions of the Agreement are intended to apply for the next three (3) school years ending in June of 2026.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and District hereby agree as follows:

1. **Defined Terms.** Capitalized terms used in this Agreement are given the following meanings:
 - a. “City” means the City of Lathrop, a California municipal corporation and public body, its employees, agents and its invitees pursuant to applicable law.
 - b. “District” means the Manteca Unified School District, its Board of Trustees, employees (both full and part time), students and its invitees pursuant to applicable law.
 - c. “Effective Date” means this Agreement shall be effective upon the date of full execution hereof by the Parties.
 - d. “Agreement” means this Agreement, including the Recitals and the Exhibits.
 - e. “SRO” means a School Resource Officer employed by the City and subject to the City’s administration, supervision and control.
2. **Responsibilities of School Resource Officers.**
 - a. **Provision of SROs.** At no cost to the District, the City shall provide School Resources Officers (“SROs”) at the District’s schools for the days and hours described below.
 - b. **SRO Purpose.** The City recognizes the primary role and assignment for the SROs is to provide services to the District within Lathrop City limits as outlined in this Agreement. The City’s Police Department will endeavor to ensure those officers assigned as SROs will not be routinely used to provide other law enforcement services not directly linked to the SRO program. However, both the Parties recognize and acknowledge the primary function of each officer assigned as an SRO is that of a Police Officer. As each SRO generally wears a police uniform and drives a marked police vehicle, they may often be flagged down and/or expected to take law enforcement action by the public. The City also recognizes in many instances when an SRO may not be available to respond to a request for a call for service from the District, a Police Officer normally assigned to patrol or not routinely assigned to function as an SRO may respond. In the event both District-assigned SROs are unavailable or out of the office, the remaining SRO Team will be available to respond to any calls for service made during the course of their normal workday. The Police Department agrees to continue to ensure calls for service for the District will be handled by an officer not assigned as an SRO to maintain the peace, ensure the protection of life and/or property, or when delaying the call for service for an SRO would otherwise be unacceptable or impractical based on the circumstances. Assigned SROs may

be pulled from their primary role to assist in emergency situations within the City. In such situations, SROs will not be replaced until emergency has abated.

c. Control of SROs. The SROs shall be employees of the City and shall be subject to the administration, supervision, and control of the City. The SROs shall be subject to all personnel policies and practices of the Police Department, except as such policies or practices may be modified by the terms and conditions of this Agreement. The City's Police Department, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. If a District principal is dissatisfied with an SRO who has been assigned to that principal's school, then that principal may request that, at the Chief of Police's discretion, assign a different officer as the SRO for that school.

d. Deployment. The SROs will rotate as assigned at Lathrop High School, Mossdale, Lathrop, and Joseph Widmer Jr. Elementary Schools.

e. Duty Hours. Whenever reasonably possible, it is the intent of the Parties that the SROs' duty hours shall conform to the school day. The general operation of a school day consists of Monday through Friday, 7:30 a.m. to 4:00 p.m., may include school events, weekends, and evenings. It is understood and agreed that the time spent by the SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

f. Absence. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the City's Police Department and the principal of the school to which the SRO is assigned.

g. Duties. The SROs duties will include, but not limited to, the following:

(i) To be a resource for students which will enable them to be associated with a law enforcement figure and role model in the students' environment.

(ii) To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

(iii) The SRO will share information with the administrator about person and conditions that pertain to campus safety concerns.

(iv) The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency-and delinquency-prone youths and their families. Referrals will be made when necessary.

(v) The SROs will wear approved department uniform, formal business attire or business casual with appropriate logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the school and/or police department. The Chief of Police and the principal shall jointly set expectations and resolve any disputes in this area.

(vi) The SROs will wear their department authorized duty weapons in accordance with department policy.

h. Chain of Command.

(i) As employees of the City's Police Department, SROs will be subject to the chain of command of the Police Department.

(ii) In the performance of their duties, SROs shall coordinate and communicate with the principal or the principals' designee of the school to which they are assigned.

i. Transporting Students & Student Information.

- (i) SROs shall not transport students in City's Police Department vehicles except:
 - (A) When the students are victims or witnesses of a crime, under arrest, truant or some other emergency circumstances exist; and
 - (B) When students are suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent or guardian has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other student's school personnel.
 - (C) If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials shall disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent which time is of the essence.
- (ii) If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

3. Insurance.

a. Liability Insurance. Each Party shall obtain and keep in place a policy or policies of general commercial liability insurance (or acceptable self-insurance) written on an occurrence basis, that provides coverage for damage to property and injury to any person (including death) that arises or occurs in connection with that Party's activities under this Agreement. This liability policy shall be deemed primary and provide coverage for any property damage, bodily injury, personal injury and/or death which occurs or is occasioned due in whole or in part to negligence by the Licensee in conjunction with the SROs duties as defined under this Agreement. Each Party's liability policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and waiver of the insurer's rights of subrogation against the other Party. The policy limits shall be at least in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in annual aggregate.

b. General Insurance Requirements. Each policy shall be issued by an insured licensed to do business in the State of California and having an A.M. Best Company Rating of not less than an "A" and Financial Site Category of not less than "IX". Notwithstanding the foregoing, either Party may maintain the insurance coverage required under this Agreement through a joint-powers insurance cooperative in which the Party is a member.

c. Proof of Insurance. Within fifteen (15) days after the Effective Date, the Parties shall furnish to each other a certificate of insurance for each policy of insurance required under this section (each a "Certificate of Insurance") stating that the required insurance coverage is in full force and effect and naming the other Party as an additional insured. Within sixty (60) days of the Effective Date, each Party shall provide to the other Party copies of all policies of insurance and endorsements required under this section, which the receiving Party may review for compliance with this section. A Party that determines the other Party's insurance does not satisfy the requirements of this section shall provide written notice of the deficiency to the other Party, which shall have thirty (30) days to cure the deficiency. No failure by a Party to review, fully review, or adequately review any policy received from the other Party, or to provide any notice of deficiency regarding any such policy, shall be deemed or construed to constitute acceptance or a waiver of any failure by the other Party to comply with the requirements of this section.

d. Continuity of Coverage. Each Party, during the Term, must maintain in full

force and effect, without any lapse in coverage, all policies of insurance that the Party must maintain under this section, whether through the original or any renewal or replacement policies. The Party whose insurance policy is being cancelled, for any reason, shall also notify the other Party in writing within two business days after learning of such cancellation.

e. Waiver and Release of Claims. Upon receipt by a Party of insurance proceeds attributable to any claim or liability for which the other Party is responsible, the receiving Party shall be deemed to have waived and released the other Party from such claim or liability, but only to the extent that such claim or liability is satisfied or paid by the net amount remaining after deducting the receiving Party's reasonable costs of obtaining such proceeds, including, without limitation, any deductibles or reserves expended by the receiving Party.

f. Motor Vehicle Insurance. Each Party shall obtain and maintain under this section a policy or policies of liability insurance, written on an occurrence basis, providing coverage for all motor vehicles owned, leased, rented, or used by a Party in undertaking any activities under this Agreement ("Vehicle Policy"). Each Party's Vehicle Policy shall name the other Party as an additional insured and shall include a cross-liability endorsement and a standard waiver of the insurer's rights of subrogation against the other Party. Unless modified by the Insurance section of this Agreement, in no event shall a Party's Vehicle Policy provide coverage for damage to property and injury to any person (including death) in an amount no less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) annual aggregate.

g. Workers' Compensation Insurance. Each Party shall obtain and maintain under this section a policy or policies of workers' compensation insurance in compliance with Section 3700 et seq. of the Labor Code and all other applicable requirements, including, without limitation, any laws as may be enacted or amended from time to time. Each Party's workers' compensation insurance policy shall include a standard waiver of the insurer's rights of subrogation against the other Party.

h. Minimum Requirements. The requirements for insurance coverage in this section are to be deemed and construed as the minimum requirements for the insurance to be maintained by a Party. Notwithstanding anything to the contrary, each Party may maintain such additional insurance coverage as such Party determines in its reasonable business judgment is required to adequately protect the interests of the Parties in connection with this Agreement.

4. Indemnification and Liability.

a. Indemnity. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.

The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder. In the event of concurrent negligence on the part of DISTRICT or any of its officers, directors, trustees, employees, agents or volunteers, and CITY or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and

actions in law equity for such losses, fines, penalties, forfeiture, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.

If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

INTEGRATION OF PRIOR TERMS AND CONDITIONS

This Agreement, including all recitals, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent. The indemnity sections shall survive termination or expiration of this Agreement.

b. Joint Defense. The Parties may agree in writing to a joint defense of any claim, action, or proceeding arising out of the joint acts or omissions of the Parties. Any such agreement may provide that the Parties may appoint agreed-upon legal counsel to defend such claim, action or proceeding. The Parties may equally bear the cost of any such joint defense and any amount paid by the Parties in settlement of, or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. The Parties may equally share in any amount awarded to or received by the Parties in settlement of or as a result of a court judgment, arbitration or mediation of, the claim, action or proceeding. Neither Party may bind the other Party to any settlement of a claim, action, or proceeding without the express written consent of the other Party.

c. Comparative Fault. In the event any settlement, court judgment, or arbitration, or mediation award allocates or determines the comparative fault of the Parties, either Party shall be entitled to reimbursement from the other Party, with respect to defense costs, settlement payments, judgments and awards, consistent with such comparative fault to the extent such settlement, judgment, award, payment or costs are not paid or reimbursed through insurance coverage that a Party is required to maintain pursuant to this Agreement.

d. Insurance Not a Limitation on Liability. A Party's liability or responsibility under this Agreement shall not be limited by insurance coverage maintained by either Party.

e. Survival of Terms. With respect to any acts, omissions, and/or incidents occurring prior to termination of this Agreement, the requirement that a Party indemnify, defend, and/or hold the other Party harmless, or pay any amounts owing under this Agreement, shall survive.

f. No Affirmative Duty of Care/Waiver of Immunity. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Parties agree that this Agreement does

not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

5. **Miscellaneous.**

a. **No Assignment Without Consent.** Neither Party may assign any rights, duties, obligations, or privileges under this Agreement without the express written consent of both Parties.

b. **Waiver of Rights and Obligations.** No waiver of any right or obligation under this Agreement is effective unless executed in writing by the Party relinquishing the right or excusing the obligation. Any such waiver shall be limited to the specific right or obligation set out in the written waiver and shall not be a waiver of any other right or obligation under this Agreement.

c. **Non-Discrimination.** No Party shall employ any discriminatory practices in its performance hereunder, including its employment practices, on the basis of sex, race, color, religion, national origin, ancestry, age, sexual orientation, or physical and mental disability.

d. **Entire Agreement.** All Exhibits attached hereto are incorporated in this Agreement by this reference. The written expression of this Agreement, including the recitals and the Exhibits, contains the entire understanding of the Parties with respect to this Agreement. No other statements, promises, or understandings of any kind not contained in this Agreement were made to or by either Party.

e. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly and no ambiguity shall be resolved against either Party on the premise that it or its attorneys were responsible for drafting this Agreement or any of its provisions.

f. **California Law.** This Agreement shall be governed by and the rights, duties, and obligations of the Parties and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which District's administrative offices are located.

g. **Waiver.** Failure by a Party to enforce any term, condition, restriction, or provision of this Agreement, in any certain instance or on any particular occasion, shall not be deemed a waiver of such enforcement right, with respect to that or any future breach of the same or any other term, condition, restriction or provision.

h. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors, and assigns.

i. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

j. **Captions.** The captions contained in this Agreement are for convenience only and shall not in any way affect the meaning or interpretation hereof nor serve as evidence of the interpretation hereof, or of the intention of the Parties.

k. **Severability.** If any provision of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by a court of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions shall not be affected, provided that the economic and legal substance of the transactions contemplated herein are not affected in

any manner materially adverse to any Party. In the event of any such determination, holding, or finding, the Parties agree to negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intent and purposes hereof. To the extent permitted by law, the Parties hereby, to the same extent, waive any provisions of law that render any provision of this Agreement prohibited or unenforceable in any respect.

l. Modification. All modifications or amendments to this Agreement must be in writing and signed by the Parties.

m. Representation of Authority. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. Each Party warrants and represents that all of the actions, steps and/or resolutions necessary to empower the signer to make and enter into this Agreement on behalf of each of the Parties has been fully and faithfully taken so as to authorize and bind each of the respective Parties to this Agreement.

(i) An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

n. No Third Party Beneficiaries. The only parties to this Agreement are the City and District. This Agreement does not involve any third party beneficiaries, and it is not intended and will not be construed to benefit or be enforceable by any other person or entity.

o. No Joint Venture. Neither Party is authorized to assume or create any obligation on behalf of, in the name of, or binding upon the other Party, nor shall this Agreement in any way create, give rise to, or be deemed a joint venture or partnership between the Parties.

p. Independent Contractor Status. This Agreement is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, or association.

q. Incorporation of Recitals and Exhibits. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

r. Time Is of the Essence. Time is of the essence with respect to the Parties' obligations herein.

s. Further Actions. Each Party hereto shall execute, acknowledge, and deliver such additional documents, and take such further action(s), as may be reasonably required from time to time to carry out each of the provisions, and the intent, of this Agreement.

t. Force Majeure. In addition to specific provisions of this Agreement, performance by a Party hereunder shall not be in default, and all performance or other dates specified in this Agreement shall be extended, where the Party seeking the extension has acted diligently and delays or defaults are due to events beyond the reasonable control of the Party such as but not limited to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; limitation of supplies; epidemics; quarantine restrictions; freight embargoes; lack of transportation; litigation; unusually severe weather; or any other causes beyond the control of or without the fault of the Party claiming an extension of time to perform. Not with standing anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the forced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

IN WITNESS OF THE FOREGOING, the undersigned execute this Agreement on behalf of the Parties.

6. Authority.

The signers of this Agreement have the capacity and are authorized to execute this Agreement as the representatives of their respective Parties, and to bind said Parties to the terms hereof. This Agreement is subject to the approval by each Party's legislative body.

CITY OF LATHROP

By: _____
Stephen J. Salvatore
City Manager

APPROVED AS TO FORM:

By: _____
Salvador Navarrete
City Attorney

MANTECA UNIFIED SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

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ITEM 4.10

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 31 WITH 4LEAF, INC. FOR BUILDING INSPECTION SERVICES FOR THE BUILDING DEPARTMENT**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 31 with 4LEAF Inc. to provide Building Inspection Services in the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.**

SUMMARY:

Due to the continued increase in construction and development activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff has requested a proposal from 4LEAF, Inc. (4LEAF), to continue to provide professional services in the Building Department. A series of task orders were previously approved to provide various professional services within the Building Department, such as professional building inspection, and plan checking services.

Staff is requesting City Council approval of Task Order No. 31 with 4LEAF to provide continued professional consultant services in the capacity of Building Inspection Services for an amount not to exceed \$210,000, which will be paid on a time and material basis.

Sufficient funds are allocated in the Building Department fiscal year budget 23/24, and will be fully funded by building permit fees assessed and collected during permit issuance.

BACKGROUND:

The Building Department is responsible for the permitting and inspection of construction (including but not limited to; new construction, additions, alterations, repairs, and remodeling) throughout the City's building permitting jurisdiction as required by the California Building Codes. The Building Department enforces the California Building Codes and the Lathrop Municipal Code.

Due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4LEAF to provide continued professional services in the Building Department for building inspection services.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 31 WITH 4LEAF INC., FOR BUILDING
INSPECTION SERVICES

The City recovers its costs to provide building inspection services for active construction projects by charging a construction permit fee collected before building permits are issued. Building inspection services are fully funded in the Building Department budget and offset by revenue received from, fees collected for the issuance of building permits.

Table 1 below provides a summary of the previously approved task orders with 4LEAF to date.

Table 1 – Summary of Previously Approved Task Orders

Task Order No.	Approved	Building Department Work Scope Description
1,2	2015	Staff Augmentation, Plan Check Services
3-5	2016	Plan Check & Inspection Services
6,7	2017	Plan Check & Inspection Services
8-11	2018	Interim Chief Building Official (CBO), Plan Check & Inspection Services
12-16	2019	Plan Check & Inspection Services, Interim CBO, Professional Services
17-24	2020-2021	Interim CBO, Inspection Services
25-30	2022	Interim CBO, Plan Check & Inspection, Code Enforcement Services

REASON FOR RECOMMENDATION:

Continued professional services are needed for the Building Department to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects.

FISCAL IMPACT:

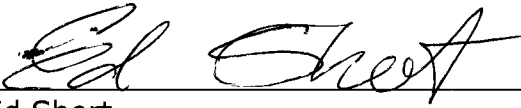
The cost of Task Order No. 31 is not to exceed \$210,000 and will be paid on a time and material basis. The proposed scope will provide professional services from December 2023 to June 2024. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 23/24 budget.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 31 with 4LEAF, Inc., for Building Inspection Services in the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- B. Task Order No. 31 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4LEAF, Inc. to provide Building Inspection Services


CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE TASK ORDER NO. 31 WITH 4LEAF INC., FOR BUILDING
INSPECTION SERVICES

APPROVALS:



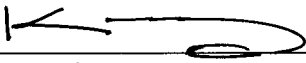
Ed Short
Chief Building Official

11-28-2023
Date




Cari James
Finance Director

11/29/2023
Date



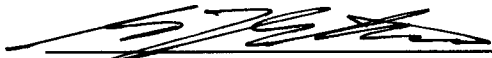
Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11-27-2023
Date



Stephen J. Salvatore
City Manager

12.6.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 31 WITH 4LEAF, INC. FOR BUILDING INSPECTION SERVICES IN THE BUILDING DEPARTMENT PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

WHEREAS, due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4LEAF to provide continued Building Inspection services in the Building Department; and

WHEREAS, a series of task orders were previously approved to provide professional services within the Building Department such as professional building inspection and plan checking; and

WHEREAS, the City utilizes professional contracted personnel services in the Building Department in order to keep pace with ongoing construction activity; and

WHEREAS, the cost of Task Order No. 31 for Building Inspection Services is for an amount not to exceed \$210,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 23/24 budget; and

WHEREAS, the proposed Task Order No. 31 will be fully funded by building permit fees assessed and collected from developers and costs for inspection services will be paid after the revenue has been received.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 31 for an amount not to exceed \$210,000 with 4LEAF, Inc. to provide continued professional consultant services in the capacity of Building Inspection Services in the Building Department.

CITY OF LATHROP

TASK ORDER NO. 31

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

TO PROVIDE BUILDING INSPECTION SERVICES

THIS TASK ORDER NO. 31 dated for convenience this **11th day of December 2023** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021, pursuant to Amendment No. 2, dated May 13, 2019. On March 8, 2021, City Council approved an extension of the term to June 30, 2023 pursuant to Amendment No. 3. On July 14, 2023, City Council approved an extension of the term to June 30, 2024 pursuant to Amendment No.4 ("MASTER AGREEMENT"), by which the CONSULTANT has agreed to provide Building Inspection Services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Inspection Services, which are required by this Task Order No. 31; and

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

WHEREAS, CONSULTANT is willing to render such Building Inspection Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) **Scope of Service**

CONSULTANT agrees to perform Building Inspection Services in accordance with the scope of work and fee proposal provided in Exhibit "A"

CITY OF LATHROP – TASK ORDER NO. 31 WITH 4LEAF INC. TO PROVIDE BUILDING INSPECTION SERVICES

to this Task Order.

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

(3) **Effective Date and Term**

The effective date of this **Task Order No. 31 is December 11, 2023**, and it shall terminate no later than **June 30, 2024**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$210,000**, which will be paid on a time and material basis for Building Inspection Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the MASTER AGREEMENT Dated September 21, 2015.

(5) **Notice to Proceed**

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

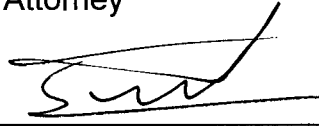
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 31 WITH 4LEAF INC. TO PROVIDE BUILDING INSPECTION SERVICES

Approved as to Form:

City of Lathrop
City Attorney



11-27-2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

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



FEE SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee <i>(Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks)</i> Hourly: \$108 Non-Structural Review \$137 Structural Review Plumbing/Mechanical/Electrical Only: 40% of City Fee Hourly: \$108 Non-Structural Review Structural Only Plan Checks: 40% of City Fee Hourly: \$137 Structural Review	Fee includes: <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks (with authorization from CBO). ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$175/hour
Structural Plan Review Engineer	\$137/hour
Non-Structural Plans Examiner	\$108/hour
Certified Access Specialist (CASp) Inspector	\$175/hour
Certified Access Specialist (CASp) Plans Examiner	\$175/hour
Senior Combination Building Inspector (Building Inspector III)	\$134/hour
Commercial Building Inspector (Building Inspector II)	\$121/hour
Residential Building Inspector (Building Inspector I).....	\$109/hour
Permit Manager.....	\$85/hour
Senior Permit Technician.....	\$77/hour
Permit Technician.....	\$71/hour
Clerk/Administrator.....	\$66/hour
Civil Plan Review (Grading, Improvement Plans)	\$175/hour
Inspector of Record (Including DSA/OSHPD).....	\$163/hour
GoFormz Software.....	\$50/user monthly

Code Enforcement

Code Enforcement Director.....	\$180/hour
Code Enforcement Manager	\$155/hour
Senior Code Enforcement Officer.....	\$119/hour
Code Enforcement Officer II.....	\$108/hour
Code Enforcement Officer I.....	\$98/hour



Fire

Fire Protection Engineer (FPE).....	\$205/hour
Fire Prevention Officer	\$180/hour
Fire Plans Examiner	\$165/hour
Fire Inspector II.....	\$185/hour
Fire Inspector I.....	\$175/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.



4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

ITEM 4.11

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 32 WITH 4LEAF, INC. FOR PERMITTING SERVICES IN THE BUILDING DEPARTMENT**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 32 with 4LEAF, Inc. for Permitting Services in the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.**

SUMMARY:

Due to the continued increase in construction and development activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff has requested a proposal from 4LEAF, Inc. (4LEAF), to continue to provide professional services in the Building Department. A series of task orders were previously approved to provide various professional services within the Building Department, such as professional building inspection, plan checking, and permitting services.

Staff is requesting City Council approval of Task Order No. 32 with 4LEAF for continued professional consultant services to provide Permitting Services for an amount not to exceed \$80,000, which will be paid on a time and materials basis.

Sufficient funds are allocated in the Building Department fiscal year budget 23/24, and permitting services will be fully funded by building permit fees assessed and collected during permit issuance.

BACKGROUND:

The Building Department is responsible for the permitting and inspection of construction (including but not limited to; new construction, additions, alterations, repairs, and remodeling) throughout the City's building permitting jurisdiction as required by the California Building Codes. The Building Department enforces the California Building Codes and the Lathrop Municipal Code.

Due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4LEAF to provide continued professional services in the Building Department.

The City recovers its costs to provide building permitting services for active construction projects by charging a construction permit fee collected before building permits are issued. These services are fully funded in the Building Department budget and offset by revenue received from building permits.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 32 WITH 4LEAF, INC. FOR PERMITTING
SERVICES IN THE BUILDING DEPARTMENT

Table 1 below provides a summary of the previously approved task orders with 4LEAF to date.

Table 1 – Summary of Previously Approved Task Orders

Task Order No.	Approved	Building Department Work Scope Description
1,2	2015	Staff Augmentation, Plan Check Services
3-5	2016	Plan Check & Inspection Services
6,7	2017	Plan Check & Inspection Services
8-11	2018	Interim Chief Building Official (CBO), Plan Check & Inspection Services
12-16	2019	Plan Check & Inspection Services, Interim CBO, Professional Services
17-24	2020-2021	Interim CBO, Inspection Services
25-30	2022	Interim CBO, Plan Check & Inspection, Code Enforcement Services

REASON FOR RECOMMENDATION:

Continued professional services are needed for the Building Department to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects.

FISCAL IMPACT:

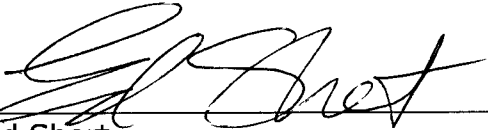
The cost of Task Order No. 32 is not to exceed \$80,000 and will be paid on a time and material basis. The proposed scope will provide permitting services from December 2023 to June 2024. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 23/24 budget.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 32 with 4LEAF, Inc., for Staff Augmentation Services in the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- B. Task Order No. 32 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4LEAF, Inc. for Permitting Services

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 32 WITH 4LEAF, INC. FOR PERMITTING SERVICES IN THE BUILDING DEPARTMENT

APPROVALS:



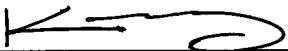
Ed Short
Chief Building Official

11-28-2023
Date



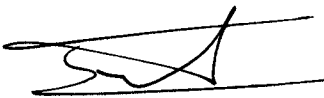
Cari James
Finance Director

11/29/2023
Date




Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11.27.2023
Date



Stephen J. Salvatore
City Manager

12.10.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 32 WITH 4LEAF, INC. FOR PERMITTING SERVICES IN THE BUILDING DEPARTMENT PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

WHEREAS, due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4LEAF to provide continued permitting services in the Building Department; and

WHEREAS, a series of task orders have been previously approved to provide professional services within the Building Department, such as professional building inspection, plan checking, and permitting services; and

WHEREAS, the City utilizes contracting professional personnel services in the Building Department in order to keep pace with ongoing construction activity; and

WHEREAS, the cost of Task Order No. 32 for Permitting Services is for an amount not to exceed \$80,000 and will be paid on a time and material basis. Sufficient funds are allocated in G/L account 2015-50-30-420-04-00 for the fiscal year 23/24 budget; and

WHEREAS, the proposed Tasks Order No. 32 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 32 for an amount not to exceed \$80,000 with 4LEAF, Inc. to provide continued professional consultant services in the capacity of Permitting services in the Building Department.

The foregoing resolution was passed and adopted this 11th of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

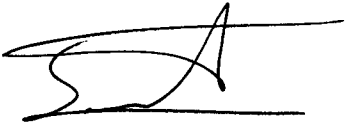
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 32

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

TO PROVIDE BUILDING PERMITTING SERVICES

THIS TASK ORDER NO. 32 dated for convenience this 11th day of **December 2023** is by and made and entered into by and between **4LEAF, Inc.** ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021, pursuant to Amendment No. 2, dated May 13, 2019. On March 8, 2021, City Council approved an extension of the term to June 30, 2023 pursuant to Amendment No.3. On July 14, 2023, City Council approved an extension of the term to June 30, 2024 pursuant to Amendment No.4 ("MASTER AGREEMENT"), by which the CONSULTANT has agreed to perform building professional services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Staff Augmentation Services, which are required by this Task Order No. 32; and

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

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

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

AGREEMENT

(1) **Incorporation Of Master Agreement**

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

CITY OF LATHROP – TASK ORDER NO. 32 WITH 4LEAF INC. TO PROVIDE BUILDING PERMITTING SERVICES

(2) **Scope of Service**

CONSULTANT agrees to perform Permitting Services in accordance with the scope of work and fee proposal provided in Exhibit “A” to this Task Order.

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

(3) **Effective Date and Term**

The effective date of this **Task Order No. 32 is December 11, 2023**, and it shall terminate no later than **June 30, 2024**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit “A” up to a total sum not to exceed **\$80,000** for Permitting Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the MASTER AGREEMENT Dated September 21, 2015.

(5) **Notice to Proceed**

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

(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 32 WITH 4LEAF INC. TO PROVIDE BUILDING PERMITTING SERVICES

Approved as to Form:

City of Lathrop
City Attorney



11.27.2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

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



FEE SCHEDULE
FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES
FOR THE CITY OF LATHROP
All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee <i>(Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks)</i> Hourly: \$108 Non-Structural Review \$137 Structural Review Plumbing/Mechanical/Electrical Only: 40% of City Fee Hourly: \$108 Non-Structural Review Structural Only Plan Checks: 40% of City Fee Hourly: \$137 Structural Review	Fee includes: <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks (with authorization from CBO). ➤ Shipping, courier, and electronic service.

Building

Chief Building Official	\$175/hour
Structural Plan Review Engineer	\$137/hour
Non-Structural Plans Examiner	\$108/hour
Certified Access Specialist (CASp) Inspector	\$175/hour
Certified Access Specialist (CASp) Plans Examiner	\$175/hour
Senior Combination Building Inspector (Building Inspector III)	\$134/hour
Commercial Building Inspector (Building Inspector II)	\$121/hour
Residential Building Inspector (Building Inspector I).....	\$109/hour
Permit Manager.....	\$85/hour
Senior Permit Technician.....	\$77/hour
Permit Technician.....	\$71/hour
Clerk/Administrator.....	\$66/hour
Civil Plan Review (Grading, Improvement Plans)	\$175/hour
Inspector of Record (Including DSA/OSHPD).....	\$163/hour
GoFormz Software.....	\$50/user monthly

Code Enforcement

Code Enforcement Director.....	\$180/hour
Code Enforcement Manager	\$155/hour
Senior Code Enforcement Officer.....	\$119/hour
Code Enforcement Officer II.....	\$108/hour
Code Enforcement Officer I.....	\$98/hour



Fire

Fire Protection Engineer (FPE).....	\$205/hour
Fire Prevention Officer	\$180/hour
Fire Plans Examiner	\$165/hour
Fire Inspector II.....	\$185/hour
Fire Inspector I.....	\$175/hour

BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee schedule. Return time will be within five (5) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$305.00 minimum fee if percentage-based fee or 2-hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
- All plan review services will be subject to 2-hour minimum fee.
- All plan review services are billed on a percentage basis and includes the initial review and 2 rechecks.
 - Plan reviews will be billed on an hourly basis only after the initial review and 2 rechecks unless otherwise agreed upon on a case-by-case basis.
 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.



- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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ITEM 4.12

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE TASK ORDER NO. 33 WITH 4LEAF, INC. FOR PLAN CHECK SERVICES FOR THE BUILDING DEPARTMENT**

RECOMMENDATION: **Adopt Resolution Approving Task Order No. 33 with 4LEAF, Inc., to provide Plan Check Services for the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc**

SUMMARY:

Due to the continued increase in construction and development activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff has requested a proposal from 4LEAF, Inc. (4LEAF), to continue to provide professional services in the Building Department. A series of task orders were previously approved to provide various professional services within the Building Department, such as professional building inspection, plan checking, and permitting services.

Staff is requesting City Council approval of Task Order No. 33 with 4LEAF for continued professional consultant services to provide Plan Check Services for an amount not to exceed \$400,000, which will only be paid if revenue has been received.

Sufficient funds are allocated in the Building Department fiscal year budget 23/24, and plan check services will be fully funded by building plan check fees assessed and collected prior to permit issuance.

BACKGROUND:

The Building Department is responsible for the permitting and inspection of construction (including but not limited to; new construction, additions, alterations, repairs, and remodeling) throughout the City's building permitting jurisdiction as required by the California Building Codes. The Building Department enforces the California Building Codes and the Lathrop Municipal Code.

Due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested a proposal from 4LEAF to provide continued professional services in the Building Department.

The City recovers its costs to provide building plan check services for active construction projects by charging building plan check fees assessed and collected prior to permit issuance. These services are fully funded in the Building Department budget and offset by revenue received from building permits.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 33 WITH 4LEAF, INC. TO PROVIDE PLAN
CHECK SERVICES FOR THE BUILDING DEPARTMENT

Table 1 below provides a summary of the previously approved task orders with 4LEAF to date.

Table 1 – Summary of Previously Approved Task Orders

Task Order No.	Approved	Building Department Work Scope Description
1,2	2015	Staff Augmentation, Plan Check Services
3-5	2016	Plan Check & Inspection Services
6,7	2017	Plan Check & Inspection Services
8-11	2018	Interim Chief Building Official (CBO), Plan Check & Inspection Services
12-16	2019	Plan Check & Inspection Services, Interim CBO, Professional Services
17-24	2020-2021	Interim CBO, Inspection Services
25-30	2022	Interim CBO, Plan Check & Inspection, Code Enforcement Services

REASON FOR RECOMMENDATION:

Continued professional services are needed for the Building Department to keep up with the continued increase in construction activity related to capital improvement, private land development, and residential, commercial and industrial projects.

FISCAL IMPACT:


The cost of Task Order No. 33 is not to exceed \$400,000 and will be paid on a percentage and/or hourly basis of 2023-2024 billing rates, and will only be paid if revenue has been received. Sufficient funds are allocated in G/L account 2015-50-30-420-01-00 for the fiscal year 23/24 adopted budget.

ATTACHMENTS:

- A. Resolution Approving Task Order No. 33 with 4LEAF, Inc., to provide Plan Check Services for the Building Department Pursuant to Master Professional Services Consulting Agreement dated September 21, 2015 with 4LEAF, Inc.
- B. Task Order No. 33 Pursuant to Master Consulting Agreement dated September 21, 2015 with 4LEAF, Inc. to provide Building Plan Check Services


CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVAL OF TASK ORDER NO. 33 WITH 4LEAF, INC. TO PROVIDE PLAN
CHECK SERVICES FOR THE BUILDING DEPARTMENT

APPROVALS:



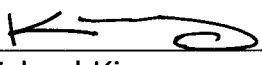
Ed Short
Chief Building Official

11-29-2023
Date




Cari James
Finance Director

11/29/2023
Date



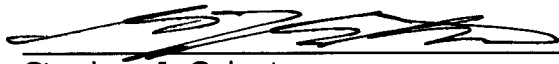
Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11-28-2023
Date



Stephen J. Salvatore
City Manager

12.6.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING TASK ORDER NO. 33 WITH 4LEAF, INC., TO PROVIDE PLAN CHECK SERVICES IN THE BUILDING DEPARTMENT PURSUANT TO MASTER PROFESSIONAL SERVICES CONSULTING AGREEMENT DATED SEPTEMBER 21, 2015 WITH 4LEAF, INC.

WHEREAS, due to the continued increase in construction activity related to capital improvement, private land development, residential, commercial, and industrial projects, staff requested two proposals from 4LEAF to provide continued professional services in the Building Department; and

WHEREAS, a series of task orders have been previously approved to provide professional services within the Building Department, such as professional building inspection and plan checking; and

WHEREAS, the City contracts professional personnel services in the Building Department in order to keep pace with ongoing construction activity; and

WHEREAS, the cost of Task Order No. 33 for Plan Check Services is for an amount not to exceed \$400,000 and will be paid on a percentage and/or hourly basis; and

WHEREAS, sufficient funds have been included in fiscal year 2023-24 adopted budget and will be paid from funds allocated in G/L account 2015-50-30-420-01-00; and

WHEREAS, the proposed Task Order No. 33 will be fully funded by plan check fees collected from development and costs for plan check services will only be paid if the revenue has been received.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Task Order No. 33 for an amount not to exceed \$400,000 with 4LEAF, Inc. to provide continued professional consultant services in the capacity of Plan Check for the Building Department.

The foregoing resolution was passed and adopted this 11th of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

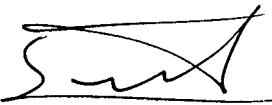
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CITY OF LATHROP

TASK ORDER NO. 33

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

TO PROVIDE BUILDING PLAN CHECK SERVICES

THIS TASK ORDER NO. 33 dated for convenience this 11th day of December 2023 is by and made and entered into by and between 4LEAF, Inc. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, on September 21, 2015, CONSULTANT entered into a Master Agreement with the CITY, and parties approved an extension of the term to June 30, 2021, pursuant to Amendment No. 2, dated June 30, 2019. On March 8, 2021, City Council approved an extension of the term to June 30, 2023 pursuant to Amendment No.3. On July 14, 2023, City Council approved an extension of the term to June 30, 2024 pursuant to Amendment No.4 ("MASTER AGREEMENT"), by which the CONSULTANT has agreed to perform building professional services; and

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform Building Plan Check Services, which are required by this Task Order No. 33; and

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

WHEREAS, CONSULTANT is willing to render such Building Plan Check Services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT

(1) Incorporation Of Master Agreement

This Task Order hereby incorporates by reference all terms and conditions set forth in the Master Agreement for Consulting Services for this project, unless specifically modified by this Task Order.

(2) Scope of Service

CONSULTANT agrees to perform Building Plan Check Services in accordance with the scope of work and fee proposal provided in Exhibit "A"

CITY OF LATHROP – TASK ORDER NO. 33 WITH 4LEAF INC. TO PROVIDE BUILDING PLAN CHECK SERVICES

to this Task Order.

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

(3) **Effective Date and Term**

The effective date of this **Task Order No. 33 is December 11, 2023**, and it shall terminate no later than **June 30, 2024**.

(4) **Compensation**

CITY hereby agrees to pay CONSULTANT hourly rates and other charges detailed in Exhibit "A" up to a total sum not to exceed **\$400,000** for Building Plan Check Services. CONSULTANT shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 in the MASTER AGREEMENT Dated September 21, 2015.

(5) **Notice to Proceed**

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

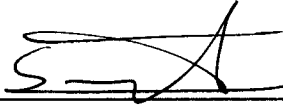
(6) **Signatures**

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

CITY OF LATHROP – TASK ORDER NO. 33 WITH 4LEAF INC. TO PROVIDE BUILDING PLAN CHECK SERVICES

Approved as to Form:

City of Lathrop
City Attorney



11-28-2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved by:
(Reso # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

4LEAF Inc.
2126 Rheem Drive
Pleasanton, CA 94588
Fed ID # 94-3393574
Bus License # 20088

Signature

Date

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



FEE SCHEDULE

FY2023-2024 FEE SCHEDULE & BASIS OF CHARGES

FOR THE CITY OF LATHROP

All Rates are Subject to Basis of Charges

PLAN REVIEW COST STRUCTURE	NOTES
Plan Review Percentage: 65% of City Fee <i>(Inclusive of Life Health Safety, ADA Requirements and Title 24 Energy Requirement Plan Checks)</i> Hourly: \$108 Non-Structural Review \$137 Structural Review Plumbing/Mechanical/Electrical Only: 40% of City Fee Hourly: \$108 Non-Structural Review Structural Only Plan Checks: 40% of City Fee Hourly: \$137 Structural Review	Fee includes: <ul style="list-style-type: none"> ➤ Initial review and two (2) rechecks. Hourly charges apply after three (3) or more rechecks (with authorization from CBO). ➤ Shipping, courier, and electronic service.

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Senior Permit Technician.....	\$77/hour
Permit Technician.....	\$71/hour
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BASIS OF CHARGES

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
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- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
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- Larger complex plan reviews can be negotiated to achieve the best possible pricing.
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 - Fire and Civil Reviews are billed on an hourly basis and are not included in our plan review percentage.
- 4LEAF assumes that these rates reflect the FY2023-2024 contract period. There will be a 3% escalation for FY2024-2025, FY2025-2026
- Overtime and Premium time will be charged as follows:

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- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
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- Overtime (over 8 hours Sat or 1 st 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.



4LEAF, INC.

CONSTRUCTION MANAGEMENT • PLAN CHECK
INSPECTION • PLANNING • CODE ENFORCEMENT

- In accordance with California's Meal Break and Rest Break Law requirements, Client will be billed one (1) additional hour per day at the regular rate for each missed meal or rest break due to Client-directed tasks or requirements. Client should allow 4LEAF's non-exempt, hourly employees the opportunity to take their entitled rest and meal breaks during each work shift.

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ITEM 4.13

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE A SERVICE CONTRACT WITH CALIFORNIA SALES ORGANIZATION, LLC FOR EVIDENCE STORAGE AND PROCESSING EQUIPMENT FOR THE PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13 CORPORATION YARD IMPROVEMENTS**

RECOMMENDATION: **Adopt Resolution Approving a Service Contract with California Sales Organization, LLC for Evidence Storage and Processing Facilities for the Property and Evidence Building, CIP GG 21-13 Corporation Yard Improvements**

SUMMARY:

On June 12, 2023, City Council awarded a contract for the construction of the Property and Evidence Building associated with CIP GG 21-13, Corporation Yard Improvements. The contract included construction of the building and site improvements but did not include supply and installation of the evidence storage and processing equipment essential to the services provided by Lathrop Police Department (LPD).

Therefore, staff obtained through California Multiple Award Schedules (CMAS) a quote for \$562,470 from California Sales Organization LLC (CSO) for the materials and installation of the evidence storage and processing equipment (Project).

Pursuant to Lathrop Municipal Code 2.36.110B, staff requests City Council approve a service contract with CSO for the Project for \$562,470. Staff also requests City Council authorize a 10% construction contingency of \$56,247 for a total Project cost not to exceed \$618,717.

Sufficient funds were allocated in the Fiscal Year (FY) 2023-24 approved budget to award the contact; therefore, no budget amendment is needed.

BACKGROUND:

The Project scope includes the purchase and installation of tools and equipment essential to many of the services provided by LPD. These items include motorized and fixed shelving, cold storage, a locked safe for secure storage, and equipment for the handling and retrieval of evidence. Equipment for the analysis of fingerprints and wardrobe lockers is also included in the quote. All items in the proposed contract are listed with costs in Table 1, below:

Table 1: Evidence Storage and Processing Equipment

ITEM	TOTAL	MATERIALS	LABOR
High Density Shelving	\$440,700.00	\$347,000.00	\$93,700.00
Drug Cabinets	\$3,700.00	\$2,500.00	\$1,200.00
Evidence Lockers	\$28,700.00	\$25,500.00	\$3,200.00
Wardrobe Lockers	\$3,500.00	\$3,150.00	\$350.00
Forensic Drying Cabinet	\$5,900.00	\$5,400.00	\$500.00
Fuming Chamber	\$6,500.00	\$6,250.00	\$250.00
Humidity Chamber	\$14,250.00	\$14,000.00	\$250.00
Fume Hood	\$4,200.00	\$3,950.00	\$250.00
Safe	\$3,700.00	\$3,550.00	\$150.00
Evidence Refrigerator	\$2,800.00	\$2,650.00	\$150.00
Evidence Freezer	\$3,400.00	\$3,250.00	\$150.00
	\$517,350.00	\$417,200.00	\$100,150.00
PRE-TAX TOTAL	\$517,350.00		
8.75% TAX ON \$515,650	\$45,119.38		
TOTAL	\$562,469.38		

Staff requests City Council adopt a resolution approving a service contract with CSO for \$562,470. Staff also requests City Council authorize a 10% construction contingency of \$56,247, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$618,717.

REASON FOR RECOMMENDATION:

The proposed improvements will provide LPD with equipment and tools for the secure storage, handling and processing of evidence that are essential to many of the services provided by the department.

FISCAL IMPACT:

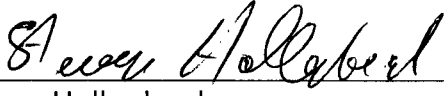
The proposed service contract with CSO is for \$562,470. A 10% construction contingency of \$56,247 is requested for a total cost not to exceed \$618,717. Sufficient funds were allocated to CIP GG 21-13 in the approved FY 2023-24 budget to award the contact; therefore, no budget amendment is needed.

ATTACHMENTS:

- A. Resolution Approving a Service Contract with California Sales Organization, LLC for Evidence Storage and Processing Equipment for the Property and Evidence Building, CIP GG 21-13 Corporation Yard Improvements
- B. Service Contract with California Sales Organization, LLC for Evidence Storage and Processing Equipment for the Property and Evidence Building, CIP GG 21-13, Corporation Yard Improvements

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE A SERVICE CONTRACT WITH CSO FOR EVIDENCE STORAGE AND
PROCESSING EQUIPMENT FOR THE PROPERTY AND EVIDENCE BUILDING,
CIP GG 21-13

APPROVALS:



Steven Hollenbeak
Assistant Engineer

12.7.23
Date



Ken Reed
Senior Construction Manager

12/7/2023
Date



Brad Taylor
City Engineer

12/7/2023
Date



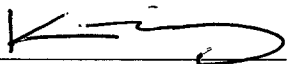
Stephen Sealy
Chief of Police

12/6/2023
Date



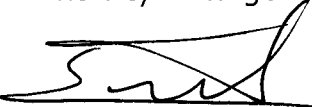
Carl James
Director of Finance

12/6/2023
Date



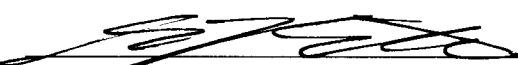
Michael King
Assistant City Manager

12-7-2023
Date



Salvador Navarrete
City Attorney

12-7-2023
Date



Stephen J. Salvatore
City Manager

12.7.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A SERVICE CONTRACT WITH CALIFORNIA SALES ORGANIZATION, LLC FOR THE PURCHASE OF EVIDENCE STORAGE AND PROCESSING EQUIPMENT FOR THE LATHROP POLICE DEPARTMENT PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13 CORPORATION YARD IMPROVEMENTS

WHEREAS, on June 12, 2023, City Council awarded a contract for the construction of the Lathrop Police Department Property and Evidence Building, CIP GG 21-13, Corporation Yard Improvements; and

WHEREAS, the Property and Evidence Building requires several types of modular evidence storage and processing components, which were not included in the contract for the construction of the building; and

WHEREAS, staff obtained through California Multiple Award Schedules (CMAS) a quote for \$562,470 from California Sales Organization (CSO) for the materials and installation of the evidence storage and processing equipment (Project); and

WHEREAS, pursuant to Lathrop Municipal Code 2.36.110B, staff requests City Council approve a service contract with CSO in the amount of \$562,470 for the Project; and

WHEREAS, staff also requests Council authorize a 10% construction contingency in the amount of \$56,247 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$618,717; and

WHEREAS, sufficient funds were allocated to CIP GG 21-13 in the approved Fiscal Year (FY) 2023/24 budget to fund the contact.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves a service contract with CSO for the Project for the Lathrop Police Department Property and Evidence Building, CIP GG 21-13, Corporation Yard Improvements for a cost of \$562,470; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 10% construction contingency of \$56,247, for a total cost not to exceed \$618,717 for 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 11th day of December, 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

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP
AND CALIFORNIA SALES ORGANIZATION LLC**

**FOR THE MATERIALS AND INSTALLATION OF THE EVIDENCE STORAGE AND
PROCESSING EQUIPMENT AT THE LATHROP PROPERTY AND EVIDENCE BUILDING,
RELATED TO THE CORPORATION YARD IMPROVEMENTS, CIP GG 21-13**

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **December 11, 2023**, by and between the **CITY OF LATHROP**, a municipal corporation of the State of California (hereinafter "City") and **CALIFORNIA SALES ORGANIZATION LLC** (hereinafter "Contractor"), whose Taxpayer Identification Number is _____.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees to provide the Materials and Installation of the Evidence Storage and Processing Equipment at the Lathrop Property and Evidence Building in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on time and materials basis not to exceed **\$562,469.38** set forth in Exhibit "A".

TIME FOR PERFORMANCE

The effective date of this Contract is **December 11, 2023**, and it shall terminate no later than **June 30, 2025**.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City. Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

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NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.

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- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the

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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 the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or 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 the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated. The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

BONDS

- (a) As a condition precedent to City's obligation to pay compensation to Contractor, and on or before date of execution, the Contractor shall furnish satisfactory Performance Bond in the amount of 100 percent of the Contract Price and Payment Bond in the amount of 100 percent of the Contract Price as security for the faithful performance and payment of all the Contractor's obligations under this Contract.
- (b) The Guaranty (Warranty) Bond shall remain in effect at least until one year after the date of Acceptance of Public Improvements by the City as applicable, except as otherwise provided by Law or Regulation.
- (c) The Bond Company acknowledges that the Performance Bond, Payment Bond, and Guaranty (Warranty) Bond will be separately enforceable until each is separately released by the City of Lathrop. The release of one bond shall not release the remaining bond(s), even if all bonds share the same bond number.
- (d) If the surety on any Bond furnished by the Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the WORK is located, the Contractor shall within 7 days thereafter substitute another Bond and Surety, which must be acceptable to the CITY.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, 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. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR 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. CONTRACTOR shall, at CONTRACTOR'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 CONTRACTOR. 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).

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In the alternative, CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR, at CONTRACTOR'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 per occurrence (\$2,000,000), 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, 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 CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. 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 CONTRACTOR 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.

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- (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. CONTRACTOR 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 CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR 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, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR 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 CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR 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 CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants 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

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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.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein.

Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

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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.

**CONSTRUCTION CONTRACT – CITY OF LATHROP AND CALIFORNIA SALES ORGANIZATION LLC
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AT THE LATHROP PROPERTY AND EVIDENCE BUILDING, CIP GG 21-13**

Approved as to Form:

City of Lathrop
City Attorney



Salvador Navarrete 12.5-2023
Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King Date

Approved By:

City Council Meeting:
Resolution No.:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore Date
City Manager

Contractor:

California Sales Organization LLC
Jeff LeBoss
4610 Martha Avenue
Tracy, CA 95377

Federal Tax ID # _____
Lathrop Business License # _____

Signature Date

Print Name and Title

ESTIMATE



California Sales Org LLC
4610 Martha Ave
Tracy, CA 95377

jeff@spacesolutions.us
(510)695-0349
spacesolutions.us

Lathrop Police Department

Bill to
Lathrop Police Department
2112 E Louise Ave.
Lathrop,, CA 95330

Ship to
Lathrop Police Department
2112 E Louise Ave.
Lathrop,, CA 95330

Estimate details
Estimate no.: 1383
Estimate date: 12/04/2023

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		Spacefile Mobile High Density Shelving <ul style="list-style-type: none"> • (9) 48"W x 24"L Powered Spacefile Carriages Consisting of: <ul style="list-style-type: none"> o (6) 48"W x 24"D x 121 ¼"H Back to Back Sections ▪ (7) Levels + Canopy Top • (5) 24"W x 24"L Powered Spacefile Carriages Consisting of: <ul style="list-style-type: none"> o (6) 48"W x 12"D x 121 ¼"H Back to Back Sections ▪ (9) Levels + Canopy Top ▪ Shared Back Panels • (1) 12"W x 24"L Powered Spacefile Carriages Consisting of: <ul style="list-style-type: none"> o (6) 48"W x 12"D x 121 ¼"H Single Faced Sections ▪ (9) Levels + Canopy Top ▪ Back Panels 		1	\$347,000.00	\$347,000.00
2.		CERTIFIED INSTALLATION INSTALLATION OF MOBILE		1	\$93,700.00	\$93,700.00
3.		Shelving Drugs RM511 <ul style="list-style-type: none"> • (4) 48"W x 21"D x 97 ¼"H Single Faced Static Sections o (7) Levels + Canopy Top o Tambour Door 		1	\$2,500.00	\$2,500.00
4.		CERTIFIED INSTALLATION Drug RM511 Shelving		1	\$1,200.00	\$1,200.00
5.		Product EVIDENCE LOCKERS		1	\$25,500.00	\$25,500.00

6.	CERTIFIED INSTALLATION Evidence Lockers	1	\$3,200.00	\$3,200.00
7.	Product Wardrobe Lockers (6)	1	\$3,150.00	\$3,150.00
8.	CERTIFIED INSTALLATION Wardrobe LOCKER INSTALLATION	1	\$350.00	\$350.00
9.	Product DRYER CABINET EACH UNIT INCLUDES: First set of filters (carbon, HEPA and pre-filters) Removable hanging rod Removable perforated shelving (3 per chamber) Manual washdown package (hoses, spray nozzle, drain pump) 1 UV-FDC Germicidal UV lamp and timer 1 STARTKIT Start-up kit (hangers, gloves, liners, and more) 1 LIGHT-FDC Internal lighting	1	\$5,400.00	\$5,400.00
10.	CERTIFIED INSTALLATION Forensic Drying Cabinet	1	\$500.00	\$500.00
11.	Product Safefume Automatic Cyanoacrylate Fuming Chamber: QTY: (1) CA30S Benchtop, 2.5ft wide, SAFEFUME Each Unit Includes: 1 UV-CA UV system 1 ELOCK Electronic Door Lock 1 AHOTPLATE Advanced Hot Plate 1 WF2 Humidity Filters – Pack of 4 1 ASTM-PRF Main Pre-filters Pack of 6 1 CA-PRFCirculation Fan Prefilters – Pack of 10 1 ASTM-001 Main Carbon Filter 1 72452 Sleeve of 100 tin dishes 1 AA-500500 gram bottle of Cyanoacrylate 1 AA-49020 gram bottle of Cyanoacrylate	1	\$6,250.00	\$6,250.00
12.	CERTIFIED INSTALLATION Fuming Chamber	1	\$250.00	\$250.00
13.	Product Safedvelop Heat and Humidity chamber for DFO/Ninhydrin processing: 1 VB-60 Ductless fume extractor w/activated carbon filter.	1	\$14,000.00	\$14,000.00
14.	CERTIFIED INSTALLATION Humidity Chamber	1	\$250.00	\$250.00
15.	Product QTY: (1) PURAIR BASIC DUCTLESS FUME HOODS: 1 P5-36XT-A 3ft wide, 115v FILTER SELECTION: 1 ASTS-001 GP Plus filter for solvents and organics EQUIPMENT INCLUDED: 1 TRAY-P5-36 Polypropylene spillage tray 1 CART-36 Open steel cart with locking casters 1 DWYER Continuous airflow display 1 MIF-001 Custom fully closing sash.	1	\$3,950.00	\$3,950.00

16.	CERTIFIED INSTALLATION Fume Hood	1	\$250.00	\$250.00
17.	Product QTY: (1) Mesa Safe Burglary & Firesafe Cabinet- 32"W x 22"D x 59"H 1 HR Fire Rating, Combo Lock	1	\$3,550.00	\$3,550.00
18.	CERTIFIED INSTALLATION SAFE INSTALLATION	1	\$150.00	\$150.00
19.	Product QTY: (1) 54"W x 32 1/4"D x 82 1/2"H Nexel Reach Refrigerator, 2 Glass Doors, 47 Cu. Ft.	1	\$2,650.00	\$2,650.00
20.	CERTIFIED INSTALLATION Evidence Refrigerator	1	\$150.00	\$150.00
21.	Product QTY: (1) 54"W x 32 1/4"D x 82 1/2"H Nexel Reach In Freezer, 2 Solid Doors, 47 Cu. Ft., Stainless Steel	1	\$3,250.00	\$3,250.00
22.	CERTIFIED INSTALLATION Evidence Freezer	1	\$150.00	\$150.00
23.	CMAS Number: 4-22-09-1040			\$0.00
24.	SHOP DRAWINGS WILL BE PREAPRED FOR SIGNOFF ONCE ORDER IS PLACED			\$0.00
25.	(price includes prevailing wage during normal business hours)			\$0.00
26.	TERMS: 50% non-refundable deposit is due with order 40% due upon shipment of product Balance 10% due upon completion of installation			\$0.00
			Subtotal	\$517,350.00
			Sales tax	\$45,119.38
			Total	\$562,469.38

ITEM 4.14

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06 AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Approving Amendment No. 2 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06 and Approve Budget Amendment**

SUMMARY:

On November 9, 2020, City Council approved Amendment No. 1 with Mark Thomas Company, Inc. (Mark Thomas) to prepare the Project Approval and Environmental Document (PA&ED) for Capital Improvement Project (CIP) PS 06-06 for Louise Avenue / Interstate-5 (I-5) Interchange (Project). The original scope of work consisted on conducting environmental studies based on the Preliminary Environmental Assessment Report (PEAR) approved by the Department of Transportation (Caltrans) in 2007.

Standards have been revised and Caltrans is now requesting additional environmental documentation to supplement older studies and meet current requirements. Mark Thomas has provided the City with a revise scope of work to complete the required technical studies. Staff has reviewed the proposal and found it to be reasonable given the additional scope of services needed to complete the environmental studies under current standards.

Staff is requesting that City Council approve Amendment No. 2 for Professional Services Agreement with Mark Thomas to provide the additional environmental studies to complete the PA&ED phase and extend the term of the Agreement until June 30, 2025.

The cost for the additional services and studies totals \$207,303. Sufficient funds were not allocated within the approved Fiscal Year 2023-24 budget. Thus, staff is also requesting Council approve a budget amendment transferring \$207,303 from the Local Transportation Capital Facilities Fees (2250) LTF to the Streets CIP Fund (3310).

CITY MANAGER'S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE
5 INTERCHANGE PROJECT, CIP PS 06-06

BACKGROUND:

On December 2006, City Council approved a Professional Services Agreement with Mark Thomas to prepare the PA&ED phase for the Project. The PA&ED phase began at that time and advanced through draft technical studies until the Project was put on hold in late 2008. On November 9, 2020, City Council approved Amendment No. 1 with Mark Thomas for \$698,587 to update the original scope of work and resume with the preparation of the PA&ED phase. The environmental studies were based on the PEAR approved by Caltrans in 2007.

Caltrans has updated their standards and is now requiring additional environmental documentation to supplement older studies and meet current guidelines. Technical studies such as the Air Quality Report and Natural Environment Study will need to be revised. Other new studies will need to be prepared such as a Historical Resources Evaluation Report (HRER), and new Community Impact, Paleontological, Visual Impacts, and Water Quality Memorandums.

Mark Thomas has provided a revised scope of work and fee proposal in the amount of \$207,303 to complete the PA&ED under the new Caltrans standards. Staff has reviewed and deemed the proposal reasonable given the large scope of services and amount of work involved to conduct the additional environmental studies.

Staff is requesting Council approve Amendment No. 2 with Mark Thomas to provide additional coordination services to complete the PA&ED and extend the term of the Agreement until June 30, 2025.

REASON FOR RECOMMENDATION:

To satisfy Caltrans requirements, some initial environmental studies will need to be revised to current standards. Approval of Amendment No. 2 will allow Mark Thomas to finalize the additional coordination services and environmental studies needed to complete the PA&ED phase. With Caltrans approval and the environmental phase completed, the Project can move forward to the Plans, Specifications, and Estimate (PS&E) phase.

FISCAL IMPACT:

The cost for the additional services and studies is \$207,303. Sufficient funds were not allocated within the approved Fiscal Year 2023-24 budget. Thus, staff is also requesting Council to approve a budget amendment transferring \$207,303 from the Local Transportation Capital Facilities Fees (2250) LTF to CIP PS 06-06 as follows:

CITY MANAGER'S REPORT **PAGE 3**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE
5 INTERCHANGE PROJECT, CIP PS 06-06


Increase Transfer Out		
2250-9900-990-9010	PS 06-06	\$207,303
Increase Transfer In		
3310-9900-393-0000	PS 06-06	\$207,303
Increase Appropriation		
3310-8000-420-8400	PS 06-06	\$207,303

ATTACHMENTS:

- A. Resolution Approving Amendment No. 2 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06
- B. Contract Amendment No. 2 with Mark Thomas for Professional Services Agreement to the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
APPROVE AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES
AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE
5 INTERCHANGE PROJECT, CIP PS 06-06

APPROVALS:



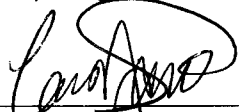
Angel Abarca
Assistant Engineer

11-29-2023
Date



Brad Taylor
City Engineer

11/29/2023
Date



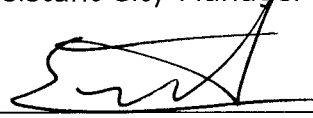
Cari James
Finance Director

12/1/2023
Date



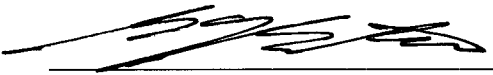
Michael King
Assistant City Manager

11.30.2023
Date



Salvador Navarrete
City Attorney

11.30.2023
Date



Stephen J. Salvatore
City Manager

12.5.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARK THOMAS FOR THE LOUISE AVENUE / INTERSTATE 5 INTERCHANGE PROJECT, CIP PS 06-06 AND APPROVE BUDGET AMENDMENT

WHEREAS, on December 2006, City Council approved a Professional Services Agreement with Mark Thomas Company, Inc. (Mark Thomas) to prepare the Project Approval and Environmental Document (PA&ED) for Capital Improvement Project (CIP) PS 06-06 for Louise Avenue / Interstate-5 (I-5) Interchange (Project); and

WHEREAS, the PA&ED phase began at that time and advanced through draft technical studies until the Project was put on hold in late 2008; and

WHEREAS, on November 9, 2020, City Council approved Amendment No. 1 with Mark Thomas for \$698,587 to update the original scope of work and resume with the preparation of the PA&ED phase; and

WHEREAS, the original scope of work consisted on conducting environmental studies based on the Preliminary Environmental Assessment Report (PEAR) approved by the Department of Transportation (Caltrans) in 2007; and

WHEREAS, standards have been revised and Caltrans is now requesting additional environmental documentation to supplement older studies and meet current requirements; and

WHEREAS, Mark Thomas has provided a revise scope of work and fee proposal in the amount of \$207,303 to complete the PA&ED under recent Caltrans standards; and

WHEREAS, staff has reviewed the proposal and found it to be reasonable given the additional scope of services needed to complete the environmental studies under current standards; and

WHEREAS, staff is requesting that City Council approve Amendment No. 2 for Professional Services Agreement with Mark Thomas to provide the additional environmental studies and complete the PA&ED phase for a total amount of \$207,303 and extend the term of the Agreement until June 30, 2025; and

WHEREAS, the cost for the additional services and studies is \$207,303. Sufficient funds were not allocated within the approved Fiscal Year 2023-24 budget. Thus, staff is also requesting Council to approve a budget amendment transferring \$207,303 from the Local Transportation Capital Facilities Fees (2250) LTF to the Streets CIP Fund (3310) as follows:

Increase Transfer Out 2250-9900-990-9010	PS 06-06	\$207,303
Increase Transfer In 3310-9900-393-0000	PS 06-06	\$207,303
Increase Appropriation 3310-8000-420-8400	PS 06-06	\$207,303

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby approve Amendment No. 2 to the Professional Services Agreement with Mark Thomas for the Louise Avenue / Interstate 5 Interchange Project, CIP PS 06-06; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves a budget amendment transferring \$207,303 from the Local Transportation Capital Facilities Fees (2250) LTF to CIP PS 06-06, as detailed above.

The foregoing resolution was passed and adopted this 11th day of December, 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

AMENDMENT NO. 2

TO THE AGREEMENT FOR CONSULTING SERVICES WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06

This Contract Amendment (hereinafter "AMENDMENT") to the agreement between Mark Thomas and the City of Lathrop dated December 19, 2006, (hereinafter "AGREEMENT") dated for convenience this December 11, 2023, is by and between **Mark Thomas** ("CONSULTANT") and the **CITY OF LATHROP**, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to provide Professional Engineering Services for the completion of a Project Approval and Environmental Document (PA&ED); and

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

WHEREAS, on December 19, 2006 City Council approved the AGREEMENT with Mark Thomas to provide Professional Engineering Consulting Services in the amount of \$2,431,661; and

WHEREAS, on November 9, 2020 City Council approved AMENDMENT No. 1 with Mark Thomas to provide additional Professional Engineering Consulting Services in the amount of \$698,587; and

WHEREAS, CONSULTANT is willing to render such Professional Engineering Services for the preparation of the Project Approval and Environmental Document (PA&ED), as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, CONSULTANT and CITY agree as follows:

AMENDMENT No. 2 to AGREEMENT

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

CONSULTANT agrees to perform additional services in conformance with the scope of work and fee proposal submitted by the CONSULTANT, attached hereto as **Exhibit "A"** and incorporated herein by reference.

CITY OF LATHROP – PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1 WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL & ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5 (I-5) INTERCHANGE PROJECT CIP PS 06-06

The aforementioned work is in addition to the scope of work in the original AGREEMENT dated December 19, 2006, and Amendment No. 1 dated November 9, 2020 for Professional Engineering Consulting Services for the Louise Avenue / I-5 Interchange. The scope of work is hereby amended by adding Exhibit “A”. CONSULTANT agrees to diligently perform these services in accordance with the upmost standards of its profession and the CITY’S satisfaction.

(2) Compensation. Section (2) of the Agreement for Consulting Services is hereby amended to add the following:

City hereby agrees to pay CONSULTANT an additional sum not to exceed **\$207,303** for the professional services for the completion of a Project Approval and Environmental Document (PA&ED) 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 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 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

The effective date of AMENDMENT No. 2 is December 11, 2023 and it shall terminate no later than June 30, 2025. 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 December 19, 2006 are still in effect and are incorporated by reference herein and said AGREEMENT is incorporated by reference herein.

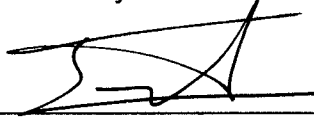
(5) Signatures

The individuals executing this AMENDMENT represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this AMENDMENT 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 – PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1
WITH MARK THOMAS FOR THE PREPARATION OF THE PROJECT APPROVAL &
ENVIRONMENTAL DOCUMENT (PA&ED) FOR LOUISE AVENUE AND INTERSTATE 5
(I-5) INTERCHANGE PROJECT CIP PS 06-06

Approved as to Form:

City of Lathrop
City Attorney



11-30-2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager

Michael King

Date

Approved By:
(Resolution # _____)

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Stephen J. Salvatore
City Manager

Date

CONSULTANT:

Mark Thomas
701 University Ave, Suite 200
Sacramento, CA, 95825

Fed ID # _____

Business License # _____

Date

(Print Name and Title)



MARK THOMAS

November 22, 2023

Mr. Angel Abarca
City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Project No.: SA-20103

RE: 15/Louise Avenue Interchange PA/ED – AM #2 REQUEST

Dear Mr. Abarca:

Mark Thomas has completed the following tasks to gain the project approval and environmental documentation for the project including:

- 24 months of continual PDT and Focus meetings with project stakeholders, City, Caltrans, and subconsultants
- Existing Conditions/Forecast Methodology Memos
- Final Traffic Operations Analysis Report
- Alternative Screening Memo (reducing the number of evaluated alternatives)
- Approved Traffic Management Plan
- Approved Life Cycle Cost Analysis
- Approved Right of Way Data Sheet
- Approved Project Risk Register
- Geometric Approval Drawings and 11-Page Cost Estimates
- Approved Advanced Planning Studies for proposed retaining walls
- Approved Initial Site Assessment
- Approved Geotechnical Materials Report
- Draft Design Standard Decision Documents
- Draft Highway Safety Analysis
- Draft Storm Water Data Report
- Draft Preliminary Drainage Report
- Admin Draft Project Report

Please find attached the scope of work and fee proposal for providing additional project development and environmental services for the 15/Louise Avenue Interchange PA/ED project. Effort related to gaining traffic approvals, alternative selection, and interchange design details



exceeded the original budget amount. Additionally, the changeover in Caltrans project management and functional unit staff required additional PDT and focus meetings to cover project history.

The environmental original scope of work, dated January 11th, 2021, included environmental tasks to supplement and complete the I-5/Louise Interchange Improvements project based on our understanding of the previous 2007 Preliminary Environmental Assessment Report (PEAR) requirements and discussions we had with Caltrans staff in the fall of 2020. Subsequent to the discussions we had with Caltrans staff in 2020, the PDT met in January 2021, during which time Caltrans staff requested additional environmental documentation in order to supplement the older PEAR and meet current Caltrans requirements. Additionally, for the past two years, the project has focused on updating the traffic analysis to provide an alternatives screening memo, to select a single preferred build alternative. Since that time, Caltrans standards have been revised and new requirements will now need to be incorporated. The City and Consulting team met with Caltrans District 10 staff, including senior staff and the Environmental Branch Chief. The below environmental approach is based on the results of that meeting.

Task 1.1 Project Management

This scope of work assumes project management activities for an additional 12 months. Mark Thomas' Project Manager will plan, organize, direct and monitor project work activities and resources in accordance with contracted scope, schedule and budget. This task includes performing ongoing general project management with the client, subconsultants and stakeholders including preparing contract paperwork, monthly status reports, memo's, letters and e-mail, making phone calls and maintaining project files.

Task 1.2 Caltrans PDT Meetings

Mark Thomas will hold Project Development Team (PDT) meetings with subconsultants, City and Caltrans staff to ensure mutual understanding of the intended purposes, objectives, milestones and deliverables of the project.

Task 1.3 QA/QC

Additional effort for QA/QC for new technical studies and reports.

Task 3.2 DIB78/Design Decisions

Caltrans requested additional analysis of the project alternative to evaluate bicycle and pedestrian movements through the interchange. This included development of exhibits and focus meetings to discuss the design and non-standard features. The Design Standard Decision Document required

updates related to additional direction from Caltrans related to vehicle clearances and other delegated District design standards.

Task 4.1 Technical Studies

During the January 2021 PDT meeting and confirmed at the September 2023 environmental scoping meeting, Caltrans directed the consultant team to provide the following new or expanded technical studies: an Air Quality Report and Air Quality Conformity Report (instead of updates to current reports); a Natural Environment Study – Minimal Impacts (NESMI) (instead of previously proposed NESMI Addendum); a new Community Impact Memorandum; a Historical Resources Evaluation Report (HRER); a new Paleontological Memorandum, a new Visual Impacts Memorandum; and a new Water Quality Memorandum. Detailed scopes of work for each of the new or expanded technical studies are provided below.

Air Quality

In the January 2021 scope of work, LSA had proposed to complete updates of to the existing Air Quality and Air Quality Conformity Reports. Due to the new Caltrans standards and age of the prior document, LSA will prepare a new Air Quality Report and Air Quality Conformity Report in accordance with the Caltrans' SER template dated August 2023 to evaluate project-related air quality impacts.

LSA will perform all activities related to air quality and greenhouse gas (GHG) impact analyses for use in the environmental document and will prepare an Air Quality and GHG Report that documents the study results. This task would commence with an initial screening of the guidance in effect for Air Quality and GHG analysis when these technical reports are scheduled to begin. The Air Quality and GHG Report will be prepared in accordance with the following protocols/guidelines: Caltrans Transportation Project-Level Carbon Monoxide Protocol, FHWA/EPA Transportation Conformity Guidance for Quantitative Hot-spot Analyses in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas, FHWA Interim Guidance on Air Toxic Analysis in NEPA Documents (mobile source air toxics [MSAT]), and Caltrans' policy on greenhouse gas emissions. The Air Quality and GHG Report will also analyze and discuss the presence/absence of asbestos-containing structures/roadway affected by the Project and construction-related impacts. In addition, the proposed project's short-term construction and long-term operational impact on global warming and climate change will be discussed. The Air Quality and GHG Report will document whether the proposed project is included in the latest San Joaquin Council of Governments (SJCOG) Regional Transportation Plan (RTP), Federal Transportation Improvement Program (FTIP), and Federal Statewide Transportation Improvement Program (FSTIP) for preliminary engineering/environmental documentation. If the project is determined to be a Project of Air Quality Concern, an Interagency Consultation (IAC) with the



Federal Highway Administration (FHWA) and Environmental Protection Agency (EPA) will need to be conducted.

The Air Quality and GHG Report will make a final determination whether the build alternatives will conform to applicable state and federal air quality plans. Caltrans Standard Specifications for Construction, as well as mitigation measures, if necessary, will be recommended to reduce short-term construction related impacts. In addition, mitigation measures will be prescribed for any operational impacts that are identified. Interagency Coordination with EPA, Caltrans, and FHWA will be necessary to ensure that the proposed project would not violate/exacerbate air quality.

In addition to the air quality analysis, LSA will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/Maintenance Areas" (Air Quality Conformity Report [AQCR]) required for NEPA delegation. This scope assumes the preparation of a quantitative PM₁₀ and PM_{2.5} Hot-Spot assessment would not be required.

We have budgeted 12 hours for responding to comments generated during review of the AQ/GHG Report and 8 hours for responding to comments generated during review of the AQCR.

*Deliverables: Air Quality/Greenhouse Gas Report (AQ/GHGR) [Draft and Final]
Air Quality Conformity Report (AQCR) [Draft and Final]*

Biology

In the January 2021 scope of work, LSA had proposed to complete a NES Addendum to the previous 2010 NESMI. Due to the new Caltrans standards and age of the prior document, LSA will instead evaluate the biological resources present in the project area and determine project effects to those resources by completing a new NES-MI.

A key objective of the evaluation will be to identify any special status plant or wildlife species, or sensitive habitats, that may be affected by the project. Sensitive biological resources potentially occurring in the project area include, but are not limited to, Swainson's hawk, western burrowing owl, and other nesting birds and bats.

Research/Coordination. LSA will request a list of special status species from the U.S. Fish and Wildlife Service (USFWS) via the online Information, Planning, and Conservation (IPaC) System and will query the California Natural Diversity Data Base. We will also coordinate with local agency biologists, as necessary, regarding issues of concern in the project area.

Field Surveys. The following field surveys are proposed.

- General Field Survey. LSA will conduct a general field survey to map plant communities and assess habitat conditions and evaluate potential impacts to sensitive biological resources from the proposed project. During this survey, LSA will also review the project site and nearby vicinity for burrows suitable for use by burrowing owl as well as potential nesting trees for raptor species. LSA will also assess the existing overcrossing for potential habitat for nesting birds or roosting bats.

Documentation. LSA proposes to prepare the following reports to document biological resources in the project site and evaluate potential project effects to biological resources.

- Natural Environment Study (Minimal Impact) (NESMI). The results of the field surveys will be documented in an NESMI prepared for the project in accordance with the Caltrans' SER template dated August 2022. The NESMI will include a discussion of plant communities present and animal species present or expected to occur based on background research and the habitats present at the site. Generalized vegetation maps will be prepared showing plant community types as well as the locations of any sensitive biological resources identified. The NESMI will include an assessment of potential project impacts on the biological resources present, and recommended avoidance, minimization, and mitigation measures as appropriate. We have budgeted 15 hours for responding to comments generated during review of the NESMI.

Deliverables: *Natural Environment Study (Minimal Impacts) (NESMI) [Draft and Final]*

Community Impact Assessment Memorandum

The proposed Project will not require the relocation of existing businesses or the acquisition of private property to accommodate Project right-of-way. The Project in and of itself is not growth inducing; however, the proposed Project is being developed to accommodate planned growth in the area.

Based on this, LSA will prepare a Community Impact Assessment Memorandum (CIA), consistent with the guidelines in the FHWA Technical Advisory T6640.8A, Caltrans CIA Handbook (2011), and other applicable guidance from the FHWA and the Caltrans SER Web sites. The CIA will evaluate community impacts based on a study area defined after preliminary design is complete. The CIA will evaluate resources of concern in the study area. The CIA will address the resources, impacts, and any Project measures to reduce such impacts as applicable.

We have budgeted 4 hours for responding to comments generated during review of the CIA Memorandum.

Deliverables: *Community Impact Assessment Memorandum [Draft and Final]*



Cultural Resources

LSA will conduct cultural resource studies that are needed for the City and Caltrans to address requirements of NEPA, CEQA, and Section 106 of the National Historic Preservation Act using guidance set forth in the Caltrans 2014 *First Amended Programmatic Agreement Among The Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance With Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (Section 106 PA).

In January 2021, LSA had included a scope to conduct a Supplemental Archaeological Study Report (sASR)/Supplemental Historic Property Survey Report (sHPSR). Based on recent guidance from Caltrans and reviewing the updated project study area, it has been determined that an evaluation for the Built Environment will also be required. As such, this scope will supplement the previous scope from 2021.

A preliminary review of the 189 parcels within or adjacent to the proposed project area that could contain cultural resources that may be affected by this project has been conducted for this proposal and is presented below.

Built Environment Resources

LSA reviewed ParcelQuest information as well as aerial photographs and USGS topographic quadrangles to determine the age of buildings located on all parcels within and adjacent to the Study Area. Of the 189 parcels within or adjacent to the Study Area, three contained built environment elements with a "Year Built" date over 45 years old (i.e., 1978 and older as of 2023), one of these three properties contains a mobile home park over 45 years old that itself contains approximately 120 separate parcels; therefore, a Historical Resources Evaluation Report (HRER) will be necessary. The following properties contain built environment elements 45 years old or older:

- A residential property constructed in 1951 on a three-acre parcel at 15933 South Manthey Road (APN 192-040-100);
- A gas station constructed in 1969 on a 0.8-acre parcel at 85 East Louise Avenue (APN 196-270-100); and
- A mobile home park containing the *Camino Real Mobile Estates*, constructed in 1971-1972 at 15820 South Harlan Road (APN 196-270-020 + 122 additional parcels).

Finding of Effects

Based on the information available at this time, LSA believes a Finding of Effect (FOE) document to address historic properties may be required to adhere to Caltrans and Section 106 standards. The design team and cultural resources consultant should discuss options for the Project to adhere to



the Secretary of Interior's (SOIS) Guidelines for the Treatment of Historic Properties at 36 CFR Part 68. If required, the FOE would be reported as a Finding of No Adverse Effect with Standard Conditions (FNAE-SC) per Section X.B1.b of the Section 106 PA. This document would not require concurrence from the State Historic Preservation Officer and, upon concurrence with Caltrans' Cultural Studies Office (CSO), would complete the Section 106 review.

Tasks

LSA will conduct the following tasks to identify cultural resources in the project area.

Research and Field Investigation

- LSA will request a records search of the Study Area and a 0.25-mile radius be completed by the staff of the Central California Information Center (CCAIC) of the California Historical Resources Information System. The CCAIC is the official State repository for cultural resources and studies for San Joaquin County. The records search will identify recorded cultural resources and studies within and adjacent to the project site. This information will inform the existing baseline conditions of the project site and minimize redundant research.
- A literature review, as necessary, of archaeological, ethnographic, historical, and environmental publications and maps at historical archives and LSA will be performed. Relevant listings reviewed will include the *California Inventory of Historic Resources*, *Five Views: An Ethnic Sites Survey for California*, *California Historical Landmarks*, *California Points of Historical Interest*, *National Historic Landmarks*, and the Built Environment Resources Directory (BERD) for San Joaquin County which contains the listings of the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR). If available, appropriate city or county listings will be reviewed.
- An LSA architectural historian will conduct property-specific research at San Joaquin County Historical Society in Lodi; the Tracy Historical Society in Tracy, and the Manteca Historical Society in Manteca for historical and environmental information of built environment resources in or adjacent to the Study Area. There does not appear to be a Lathrop Historical Society (or similar) or museum to conduct research.
- LSA will contact the San Joaquin County Historical Society in Lodi; the Tracy Historical Society in Tracey, and the Manteca Historical Society in Manteca for any information or concerns they may have about cultural resources in the APE. There does not appear to be a Lathrop Historical Society (or similar) or museum to consult with.
- LSA will consult with Caltrans to exempt any additional built environment resources in the APE from evaluation, if any, in accordance with criteria set forth in Attachment 4 of the Section 106 PA.
- LSA will conduct an architectural pedestrian field survey of the APE.

Documentation

- LSA will prepare an Area of Potential Effects (APE) map to Caltrans standards which includes built environment resources.
- LSA will prepare a Historic Property Survey Report (HPSR) and a Historical Resources Evaluation Report (HRER) and a suitable finding of effect document to be determined based on research and evaluative outcomes to current Caltrans standards.

If additional built environment resources are identified within or adjacent to the APE, or Caltrans requires updating existing DPRs of other built environment resources in the APE, or Caltrans requires other related cultural resource technical studies to address built environment resources, LSA will develop a scope and budget to address the additional required study and prepare draft/final documentation per Caltrans and OHP guidelines. We have budgeted 16 hours for responding to comments generated during review of the HPSR/HRER/FOE.

*Deliverables: Area of Potential Effects Map (APE) [Draft and Final]
Historical Resources Evaluation Report (HRER) [Draft and Final]
Historic Property Survey Report (HPSR) [Draft and Final]
OPTIONAL ~ Finding of Effect [Draft and Final]*

Paleontological Resources

As Caltrans staff noted that the project area contains the Modesto Formation, which is known to produce scientifically significant fossils, a combined Paleontological Identification Report/Paleontological Evaluation Report (PIR/PER) will be prepared to document the potential for the project to impact important paleontological resources and make the appropriate mitigation recommendations. The PIR/PER will follow the guidelines set forth in the Caltrans Standard Environmental Reference (SER) Environmental Handbook, Volume 1, Chapter 8 – Paleontology (Caltrans, July 2023), as well as guidelines established by the Society of Vertebrate Paleontology and industry best practices. Completion of the PIR/PER will include a fossil locality search through the online collections database of the University of California Museum of Paleontology (UCMP) at the University of California, Berkeley. The fossil locality search is necessary to document the status and extent of previously recorded paleontological resources within the project area and within the same or similar deposits as those found in the project area. This information will help determine the potential for paleontological resources to be encountered during project development. LSA will examine current geologic maps of the project area and review relevant geological and paleontological literature, including geotechnical reports, if available, to document the geologic units present within the project area, where they are exposed, and where they may be encountered at depth. The literature review will provide additional information regarding the types of paleontological resources that may occur in the project area and their scientific significance, as well

as the methods necessary to mitigate any impacts to those resources. A systematic on-site pedestrian survey of the project site will also be conducted to determine the presence of paleontological resources in the project area, as well as to note exposures of bedrock or native sediments.

The results of the fossil locality search, the literature review, and the field survey will be documented in the PIR/PER. The PIR/PER will assess whether there are known or reasonably anticipated paleontological resources within the project area and, based on the description of proposed work and excavation parameters, determine whether project excavation may impact those resources. If this research indicates that significant resources may be impacted by project development, the PIR/PER will make recommendations regarding mitigation efforts and the preparation of a Paleontological Mitigation Plan (PMP).

We have budgeted 16 hours for responding to client and Caltrans comments generated during review of the PIR/PER.

Deliverables: Paleontological Identification Report/Paleontological Evaluation Report [Draft and Final]

Visual Impact Assessment Memorandum

Based on a review of the Caltrans *Questionnaire to Determine Visual Impact Assessment Level*, LSA proposes preparation of a brief (2-3 page) Visual Impact Assessment Memorandum (VIA Memo) which evaluates the roadway improvements and the aesthetic compatibility of the improvements with the surrounding area. The VIA Memo will be prepared based on Caltrans' Visual Impact Assessment (VIA) for Projects on State Highway System guidance (Caltrans, July 2023). The VIA Memo will describe the visual characteristics of the Project area and will identify visual sensitive receptors in the area. Visual sensitive receptors include drivers in vehicles, residents at nearby residential units, and patrons at nearby hotels. The VIA Memo will determine if the changes in visual characteristics of the Project site during construction and during operation will impact sensitive receptors in the area. If impacts are determined to occur, the VIA Memo will include minimization measures that will be applied (as applicable) to reduce such impacts. We have budgeted 4 hours of time to respond to comments on the VIA Memorandum.

Deliverables: Visual Impact Assessment Memorandum [Draft and Final]

Water Quality Memorandum

LSA will prepare a brief (4-6 page) Water Quality Memorandum (Memorandum) for the PA&ED phase of the I-5/Louise Avenue Project. The Memorandum will include a brief discussion of watersheds and drainage characteristics; surface receiving waters; groundwater hydrology; receiving waters conditions, objectives, beneficial uses, and impairments; pollutants of concern; floodplains; and regulatory requirements. The Memorandum will also discuss construction site,

Design Pollution Prevention, and Treatment Best Management Practices (BMPs) that are applicable to the project. The Memorandum will also discuss any Low Impact Development (LID) features that are included as part of the project to address water quality impacts. The project's impacts on water quality will be evaluated and avoidance, minimization, and/or mitigation measures necessary to prevent adverse water quality impacts will be identified.

Preparation of the Memorandum will primarily rely on information provided in the Stormwater Data Report, the Hydrology Report, and the Geotechnical Report. Information to be obtained from these reports includes, but is not limited to, disturbed soil area, soil types, soil erosion potential, new impervious surface area, additional impervious surface areas to be treated from the project, existing and proposed drainage patterns, existing and proposed rate and volume of stormwater runoff, depth to groundwater, proposed depth of excavation, the potential for groundwater dewatering during construction, and proposed construction and operational BMPs. We have budgeted 6 hours of time to respond to comments on the Memorandum.

Deliverables: Water Quality Memorandum [Draft and Final]

Task 4.2 Environmental Document

LSA's scope from 2021 includes an Initial Study/Mitigated Negative Declaration (IS/MND) but was scoped prior to new requirements by Caltrans to include a Regional Branch Quality Assurance/Quality Control (QA/QC). LSA will incorporate Caltrans Regional Branch QA/QC as well as the Caltrans Global Climate Change (GCC) for Non-Capacity Increasing Projects requirements. Finally, LSA will incorporate Vehicular Miles Travelled for Non-Capacity Increasing Projects Analysis based on traffic studies provided by Fehr & Peers, Inc. These requirements are deemed to be necessary to comply with the current Standard Environmental Reference (SER) dated February 8, 2023.

Regional Branch QA/QC for Draft and Final IS/MND

Since the project is being processed under the current SER standards for an IS/MND, the project will be subject to Regional Branch QA/QC for both the Draft and Final document.

The current scope of work includes a maximum of 16 staff hours to respond to City/Caltrans comments on the Screencheck Review Draft IS/MND. For the Final IS/MND, we budgeted 8 hours. To accommodate Regional Branch QA/QC, LSA has included an additional 100 hours (116 hours in total) for responding to comments on the Draft IS/MND and an additional 44 hours (52 hours in total) for responding to comments on the Final IS/MND.



Global Climate Change for Non-Capacity Increasing Projects IS/MND Section

LSA will prepare the Global Climate Change section based on guidance provided in Caltrans' Annotated Outline. This task includes 4 hours to respond to Caltrans' comments on that section.

Deliverables: Annotated outline section for GHG and RTC on that Section [Draft and Final]

Vehicle Miles Travelled for Non-Capacity Increasing Projects IS/MND Section

LSA will prepare the Vehicle Miles Travelled (VMT) section based on guidance provided in Caltrans' Annotated Outline. LSA will utilize the Mitigation Scoping Plan and other VMT analysis provided by Fehr & Peers as the basis of the analysis. This task includes 4 hours to respond to Caltrans' comments on this section.

Deliverables: Annotated outline section for VMT and RTC on that Section [Draft and Final]

Task 5.0 Project Report

The Draft Project Report will require updates related to additional environmental technical studies and traffic analysis.

The cost for these additional services will be \$207,303. Should you have any questions, please don't hesitate to contact me (916) 381-9100.

Sincerely,

MARK THOMAS & COMPANY, INC.

Aaron Silva
Project Manager

Attachment

COST PROPOSAL FOR PROJECT SCOPE: Lathrop-I-5/Louise Ave IC

MARK THOMAS	bconsultar					TOTAL COST
	Sr. Project Manager \$303	Sr. Project Engineer \$225	Sr. Project Coordinator \$173	Total Hours	Total MT Cost	
1.0 PROJECT MANAGEMENT						
1.1 Project Management	36		8	44	\$12,292	12,021
1.2 Caltrans PDT Meetings	24	24		48	\$12,672	7,654
1.3 QA/QC		16		16	\$3,600	-
Subtotal Phase 1	60	40	8	108	\$28,564	\$19,675
3.0 PRELIMINARY ENGINEERING						
3.2 DIB 78/Design Decisions		24		24	\$5,400	-
Subtotal Phase 3	0	24	0	24	\$5,400	\$0
4.0 ENVIRONMENTAL DOCUMENT						
4.1 Technical Studies				0	\$0	90,007
4.3 Environmental Document				0	\$0	48,439
Subtotal Phase 4	0	0	0	0	\$0	\$138,447
5.0 PROJECT REPORT						
5.3 Project Report	16	40		56	\$13,848	-
Subtotal Phase 5	16	40	0	56	\$13,848	\$0
TOTAL HOURS	76	104	8	188		
OTHER DIRECT COSTS					\$0	\$1,369
TOTAL COST	\$23,028	\$23,400	\$1,384		\$47,812	\$159,491
						\$207,303

Please note that the rates shown are for estimating purposes only.
See rate schedule for actual rates/ranges.

ITEM 4.15

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC COMPANY, INC. FOR CAMERA SYSTEMS FOR CITY PARKS, CIP GG 22-35

RECOMMENDATION: Adopt Resolution Accepting Public Improvements Constructed by Bockmon & Woody Electric Company, Inc. for Camera Systems for City Parks, CIP GG 22-35, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

SUMMARY:

Bockmon & Woody Electric Company, Inc. (Bockmon & Woody) has completed the construction of Camera Systems for City Parks, CIP GG 22-35 (Project). Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Bockmon & Woody has submitted lien releases confirming all subcontractors and suppliers have been paid in full and provided a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the completed improvements constructed by Bockmon & Woody for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Bockmon & Woody of \$1,416 within forty-five (45) days after recording the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On January 6, 2023, a construction contract was awarded to Bockmon & Woody for the construction of the Project in the amount of \$28,320, with a 10% construction contingency of \$2,832 for staff to use as necessary to achieve the goals of the Project. The Project scope included replacing light poles and installing conduit and wiring at Sangalang, Valverde and Woodfield parks.

Upon acceptance of the improvements, the performance bond (Bond No. 070216784, \$28,320) and payment bond (Bond No. 070216784, \$28,320) will be released and replaced with a one-year warranty bond (Bond No. 070216784, \$2,832). 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. Bockmon & Woody has also provided the necessary lien releases for the materials supplied and completed work.

DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC COMPANY, INC. FOR CAMERA SYSTEMS FOR CITY PARKS, CIP GG 22-35**

Staff requests City Council accept the improvements constructed by Bockmon & Woody for Camera Systems for City Parks, CIP GG 22-35. 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 Bockmon & Woody for \$1,416 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

Bockmon & Woody has completed the project pursuant to the contract documents dated January 6, 2023. Staff inspected the improvements and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

Bockmon & Woody has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council's acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with Bockmon & Woody for CIP GG 22-35 is for \$28,320. Adequate funds have been allocated in the FY 2023-24 budget to close out the Project. With the completion of the Project, staff requests that unused funds be transferred back to the original funding sources.

ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Bockmon & Woody Electric Company, Inc. for Camera Systems for City Parks, CIP GG 22-35, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds
- B. Notice of Completion – Camera Systems for City Parks, CIP GG 22-35

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY
ELECTRIC COMPANY, INC. FOR CAMERA SYSTEMS FOR CITY PARKS, CIP GG
22-35

APPROVALS:



Steven Hollenbeak
Assistant Engineer

11.21.23

Date



Ken Reed
Senior Construction Manager

11-21-2023

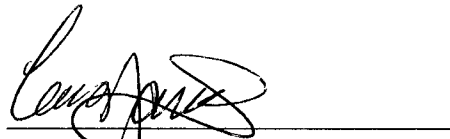
Date



Brad Taylor
City Engineer

11/28/2023

Date



Cari James
Finance Director

11/30/2023

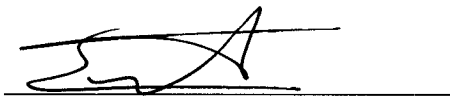
Date



Michael King
Assistant City Manager

11.29.2023

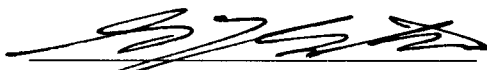
Date



Salvador Navarrete
City Attorney

11.28.2023

Date



Stephen J. Salvatore
City Manager

12.5.23

Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY BOCKMON & WOODY ELECTRIC COMPANY, INC. FOR CAMERAS FOR CITY PARKS, CIP GG 22-35, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on January 6, 2023, a construction contract was awarded to Bockmon & Woody Electric Company, Inc. (Bockmon & Woody) for the construction of Camera Systems for City Parks, CIP GG 22-35 (Project) in the amount of \$28,320 with a 10% construction contingency of \$2,832 for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of replacing light poles and installing conduit and wiring; and

WHEREAS, during construction, contract change orders were issued for a final contract amount of \$28,320, the cost of which captures all construction expenditures; and

WHEREAS, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, Bockmon & Woody 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. 070216784, \$28,320) and payment bond (Bond No. 070216784, \$28,320) will be released and replaced with a one-year warranty bond (Bond No. 070216784, \$2,832) upon City Council's acceptance of the improvements; and

WHEREAS, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, adequate funds have been allocated in the FY 2023-24 budget to close out the Project. With the completion of CIP GG 22-35, staff requests that unused funds be transferred back to the source Fund; and

WHEREAS, staff requests City Council accept the public improvements constructed by Bockmon & Woody for Camera Systems for City Parks, CIP GG 22-35; 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 Bockmon & Woody in the amount of \$1,416 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Bockmon & Woody for Camera Systems for City Parks, CIP GG 22-35, pursuant to the contract documents dated January 6, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Bockmon & Woody, in the amount of \$1,416, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the transfer of unused funds back to the original funding source.

The foregoing resolution was passed and adopted this 11th day of December, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

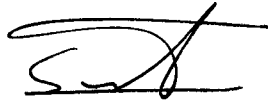
ABSTAIN:

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 **December 11, 2023** by **Bockmon & Woody Electric Company, 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 **December 11, 2023**, and the grantee consents to recordation thereof by its duly authorized officer.

Dated _____

By _____
Stephen J. Salvatore, City Manager

ITEM 4.16

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY NOR-CAL CONCRETE COMPANY FOR TEMPORARY ANIMAL CENTER CONCRETE, CIP GG 23-06

RECOMMENDATION: Adopt Resolution Accepting Public Improvements Constructed by Nor-Cal Concrete Company for Temporary Animal Center Concrete, CIP GG 23-06, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

SUMMARY:

Nor-Cal Concrete Company (Nor-Cal) has completed the construction of Temporary Animal Center Concrete, CIP GG 23-06 (Project). Staff inspected the improvements and they have been deemed complete and in accordance with the approved plans and specifications by the City Engineer.

Nor-Cal has submitted lien releases confirming all subcontractors and suppliers have been paid in full and provided a one-year warranty bond (based on 10% of the construction contract) for the improvements to be accepted.

Staff requests City Council accept the completed improvements constructed by Nor-Cal for the Project. Staff also requests City Council authorize the filing of a Notice of Completion with the San Joaquin County Clerk, the release of contract retention to Nor-Cal of \$4,190 within forty-five (45) days after recording the Notice of Completion, and the release of performance and payment bonds.

BACKGROUND:

On April 10, 2023, City Council ratified the City Manager's award of a construction contract on March 1, 2023 to Nor-Cal for the construction of the Project in the amount of \$76,590, with a 20% construction contingency of \$15,318 for staff to use as necessary to achieve the goals of the Project. The Project scope included pouring concrete slabs for foundations for modular animal kennels.

During construction, contract change orders (CCO) were issued for a final contract amount of \$83,790. The Project's costs referenced below capture all construction expenditures:

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY NOR-CAL CONCRETE
COMPANY FOR TEMPORARY ANIMAL CENTER CONCRETE, CIP GG 23-06

A. Construction Contract	\$76,590
B. Contract Change Orders	\$ 7,200

Total Construction Contract Costs	\$83,790

Upon acceptance of the improvements, the performance bond (Bond No. WCN7443975, \$76,590) and payment bond (Bond No. WCN7443975, \$76,590) will be released and replaced with a one-year warranty bond (Bond No. WCN7443975, \$8,379). 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. Nor-Cal has also provided the necessary lien releases for the materials supplied and completed work.

Staff requests City Council accept the improvements constructed by Nor-Cal Concrete Company for Temporary Animal Center Concrete, CIP GG 23-06. 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 Nor-Cal of \$4,190 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

REASON FOR RECOMMENDATION:

Nor-Cal has completed the project pursuant to the contract documents dated March 1, 2023. Staff inspected the improvements and they have been deemed complete and in accordance with the plans and specifications approved by the City Engineer.

Nor-Cal has submitted a one-year warranty bond for the improvements to be accepted (based on 10% of the construction contract) and lien releases confirming all sub-contractors and suppliers have been paid in full. The warranty bond covers any repairs or replacements that become necessary during the one-year period, beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements.

The performance bond and payment bond will be released and replaced with the one-year warranty bond upon City Council’s acceptance of the improvements.

FISCAL IMPACT:

The final construction contract amount with Nor-Cal for the Project is for \$83,790. Adequate funds have been allocated in the FY 2023-24 budget to close out CIP GG 23-06. With the completion of the Project, staff requests that unused funds be transferred back to the original funding sources.

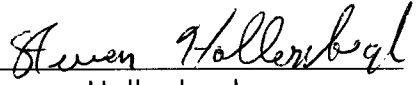
ATTACHMENTS:

- A. Resolution Accepting Public Improvements Constructed by Nor-Cal Concrete Company for Temporary Animal Center Concrete, CIP GG 23-06, Authorizing the Filing of a Notice of Completion, Release of Contract Retention, and Release of Performance and Payment Bonds

- B. Notice of Completion – Temporary Animal Center Concrete, CIP GG 23-06

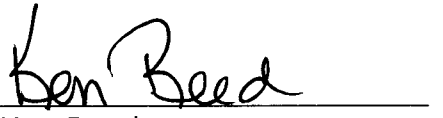
CITY MANAGER'S REPORT **PAGE 4**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
ACCEPT PUBLIC IMPROVEMENTS CONSTRUCTED BY NOR-CAL CONCRETE
COMPANY FOR TEMPORARY ANIMAL CENTER CONCRETE, CIP GG 23-06

APPROVALS:



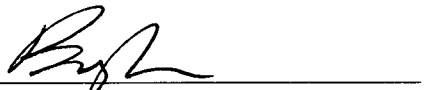
Steven Hollenbeak
Assistant Engineer

11.27.23
Date



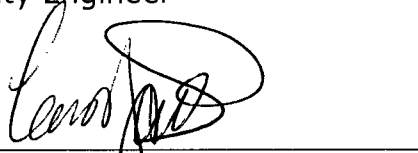
Ken Reed
Senior Construction Manager

11-27-23
Date



Brad Taylor
City Engineer

11/27/2023
Date



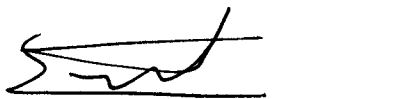
Cari James
Finance Director

11/30/2023
Date



Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11.28.2023
Date



Stephen J. Salvatore
City Manager

12.5.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING PUBLIC IMPROVEMENTS CONSTRUCTED BY NOR-CAL CONCRETE COMPANY FOR TEMPORARY ANIMAL CENTER CONCRETE, CIP GG 23-06, AUTHORIZING THE FILING OF A NOTICE OF COMPLETION, RELEASE OF CONTRACT RETENTION, AND RELEASE OF PERFORMANCE AND PAYMENT BONDS

WHEREAS, on April 10, 2023, City Council ratified the City Manager's award of a construction contract to Nor-Cal Concrete Company (Nor-Cal) on March 1, 2023 for the construction of Temporary Animal Center Concrete, CIP GG 23-06 (Project) in the amount of \$76,590 with a 20% construction contingency of \$15,318 for staff to use as necessary to achieve the goals of the Project; and

WHEREAS, the scope of work consisted of pouring concrete slabs for foundations for modular animal kennels; and

WHEREAS, during construction, contract change orders were issued for a final contract amount of \$83,790, the cost of which captures all construction expenditures; and

WHEREAS, staff inspected the improvements and the City Engineer deemed the improvements complete and in accordance with the approved plans and specifications; and

WHEREAS, Nor-Cal 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. WCN7443975, \$76,590) and payment bond (Bond No. WCN7443975, \$76,590) will be released and replaced with a one-year warranty bond (Bond No. WCN7443975, \$8,379) upon City Council's acceptance of the improvements; and

WHEREAS, the one-year warranty bond covers any repairs or replacements that may become necessary during the one-year period beginning with this acceptance, due to defective materials or workmanship in connection with the completed improvements; and

WHEREAS, adequate funds have been allocated in the FY 2023-24 budget to close out the Project. With the completion of the Project, staff requests that unused funds be transferred back to the source Fund; and

WHEREAS, staff requests City Council accept the public improvements constructed by Nor-Cal for Temporary Animal Center Concrete, CIP GG 23-06; 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

Nor-Cal in the amount of \$4,190 within forty-five (45) days after the recording of the Notice of Completion, and the release of performance and payment bonds.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop does hereby accept the completed public improvements constructed by Nor-Cal Concrete Company for Temporary Animal Center Concrete, CIP GG 23-06, pursuant to the contract documents dated March 1, 2023; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop authorizes the filing of the Notice of Completion with the San Joaquin County Clerk and the release of the contract retention to Nor-Cal Concrete Company, in the amount of \$4,190, within forty-five (45) days after the recording of the Notice of Completion, and authorizes the release of the performance and payment bonds; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approves the transfer of unused funds back to the original funding source.

The foregoing resolution was passed and adopted this 11th day of December, 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 **December 11, 2023** by **Nor-Cal Concrete Company** 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 **December 11, 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 4.17

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING FOR CIP GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION**

RECOMMENDATION: **Adopt a Resolution to Ratify the Original Service Contract and Contract Change Order No. 1 and Approve Contract Change Order No. 2 With Hardwire Communications for Additional Fiber Optic Communication Wiring for CIP GG 22-03 Citywide Fiber Optic Communication**

SUMMARY:

The Capital Improvement Project (CIP) 22-03 Citywide Fiber Optic Communication created on June 14, 2021 allowed for the purchase and installation of fiber optic communication wiring throughout the City. This network of fiber optic communication wiring connects various City network systems throughout the City. The fiber optic wiring is essential for other CIPs currently in progress as it is a required component of the infrastructure. The City of Lathrop's camera surveillance systems, Automatic License Plate Recognition (ALPR) system, and traffic signals communicate via this network of fiber optic communication wiring that runs throughout the City.

The original Service Contract with Hardwire Communications Inc. was approved by the City Manager for \$74,000 in September 2022, as this vendor holds a California Multiple Award Schedule (CMAS) contract and provides quotes that are equivalent to prices per CMAS. Therefore, pursuant to Lathrop Municipal Code (LMC) 2.36.110 (d) this service contract is exempt from bidding. The vendor has performed all installation of fiber optic communication wiring throughout the city for this CIP so far. The original Service Contract was set to terminate August 2023 but was extended by the City Manager with a new termination date of June 30, 2024.

Installation of fiber optic communication wiring throughout the city is not yet complete and more services are required. To avoid project delays for various CIPs, the City Manager signed Change Order No. 1 to increase the Service Contract amount to a total amount of \$148,999. Staff is asking City Council to ratify the City Manager's approval of the original Service Contract and Change Order No. 1 with Hardwire Communications for the installation of fiber optic communication wiring.

NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING**RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWARE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING SERVICES FOR GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION**

In preparation and planning of the upcoming projects for other CIPs that will require the infrastructure that the CIP GG 22-03 will implement, staff has prepared Contract Change Order No. 2 to increase the Contract amount from \$148,999 to \$223,999. The budget for the CIP GG 22-03 has sufficient funding for this expense. Staff is requesting City Council ratify the Contract Change Order No. 1 and the original Service Contract for Fiber Optic Communication Wiring and approve of the Contract Change Order No. 2. All services and materials are provided by this vendor are equal the CMAS pricing.

BACKGROUND:

Capital Improvement Project (CIP) 22-03 Citywide Fiber Optic Communication created on June 14, 2021 allowed for the purchase and installation of fiber optic communication wiring throughout the City. This extends the City's network and allows the surveillance camera systems located throughout the City to communicate with the required proprietary software along with the City's network systems. This work being complete for this CIP is vital, as the fiber optic communication wiring is required to complete the surveillance camera installations for CIPs GG 22-35 Camera Surveillance for Major City Parks, GG 19-07 Citywide Surveillance System, and GG 23-19 South Lathrop Surveillance System.

The CIP GG 22-35 Camera Surveillance for Major City Parks focuses on installing surveillance systems in parks throughout the City. The first phase was approved for three (3) parks and is almost complete. To finish installing the surveillance cameras, fiber optic communication wiring is required as this allows for the surveillance cameras to communicate with the City's network. The City Manager signed approval of the original Service Contract and Contract Change Order No. 1 to allow for fiber optic communication wiring to be installed and complete the first phase of this CIP. Five (5) additional parks are being recommended to the City Council by the Information Systems Department (ISD) to have surveillance cameras installed as phase 2 of this CIP. Additional fiber optic communication wiring installation will be required to the additional parks to allow for the surveillance cameras to function.

The CIP GG 19-07 Citywide Surveillance System focuses on installing surveillance systems at intersections throughout the City. The first phase of intersections are almost complete, however to finish this first phase of the project, fiber optic communication wiring is required for the surveillance cameras to communicate with the City's network systems. Timing of the installation of surveillance cameras is essential as CIP GG 19-07 is working with CIP PS 23-01 to install equipment on the same traffic signals as the surveillance cameras. Coordinating the installation of equipment for both CIP's will save the City on installation expenses. The Contract Change Order No. 1, signed by the City Manager, allows for continued installation of fiber optic communication wiring allowing the completion of phase 1 of the project. Additional intersections are being proposed to City Council by ISD and additional fiber optic communication wiring is necessary to install the surveillance systems at the

CITY MANAGER'S REPORT **PAGE 3**
NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER
NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE
COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION
WIRING SERVICES FOR GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION

additional intersections. To continue the project to install surveillance cameras at the various intersections throughout the City, continued fiber optic communication wiring installation is critical.

Installation for CIP GG 23-19 South Lathrop Surveillance System is beginning in December 2023. However, this project requires fiber optic wiring to move forward with installation of the surveillance camera system. This area of South Lathrop covers a looping roadway that creates the perfect environment for people to race around. There are multiple buildings currently being constructed and impacted by vandalism in this area and the need for cameras is increasing.

Hardwire Communications has performed all the installation of the City's fiber optic communication wiring and is effectively familiar with the City's sites. Pursuant to Lathrop Municipal Code (LMC), 2.36.110 (B) allows the City to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts. Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B. Therefore, this service contract is exempt from bidding because the pricing given by Hardwire Communications for materials and labor, required by this project, equals the price list included in their current CMAS agreement.

The City Manager originally signed approval of a Service Contract for the amount of \$74,000 in September 2022. This Service Contract was set to terminate August 2023 but was extended by the City Manager with a new termination date of June 30, 2024. In October 2023, the City Manager signed approval of Change Order No. 1 to the Service Contract increasing the total amount of the Service Contract to \$148,999. In preparation and planning of the upcoming projects for other CIP's that will require the infrastructure that the CIP GG 22-03 will implement, staff has prepared Contract Change Order No. 2 to increase the Contract amount from \$148,999 by \$75,000 for a total Contract amount of \$223,999.

Installation of fiber optic communication wiring throughout the City is not yet complete and more services are required. To avoid project delays for various CIPs, the City Manager signed Service Contract Change Order No.1 to increase the original Service Contract amount from \$74,000 to \$148,999. Staff is requesting City Council to ratify the original Service Contract for Fiber Optic Communication Wiring and the Contract Change Order No. 1. Staff is also requesting City Council approve Contract Change Order No. 2 to increase the Service Contract to a total of \$223,999.

CITY MANAGER'S REPORT **PAGE 4**
NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER
NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE
COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION
WIRING SERVICES FOR GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION

REASON FOR RECOMMENDATION:

Fiber optic communication wiring is essential to camera surveillance systems that are being installed throughout the City for various CIP's as this is how the systems communicate with the City's network. Installation of fiber optic communication wiring is not yet complete throughout the City and staff would like Hardwire Communication to continue services.

FISCAL IMPACT:

There are sufficient funds in CIP GG 22-03 to fund the original Service Contract, Contract Change Order No. 1 and Contract Change Order No. 2 for fiber optic communication wiring services.

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify the Service Contract and Change Order No. 1 and approve Contract Change Order No. 2 with Hardwire Communications for Additional Fiber Optic Communication Wiring Services for GG 22-03.
- B. Extension Letter and Service Contract with Hardwire Communications for Fiber Optic Communication Wiring Services for GG 22-03
- C. Contract Change Order No. 1 with Hardwire Communications for Fiber Optic Communication Wiring Services for GG 22-03
- D. Contract Change Order No. 2 with Hardwire Communications for Fiber Optic Communication Wiring Services for GG 22-03

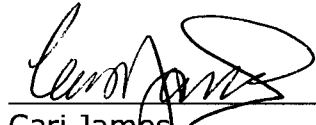
CITY MANAGER'S REPORT **PAGE 5**
NOVEMBER 13, 2023 CITY COUNCIL REGULAR MEETING
RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER
NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE
COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION
WIRING SERVICES FOR GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION

APPROVALS:



Tony Fernandes
Information Systems Director

11-28-2023
Date



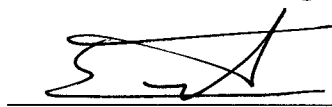
Cari James
Finance Director

11/29/2023
Date



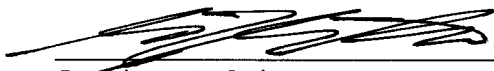
Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11.28.2023
Date



Stephen J. Salvatore
City Manager

12.4.23
Date

RESOLUTION NO. 23 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE ORIGINAL SERVICE CONTRACT AND CONTRACT CHANGE ORDER NO. 1 AND APPROVE CONTRACT CHANGE ORDER NO. 2 WITH HARDWIRE COMMUNICATIONS FOR ADDITIONAL FIBER OPTIC COMMUNICATION WIRING FOR CIP GG 22-03 CITYWIDE FIBER OPTIC COMMUNICATION

WHEREAS, the Capital Improvement Project (CIP) 22-03 Citywide Fiber Optic Communication created on June 14, 2021 allowed for the purchase and installation of fiber optic communication wiring throughout the City; and

WHEREAS, the fiber optic wiring is essential for other CIP's currently in progress as it is a required component of the infrastructure; and

WHEREAS, installation of fiber optic communication wiring throughout the City is not yet complete and more services are required; and

WHEREAS, Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B; and

WHEREAS, pricing given by Hardwire Communications for materials and labor, required by this project, equals the price list included in their current CMAS agreement; and

WHEREAS, pursuant to Lathrop Municipal Code (LMC), 2.36.110 (B) allows the City to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts; and

WHEREAS, the original Service Contract with Hardwire Communications was approved by the City Manager for \$74,000 in September 2022 and extended in August 2023; and

WHEREAS, to avoid project delays for CIPs GG 19-07, GG 22-35 and GG 23-19 the City Manager signed Change Order No. 1 to increase the amount of the Service Contract to \$148,999; and

WHEREAS, in preparation and planning of the upcoming projects for other CIP's that will require the infrastructure that the CIP GG 22-03 will implement, staff has prepared Contract Change Order No. 2 to increase the Contract amount to a total Contract amount of \$223,999.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the original Service Contract and Contract Change Order No. 1 and approve Contract Change Order No. 2 to increase the Service Contract amount to \$223,999.

The foregoing resolution was passed and adopted this 11th day of December 2023, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

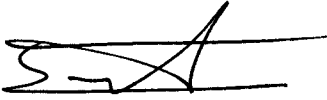
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Attachment B



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

August 10, 2023

Hardwire Communications
George Lowe, General Manager
5037 College Oak Drive #G
Sacramento, CA 95841

RE: Notice of Extension of the Service Contract Between the City of Lathrop and Hardwire Communications

Dear Mr. Lowe:

The Service Contract dated September 30, 2022, between the City of Lathrop and Howell Multimedia, LLC for On-Call Audio, Fiber & Network Cable Support Services has a termination date of August 31, 2023.

Additional time is needed for Hardwire Communications to provide the installation of fiber optic communication wiring services in accordance with the original scope of work. Therefore, the City of Lathrop desires to extend the term of the Service Contract with Hardwire Communications for an additional 10 Months, such that the new termination date would be **June 30, 2024** for the remaining **\$54,501.91** with no change to the original not-to-exceed amount of \$74,000.

If this is agreeable to you, please sign below and return this letter to indicate your concurrence. Should you have any questions or concerns, please contact Tony Fernandes, Information Systems Director at (209) 941-7340.

Thank you,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore". Below the signature, the word "FOR" is written in capital letters.

Stephen J. Salvatore
City Manager

CC: Teresa Vargas, City Clerk
Project Title

I hereby agree to extend the term of Service Contract dated September 30, 2022 to provide installation of fiber optic communication wiring services, by an additional 10 months such that the new termination date of the Professional Services Agreement is June 30, 2024, with all other terms of this Agreement to remain in effect. This Notice of Extension does not amend the scope of work or fees to the Agreement.

DocuSigned by: <i>George Lowe</i>	7/27/2023
<small>DBAB05A88A8A4...</small> George Lowe	Date
Hardwire Communications	

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND
HARDWIRE COMMUNICATIONS**

FIBER OPTIC COMMUNICATION WIRING SERVICES FOR GG22-03

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **September 30, 2022**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Hardwire Communications**. (hereinafter "Contractor"), whose Taxpayer Identification Number is **26-0816518**.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees to perform the installation of fiber optic communication wiring in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done on time and materials basis not to exceed **\$74,000** and not to exceed the rates as set forth in Exhibit "A".

TIME FOR PERFORMANCE

The effective date of this contract is September **30**, 2022, and shall terminate no later than August 31, 2023.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWARE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

SERVICE CONTRACT - CITY OF LATHROP AND HARDWARE COMMUNICATIONS FIBER OPTIC COMMUNICATION WIRING SERVICES

APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWARE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the 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 the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or 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 the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project,

SERVICE CONTRACT - CITY OF LATHROP AND HARDWARE COMMUNICATIONS FIBER OPTIC COMMUNICATION WIRING SERVICES

as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, 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.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR 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. CONTRACTOR shall, at CONTRACTOR'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 CONTRACTOR. Said Statutory Workers' Compensation Insurance

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWARE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR, at CONTRACTOR'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 (\$1,000,000), 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, 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 CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. 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.

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWARE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

- (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 CONTRACTOR 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. CONTRACTOR 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 CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR 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, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR 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 CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWIRE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

CONTRACTOR 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 CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants 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.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWIRE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

other agreement, statement, or promise not contained in this Contract shall be valid and binding.

INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

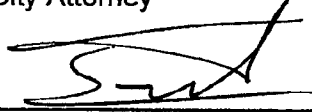
SIGNATURES

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.

**SERVICE CONTRACT - CITY OF LATHROP AND HARDWIRE COMMUNICATIONS
FIBER OPTIC COMMUNICATION WIRING SERVICES**

Approved as to Form:

City of Lathrop
City Attorney




9-29-2022

Salvador Navarrete

Date

Recommended for Approval

City of Lathrop
Director of Information Systems



9-29-2022

Tony Fernandes

Date

Approved By:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



9-30-22

Stephen J. Salvatore
City Manager

Date

Contractor:

Hardwire Communications
5037 College Oak Drive #G
Sacramento, CA 95841

Fed ID # 26-0816518

Lathrop Business License # 42313

DocuSigned by:



9/28/2022

Signature

Date

George Lowe

General Manager

Print Name / Title



EXHIBIT "A"

PROPOSAL

For

City of Lathrop 390 Towne Centre Dr

Lathrop, CA 95330

Time & Materials Agreement

Scope of Work

Cabling Work

Supply and install Fiber cable, connectors, couplers and fiber panels.

Supply and install Copper cabling (Cat 6, Cat 5e, Coax, speaker and feeders), jacks, faceplates, wire managers, and patch panels.

Supply and install network racks and cabinets.

Supply and install speakers, amps, phones, isolation barriers, and explosion proof speakers.

Warranty

Hardwire Communications warrants the installation and workmanship for a period of one (1) year from project acceptance.

Exclusions and Provisions

- Customer will provide free and clear access through buildings during project
- All work to be completed during normal hours (Mon-Fri 7am-5pm; excluding holidays)
- This proposal does not include providing any end user equipment or programming of any equipment.
- Billable time includes all time worked on site and drive time to/from our office.
- A 2-hour minimum will apply for all services performed.
- Labor is based on prevailing wage rates.
- Hardwire is a CMAS contractor CMAS # 3-17-70-3083B and Certified California Small Business (#49471).

I hereby agree to pay Hardwire Communications per this Time & Materials Agreement at the following rates for fiber and copper cabling services:

<u>Labor:</u>	2 Hour Minimum	
Regular Time (Cabling Work)	\$85.00 per hour	Mon-Fri (7am-5pm)
Over Time (Cabling Work)	\$125.00 per hour	Mon-Fri (after 5pm & Sat)
Double Time (Cabling Work)	\$150.00 per hour	Sunday/Holiday
<u>Drive Time</u>	\$40.00 per hour	Outside 35 miles from Hardwire home office
<u>Travel</u>	\$.505 per mile	Outside 35 miles from Hardwire home office
<u>Materials</u>		
<u>CMAS</u>	CMAS Price list	
<u>Non CMAS</u>	Cost +15%	

*This agreement is valid from September 1,2022 to September 1, 2023.

Prepared by: George Lowe Date: September 1, 2022
 Accepted by: _____ Date: _____

Hardwire Communications
 5057 College Oak Drive #G
 Sacramento CA 95834
 916-568-9866 Office
 CA Lic #901777

Attachment C

CHANGE ORDER NO. 1

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop

CONTRACT CHANGE ORDER NO. 1
Fiber Optic Communication Wiring Services for GG 22-03

Contractor: Hardwire Communications
Address: 5037 College Oak Drive #G
Sacramento, CA 95841
Change Order Date: October 13, 2023
Notice to Proceed Date: September 30, 2022
Contract Execution Date: September 30, 2022

Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B. The pricing given by Hardwire Communications for materials and the rates used for services required by this project, equals the price list included in their current CMAS agreement. Pursuant to Lathrop Municipal Code (LMC) 2.36.110 (B) the City is allowed to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts. Therefore, pursuant to LMC 2.36.110 (B) the procurement of fiber optic communication wiring and services from Hardwire Communications for CIP GG 22-03 are exempt from bidding requirements. This contract change order augments or changes the following:

1) ONE TIME ADDITION TO CONTRACT

Pursuant to the provisions of the original Contract Specifications and the attached Extension Letter as **Exhibit A**, you are hereby directed to make the herein described changes to the contract amount within the terms of the agreement between the **City of Lathrop** and **Hardwire Communications** dated **September 30, 2020**.

I. **CHANGES IN THE SPECIFICATIONS**

NONE.

II. **CHANGES TO CONTRACT**

NO.	DESCRIPTION	QTY	AMOUNT
1	Fiber Installation as it relates to CIP GG 22-03	1	74,999
SUBTOTAL			\$74,999

COST OF CHANGE ORDER NO. 1	\$74,999
TOTAL REVISED ONE-TIME ADDITIONS TO CONTRACT AMOUNT	\$74,999

ORIGINAL ANNUAL CONTRACT AMOUNT	\$74,000
REVISED ANNUAL CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1	\$148,999

(END OF CHANGES)

CHANGE ORDER NO. 1

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop

TIME OF COMPLETION

N/A

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1.

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

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


(END OF SECTION)

CHANGE ORDER NO. 1

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop


Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

10.10.2023
Date

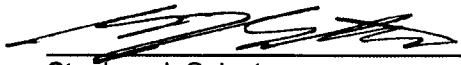
Recommended
By:

DocuSigned by:


2DE820024B6B406...
Tony Fernandes
Director Information Systems
City of Lathrop

10/10/2023
Date

Approved By:



Stephen J. Salvatore
City Manager
City of Lathrop

10.13.23
Date

Accepted By
Contractor:

DocuSigned by:


DBA8015A88A84A4...
Hardwire Communications

10/10/2023
Date

George Lowe General Manager

Print Name and Title

Attachment D

CHANGE ORDER NO. 2

Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03

City of Lathrop

CONTRACT CHANGE ORDER NO. 2 Fiber Optic Communication Wiring Services for GG 22-03

Contractor: Hardwire Communications

Address: 5037 College Oak Drive #G
Sacramento, CA 95841

Change Order Date: December____, 2023

Notice to Proceed Date: September 30, 2022

Contract Execution Date: September 30, 2022

Hardwire Communications currently holds an active California Multiple Award Schedule (CMAS) contract with the California Department of General Services - CMAS Contract No. 3-17-70-3083B. The pricing given by Hardwire Communications for materials and the rates used for services required by this project, equals the price list and labor rates included in their current CMAS agreement. Pursuant to Lathrop Municipal Code (LMC) 2.36.110 (B) the City is allowed to utilize a competitive bidding process that has already been held by other government agencies and take advantage of the best pricing under government contracts. Therefore, pursuant to LMC 2.36.110 (B) the procurement of fiber optic communication wiring and services from Hardwire Communications for CIP GG 22-03 are exempt from bidding requirements.

This contract change order augments or changes the following:

1) ONE TIME ADDITION TO CONTRACT

Pursuant to the provisions of the original Contract Specifications and the attached Extension Letter as **Exhibit A**, you are hereby directed to make the herein described changes to the contract amount within the terms of the agreement between the **City of Lathrop** and **Hardwire Communications** dated **September 30, 2022**.

I. **CHANGES IN THE SPECIFICATIONS**

NONE.

II. **CHANGES TO CONTRACT**

NO.	DESCRIPTION	QTY	AMOUNT
2	Fiber Installation as it relates to CIP GG 22-03	1	75,000
SUBTOTAL			\$75,000

COST OF CHANGE ORDER NO. 1	\$74,999
COST OF CHANGE ORDER NO. 2	\$75,000
TOTAL REVISED ONE-TIME ADDITIONS TO CONTRACT AMOUNT	\$149,999

ORIGINAL ANNUAL CONTRACT AMOUNT	\$74,000
REVISED ANNUAL CONTRACT AMOUNT AFTER CHANGE ORDER NO. 1 AND CHANGE OR	\$223,999

CHANGE ORDER NO. 2

**Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03**

City of Lathrop

(END OF CHANGES)

TIME OF COMPLETION

N/A

RELEASE AND WAIVER

Acceptance of this Contract Change Order constitutes a full and final resolution of all pending disputes between City and Contractor regarding scope of work and payment for work. Contractor accepts this Contract Change Order as full payment for all work performed to date and hereafter to be performed, up to and including Contract Change Order No. 1.

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

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

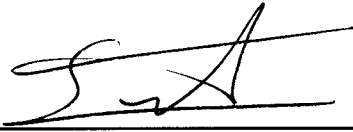
(END OF SECTION)

CHANGE ORDER NO. 2

Service Contract For Fiber Optic Communication
Wiring Services For CIP GG 22-03

City of Lathrop

Approved As
To Form:



Salvador Navarrete
City Attorney
City of Lathrop

12-5-2023

Date

Recommended
By:

Tony Fernandes
Director Information Systems
City of Lathrop

Date

Approved By:

Stephen J. Salvatore
City Manager
City of Lathrop

Date

Resolution No. _____

Accepted By
Contractor:

Hardwire Communications

Date

Print Name and Title

ITEM 4.18

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY CITY MANAGER'S EXECUTION OF AN EMERGENCY SERVICE CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND APPROVE BUDGET AMENDMENT**

RECOMMENDATION: **Adopt Resolution Ratifying City Manager's Execution of an Emergency Service Contract with Conco West, Inc. for CTF Chlorine Tank Replacement and Approving Budget Amendment**

SUMMARY:

The injection of chlorine into effluent is a critical step in the treatment of wastewater at the City's Consolidated Treatment Facility (CTF). One of two chlorine storage tanks at the CTF recently failed, leaving the City without a backup chlorine tank. As the chlorine tanks are an essential component in the wastewater treatment process, the immediate replacement of the failed tank is critical to support the operation of the CTF.

City staff requested from Conco West, Inc. (Conco) a proposal for the installation of two (2) city-owned chlorine tanks and associated tasks (Project). Conco provided a proposal for the Project at a cost of \$190,400. Because the immediate replacement of the chlorine tanks is imperative to prevent a shutdown of the CTF, the City Manager executed this emergency service contract with Conco on November 17, 2023.

Staff requests Council adopt a resolution ratifying the City Manager's execution of an emergency service contract with Conco for the Project in the amount of \$190,400 and authorize a 25% contingency of \$47,600, for a total Project cost not to exceed \$238,000.

BACKGROUND:

In early October, staff discovered that one of two chlorine storage tanks at the CTF had failed. Staff immediately ordered two new tanks and requested from Conco a proposal for the installation of two (2) new City-owned chlorine tanks, as the functioning tank is also nearing the end of its service life.

Conco provided a proposal to complete the Project for \$190,400, which also includes expanding and chemically treating the surface of the existing concrete slabs, installing seismic anchor points for the larger tanks, and providing various valves and fixtures needed. Additional services and components not included in Conco's proposal will require additional funding, including seismic anchoring hardware, structural calculations and calibration or programming of various components. These additional services will be funded through the requested 25% contingency of \$47,600.

CITY MANAGER’S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER’S EXECUTION OF AN EMERGENCY SERVICE
CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK
REPLACEMENT AND APPROVE BUDGET AMENDMENT

REASON FOR RECOMMENDATION:

The CTF is a critical component of the City’s infrastructure and cannot be inoperative for any length of time. The expedited replacement of both chlorine tanks, which are nearing the end of their service lives, will ensure the CTF’s continued operation to provide uninterrupted wastewater treatment services.

FISCAL IMPACT:

Staff requests City Council ratify the City Manager’s execution of an emergency service contract with Conco in the amount of \$190,400 and authorize a 25% contingency of \$47,600 for staff to spend as necessary to accomplish the goals of the Project, for a total Project cost not to exceed \$238,000.

Sufficient funds were not included in the adopted FY 23/24 budget to pay for the Project. Therefore, staff requests City Council approve a budget amendment transferring \$238,000 from the Wastewater Recycled Water Capital Replacement Fund 6110 to the CTF – MBR Sewer Fund 6080 as follows:

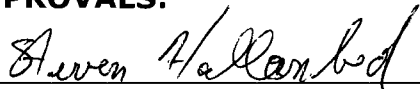
<u>Increase Transfer Out</u>	
6110-9900-990-90-10	\$238,000
 <u>Increase Transfer In</u>	
6080-9900-393-00-00	\$238,000
 <u>Increase Appropriation</u>	
6080-5034-450-20-00	\$238,000

ATTACHMENTS:

- A. Resolution Ratifying City Manager’s Execution of an Emergency Service Contract with Conco West, Incorporated for CTF Chlorine Tank Replacement and Approving Budget Amendment
- B. Executed Emergency Service Contract with Conco West, Incorporated for the CTF Chlorine Tank Replacement

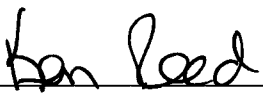
**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
RATIFY CITY MANAGER'S EXECUTION OF AN EMERGENCY SERVICE CONTRACT
WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND
APPROVE BUDGET AMENDMENT**

APPROVALS:



Steven Hollenbeak
Assistant Engineer

11.21.23
Date



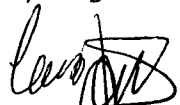
Ken Reed
Senior Construction Manager

11-21-23
Date



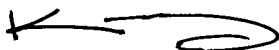
Brad Taylor
City Engineer

11/28/2023
Date




Cari James
Director of Finance

11/29/2023
Date



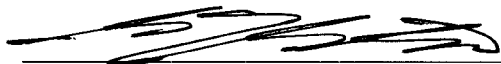
Michael King
Assistant City Manager

11.29.2023
Date



Salvador Navarrete
City Attorney

11.28.2023
Date



Stephen J. Salvatore
City Manager

12.5.23
Date

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP RATIFYING CITY MANAGER’S EXECUTION OF AN EMERGENCY SERVICE CONTRACT WITH CONCO WEST, INC. FOR CTF CHLORINE TANK REPLACEMENT AND APPROVING BUDGET AMENDMENT

WHEREAS, the injection of chlorine is a critical step in City’s treatment of wastewater at its Consolidated Treatment Facility (CTF); and

WHEREAS, one of two chlorine tanks at the CTF has recently failed and both tanks are at the ends of their service lives, leaving the City without a backup chlorine tank; and

WHEREAS, City staff immediately requested and received from Conco West, Incorporated (Conco) a proposal for the installation of two (2) new City-owned chlorine tanks to restore back-up chlorine injection capacity to the CTF (Project); and

WHEREAS, Conco provided a proposal for the work necessary to install both tanks and City-provided flow meters at a cost of \$190,400; and

WHEREAS, upon review and evaluation of the proposal, staff has determined the price for the contemplated emergency service is consistent with the work scope, materials and timeline for replacement; and

WHEREAS, the City Manager has executed an emergency service contract with Conco for \$190,400; and

WHEREAS, staff requests Council ratify the City Manager’s execution of the contract with Conco in the amount of \$190,400 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 25% contingency in the amount of \$47,600 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total Project cost not to exceed \$238,000; and

WHEREAS, sufficient funds were not included in the adopted FY 23/24 budget to pay for the Project; therefore, staff requests City Council approve a budget amendment transferring \$238,000 from the Wastewater Recycled Water Capital Replacement Fund 6110 to the CTF – MBR Sewer Fund 6080 as follows:

<u>Increase Transfer Out</u>	
6110-9900-990-90-10	\$238,000

<u>Increase Transfer In</u>	
6080-9900-393-00-00	\$238,000

Increase Appropriation

6080-5034-450-20-00

\$238,000

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby ratifies the City Manager's execution of an emergency service contract with Conco West, Inc. for the Project for a cost of \$190,400; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby authorize a 25% contingency in the amount of \$47,600 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 does hereby approve a budget amendment transferring \$238,000 from the Wastewater Recycled Water Capital Replacement Fund 6110 to the CTF – MBR Sewer Fund 6080 as detailed above.

The foregoing resolution was passed and adopted this 11th day of December, 2023 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

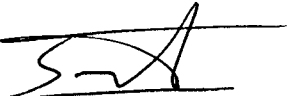
ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Office of the City Manager

390 Towne Centre Dr. - Lathrop, CA 95330
Phone (209) 941-7430 - Fax (209) 941-7449
www.ci.lathrop.ca.us

NOTICE TO PROCEED

November 17, 2023

Conco-West, Inc.
PO Box 1360
Manteca, CA 95336

To Whom It May Concern:

Enclosed please find your original executed Emergency Service Contract to Remove and Replace Chlorine Tanks and Flow Meter at CTF. This is your Notice to Proceed to the attached Service Contract.

Should you have any questions regarding this project, please contact Ken Reed, the staff member directly involved with this project, at (209) 941-7450.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen J. Salvatore". Below the signature, the word "FOR" is written in a smaller, handwritten font.

Stephen J. Salvatore
City Manager

Copy: Teresa Vargas, City Clerk
Project File

**EMERGENCY SERVICE CONTRACT BETWEEN
THE CITY OF LATHROP AND CONCO-WEST, INC.**

**TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW METER AT LATHROP
CONSOLIDATED TREATMENT FACILITY (CTF)**

THIS EMERGENCY SERVICE CONTRACT (hereinafter "Contract") is made on **November 17, 2023**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Conco-West, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is 94-2512592.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agreed to perform Remove and Replace Chlorine Tanks and Flow Meter at CTF in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A", and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

The work was performed as an emergency work as defined in Lathrop Municipal Code 2.32.020. Due to eminent risk to health and safety, the City did not have adequate time to follow the public bid process. Pursuant to LMC 2.36.080, purchasing procedures may be eliminated in emergency situations to efficiently and timely maintain essential public services and to preserve property. Contractor agreed to complete the work to the satisfaction of City and subject to inspection, of its representatives.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on a not to exceed basis of \$190,400 set forth in Exhibit "A", to Remove and Replace Chlorine Tanks and Flow Meter at CTF.

TIME FOR PERFORMANCE

The Contractor shall commence work within five (5) working days of the Notice to Proceed, and diligently prosecute the work to completion within 45 total working days of Notice to Proceed.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property.

The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

APPRENTICES

- (d) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (e) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (f) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid 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 work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (g) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (h) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

- (i) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the 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 the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request.

Any copy of records made available for inspection as copies and furnished upon request to the public or 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 the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (j) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

- (k) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, 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. CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR 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. CONTRACTOR shall, at CONTRACTOR'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 CONTRACTOR. 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, CONTRACTOR 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 CONTRACTOR, 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. CONTRACTOR, at CONTRACTOR'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 (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

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, 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 CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. 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 CONTRACTOR 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. CONTRACTOR 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 CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR 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, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR 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 CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR 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 CONTRACTOR'S breach.

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants 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.

**CITY OF LATHROP – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein.

Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

INTERPRETATION

- (l) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (m) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW

- (n) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (o) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

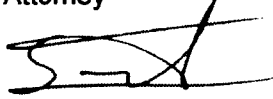
SIGNATURES

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 – CONCO-WEST, INC.
EMERGENCY SERVICE CONTRACT TO REMOVE AND REPLACE CHLORINE TANKS AND FLOW
METER AT CTF**

Approved as to Form:

City of Lathrop
City Attorney



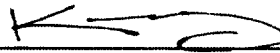
11-16-2023

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop
Assistant City Manager



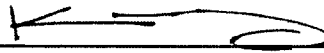
11-17-2023

Michael King

Date

Approved by:

City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330



FOR

11-17-2023

Stephen J. Salvatore
City Manager

Date

Contractor:

Conco-West, Inc.
PO Box 1360
Manteca, CA 95336
Fed ID # 94-2512593
Lathrop Business License # 40150

DocuSigned by:



11/16/2023

Signature

Date

Mike DeRousse

President

Print Name and Title



Cal State License #353199
DIR# 1000001168
PO Box 1360
Manteca, CA 95336
(209) 239-2110
Fax (209) 239-2384
www.concowestinc.com

Mr. Ken Reed
City of Lathrop
390 Towne Centre Dr.
Lathrop, CA 95330

November 3, 2023

Re: Remove & Replace City Furnished Tanks
& Flow Meter
Lathrop, CA
Estimate No. 23038

Dear Mr. Reed:

We are pleased to offer the following proposal to remove the existing Chlorine Tanks & install new City provided Chlorine Tanks. Remove existing 16" Flow Meter & install new City provided Flow Meter.

- The current housekeeping pads the existing tanks sit on are not large enough for the installation of the seismic clips. We propose to form & pour approx.. 8 ea 18"x18"x6" tall concrete piers per tank that the seismic clips will sit on. The anchor bolts for the clips will get drilled & epoxied 9" into the base slab of the containment structure. The 9" embedment was given by Snyder Tanks through their dealer Harrington Plastics. We will install the 2 ea seismic cable straps per tank as provided by Snyder. We will add a 4" steel tube spacer on the back of the seismic clip holding the tank in place instead of the clip being tight against the tank.
- Remove & replace all ball valves with new CPVC ball valves. The current 4" valves will be replaced with 3" ball valves due to the new tank only having 3" fittings.
- Install 2 ea 3" rubber expansion joint at 3" ball valves.
- Install 2 ea 2" rubber expansion joint at 2" ball valves on chlorine fill lines.
- 4 ea stainless unistrut pipe supports at 3" & 2" valves
- Remove & replace vent & overflow piping with new CPVC piping.
- Remove & reinstall pressure transducers & pressure switches.
- Remove & reinstall existing chlorine feed line. Add 2" ball valve on each side of the T to isolate each tank if needed.
- Install new CPVC line from chlorine tank to pump sight glass on the tank closest to the pumps.
- Install new chlorine feed lines reusing the existing camlock fittings.
- Reuse existing stainless unistrut pipe supports as needed.
- Remove existing duplex pump skid & mounting strut.
- Abrasive blast & apply 20-30 mils DFT of Dura Plate 8200 to the interior concrete surfaces of the existing concrete containment area, housekeeping pads & new 18"x18"x6" piers. Price includes removing loose coating & abrading tightly adhered existing coating, filling of cracks * spalls with Steel-Seam epoxy patching & surfacing compound before application.
- Remove existing 16" flow meter & install new 16" flow meter provided by City. We have included a new 16" RFCA & 316 nuts, bolts & gaskets for the flow meter installation.

SEE ATTACHED FOR PRICING

Exclusions & Clarification:

- Existing tanks & chemical skid to be left onsite for disposal by others.
- All tanks, seismic clips & cable straps provided by the City.



Cal State License #353199
DIR# 1000001168
PO Box 1360
Manteca, CA 95336
(209) 239-2110
Fax (209) 239-2384
www.concowestinc.com

Exclusions & Clarification Continued:

- Installation of seismic anchors, clips, straps has not been reviewed or approved by a Structural Engineer.
- We will remove, install & pipe one (1) tank at a time. Excludes any calibration or programming of pressure transmitters, pressure switches, etc. Bid based on normal working hours. M-F 7:00 am to 3:30 pm. Each tank to be empty prior to start of work. Chlorine to be removed from tanks by others
- Excludes new pipe spools for flow meter installation.
- Excludes calibration or programming of new flow meter.
- Excludes all permits, fees, survey, concrete and compaction testing.
- Excludes bond premium. (We are bondable @ 1.35 %)
- Quotation is valid for 30 days.

Regards,

Steve Murphy

Steve Murphy
Estimator/Project Manager

23038

LATHROP WASTE WATER TREATMENT PLANT

Steve

11/3/2023 12:56 PM

LATHROP WWTP

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
100	REMOVE & REPLACE CITY PROVIDED CHLORINE TANKS	1.000	LS	182,600.00	182,600.00
200	REMOVE & REPLCE 16" CITY PROVIDED FLOW METER	1.000	LS	7,800.00	7,800.00
	Bid Total				\$190,400.00

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ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING THE MILITARY EQUIPMENT LIST FOR MILITARY EQUIPMENT USE POLICY NO. 706, FOR THE USE OF MILITARY EQUIPMENT BY THE LATHROP POLICE DEPARTMENT, IN COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE SECTIONS 7070-7075, ASSEMBLY BILL 481**

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

- 1. Hold a Public Hearing;**
- 2. First Reading and Introduction of an Ordinance Amending Chapter 9.20 Titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Amending Section 9.20.050 titled "Active Policies" to Update Existing Military Equipment List for Military Equipment Use Policy No. 706, by Incorporating Funding, Acquisition, and Use of New Military Equipment for the Lathrop Police Department, in Compliance with California Government Code Sections 7070-7075, Assembly Bill (Chieu); and**
- 3. Adopt Resolution Accepting Annual Military Equipment Report**

SUMMARY:

California Assembly Bill 481 (AB 481), codified in California Government Code sections 7070-7075, requires local Police Departments to implement a new, update, or add to an existing military equipment use policy via ordinance.

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

Additionally, staff requests that the City Council adopt a Resolution accepting the Annual Military Equipment Report, summarizing the equipment use and funding from the initial approval, June 2022 to date.

CITY MANAGER'S REPORT **Page 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY
EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT

The following equipment is being added to existing Military Equipment Use Policy No. 706:

Equipment Name	Quantity Sought	Cost of Equipment
5.56mm Semiautomatic Rifles and ammo	11 (11.5")	\$2,010.08 each; \$22,110.88 total
Remington 870 Less Lethal Launcher - Drag Stabilized 12-Gauge Bean Bag Round	8	Previously owned; repurposed for new use.
Super-sock Bean Bag Ammunition	50 sets of 5 units; total 250	\$7.50 per 5 Units; \$375.00 total
5.56mm & 9mm Specialty Impact Munitions	3,000	\$3,000

Previously approved Military Equipment:

Equipment Name	Quantity Owned	Policy No.
5.56 mm Semiautomatic Rifles and ammo - CA Gov't Code §7070(c)(10)	35 owned (16")	Policy No. 706; approved with Ordinance 22-436 (June 2022);
40mm Launchers and rounds	16	Policy No. 706; approved with Ordinance 22-436
Unmanned Aircraft System (UAS)	4	Policy No. 606; approved with Ordinance 22-441 (December 2022)

BACKGROUND:

Assembly Bill 481 Background

On September 30, 2021, Governor Newsom signed into law seven (7) major peace officer reform bills, including AB 481, authored by Assembly Member David Chieu to address the funding, acquisition and use of items lawmakers deem to be considered military equipment. This bill requires law enforcement agencies to obtain approval of the applicable governing body, by adoption of a military equipment use policy, as specified, by ordinance at a regular meeting held pursuant to specified open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

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DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY
EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT

AB 481, codified in California Government Code Sections 7070-7075, required each law enforcement agency's governing body to adopt a written military equipment use policy by ordinance in a public forum by April 30, 2022, to continue using this previously acquired military equipment, effective May 1, 2022. During that time the City of Lathrop was under the jurisdiction of the San Joaquin County Sheriff's office, while working to transition into its own Police Department by July 1, 2022.

In preparation of the transition, on June 13, 2022, the City Council adopted Ordinance 22-436, amending Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code (LMC) by adding Chapter 9.20 titled "Military Equipment Use Policy" to establish a policy for the proper use, funding and acquisition of military style equipment as set forth by AB 481 in compliance with California Government Code Section 7071. Military Equipment Use Policy No. 706 referenced by Ordinance 22-436 authorized the new Lathrop Police Department to fund, acquire, and use thirty-five 5.56mm semiautomatic rifles and ammo, and eight 40mm launchers and rounds. Additionally, on December 12, 2022, the City Council adopted Ordinance 22-441, amending Chapter 9.20 titled "Military Equipment Use Policy", of Title 9 "Public Peace And Welfare" of the Lathrop Municipal Code by adding Section 9.20.050 titled "Active Policies" to incorporate new Lathrop Police Department Policy No. 606, regulating "Unmanned Aerial System (UAS) Operations", and formally codifying previously approved Military equipment Use Policy No. 706, in the Lathrop Municipal Code, in compliance with California Government Code Section 7071.

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

Additionally, staff requests that the City Council adopt a Resolution accepting the Annual Military Equipment Report, summarizing the equipment use and funding from the initial approval, June 2022 to date.

Definition of Military Equipment Use Policy

Per the statute, "military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

1. A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.

DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT**

2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.
3. The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training (POST), that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.
6. The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

Overview of Requirements of AB 481

(Codified in California Government Code sections 7070-7075)

Assembly Bill (AB) 481 requires each law enforcement agency's governing body to adopt a written military use policy by ordinance in addition to other requirements by the bill.

- Publish the draft military equipment use policy to the Police Department's website 30 days ahead of a public hearing to approve the policy.
- Obtain approval by the applicable governing body (Mayor and City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. (See definitions below)
- Publish an annual report by the law enforcement agency to include each type of military equipment approved by the governing body.
- Annual review of the military equipment use ordinance by the governing body, and option to either disapprove a renewal of a type of military equipment or amend the military equipment use policy if it determines that the military equipment does not comply with standards for approval.

**DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY
EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT**

- Hold at least one well publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the annual military equipment report.

Definition of Military Equipment (Government Code 7070)

AB 481 designates the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles
2. Mine-resistant ambush-protected vehicles (MRAP) or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.
8. Firearms of .50 caliber or greater, excluding standard issue shotguns.
9. Ammunition of .50 caliber or greater, excluding standard issue shotgun ammunition
10. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns/weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. Projectile launch platforms and their associated munitions including 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight

CITY MANAGER’S REPORT **Page 6**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY
EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT

As mentioned under “Requirements of AB 481”, the ordinance(s) and policies are subject to annual City Council review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met. The City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to this military equipment use procedure to address any non-compliance with standards.

Finally, the bill requires publication of this, and any approved, military equipment use procedure and the annual military equipment report on the Department’s website. The military equipment use procedure must be posted on the website at least 30 days prior to the Council meeting. On November 10, 2023, the City published the revised Military Equipment List for Military Equipment Use Policy No. 706 and the Annual Military Equipment Report on the dedicated Police Dept. AB 481 website under (<https://www.ci.lathrop.ca.us/police/page/assembly-bill-ab-481>).

The Public Hearing Notice was also published with the Manteca Bulletin on November 10, 2023.

FISCAL IMPACT:

The cost of the proposed military equipment to be owned/utilized by the Police Department, under Military Use Policy 706 is listed below (Attachment D), funded from the Police Department operating budget.

Equipment Name	Quantity Sought	Cost of Equipment
5.56mm Semiautomatic Rifles and ammo	11 (11.5")	\$2,010.08 each; \$22,110.88 total
Remington 870 Less Lethal Launcher / Drag Stabilized 12-Gauge Bean Bag Round	8	Previously owned; repurposed for new use.
Super-sock Bean Bag Ammunition	50 sets of 5 units; total 250	\$7.50 per 5 Units; \$375.00 total
5.56mm & 9mm Specialty Impact Munitions	3,000	\$3,000

REASON FOR RECOMMENDATION:

Staff requests City Council approval of the proposed ordinance to update existing Military Equipment List for Military Equipment Use Policy No. 706, in order for the Police Department to comply with the recently implemented State law, California Assembly Bill 481 (AB-481), codified in California Government Code sections 7070-7075, requiring local Police Departments to implement a new, or amended, military equipment use policy by means of an ordinance.

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY
EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT

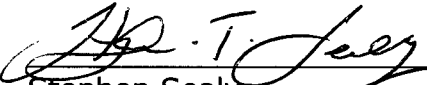
Page 7

ATTACHMENTS:

- A. Ordinance Amending Chapter 9.20 Titled "Military Equipment Use Policy", of Title 9 "Public Peace and Welfare" of the Lathrop Municipal Code by Amending Section 9.20.050 titled "Active Policies" to Update Existing Military Equipment List for Military Equipment Use Policy No. 706, by Incorporating Funding, Acquisition, and Use of New Military Equipment for the Lathrop Police Department, in Compliance with California Government Code Sections 7070-7075, Assembly Bill (Chieu)
- B. Resolution Accepting Annual Military Equipment Report
- C. Adopted Military Equipment Use Policy No. 706
- D. Amended Military Equipment List for Policy No. 706
- E. 2022-2023 Annual Military Equipment Report


CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING TO CONSIDER AN ORDINANCE FOR USE OF MILITARY
EQUIPMENT BY THE NEW LATHROP POLICE DEPARTMENT

APPROVALS




Stephen Sealy
Interim Chief of Police

12/7/2023
Date



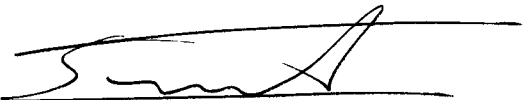
Cari James
Finance Director

12/7/2023
Date



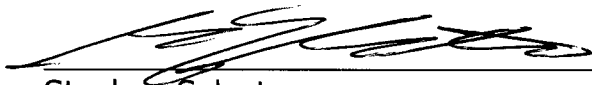
Thomas Hedegard
Deputy City Manager

12/7/2023
Date



Salvador Navarrete
City Attorney

12-7-2023
Date



Stephen Salvatore
City Manager

12.7.23
Date

ORDINANCE NO. 23-

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop does hereby ordain as follows:

Section 1.

That the amended Lathrop Police Department Military Equipment List for Military Equipment Use Policy No. 706, on file with the Lathrop Police Department, is hereby updated and adopted and will be incorporated by reference in Section 9.20.050.

Section 2.

Title 9 of the Lathrop Municipal Code, titled "Public Peace and Welfare" is hereby amended by adding new military equipment to Section 9.20.050 titled "Active Policies", to Chapter 9.20 titled "Military Equipment Use Policy", to incorporate new military equipment categories to Military Equipment Use Policy No. 706, to read in its entirety as follows.

CHAPTER 9.20 MILITARY EQUIPMENT USE POLICY

9.20.050 Active Policies

- A. The Lathrop police department has obtained approval of the City Council, by ordinance adopting the following military equipment use policies, incorporated here by reference:

- A. Military Equipment Use Policy No. 706, adopted by Ordinance 22-436, for the funding, acquisition and use of thirty-five 5.56mm semiautomatic rifles and ammo, and eight 40mm launchers and rounds.
- B. Military Equipment Use Policy No. 606, adopted by Ordinance 22-441, fund, acquire, and use of unmanned aerial system (known as drones). (Ord. 22-441 § 2)
- C. Military Equipment Use Policy No. 706, amended by Ordinance 23- , to add the funding, acquisition and use of eleven 5.56mm semiautomatic rifles and ammo, eight Remington 870 less lethal launchers - drag stabilized 12-gauge bean bag rounds, fifty sets of five units of super-sock bean bags ammunitions, and three thousand 5.56mm & 9mm specialty impact munitions.

Section 3.

This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the City or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 4. Severability.

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

Section 5. Effective Date.

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

Section 6. Publication.

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

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 11th day of December 2023, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ___ day of _____ 202___, 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

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP ACCEPTING THE ANNUAL MILITARY EQUIPMENT REPORT PURSUANT CALIFORNIA ASSEMBLY BILL 481 (CHIEU), CODIFIED IN GOVERNMENT CODE SECTIONS 7070-7075

WHEREAS, California Assembly Bill 481 (AB 481), codified in California Government Code sections 7070-7075, requires local Police Departments to implement a new, update, or add to an existing military equipment use policy via ordinance; and

WHEREAS, AB 481 requires each law enforcement agency to prepare and publish an annual report to include each type of military equipment approved by the governing body; and

WHEREAS, under AB 481, the ordinance(s) and policies are subject to annual City Council review to determine whether, based on an annual military equipment report, the standards set forth in the approving ordinance have been met; and

WHEREAS, the City Council may renew the authorizing ordinance, disapprove authorization for particular military equipment where standards have not been met, or require modifications to this military equipment use procedure to address any non-compliance with standards; and

WHEREAS, the City Council must hold at least one well publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the annual military equipment report; and

WHEREAS, staff requests that the City Council hold a Public Hearing to hear public testimony to consider accepting the Annual Military Equipment Report, summarizing the equipment use and funding from the initial approval, June 2022 to date.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lathrop hereby accept the Annual Military Equipment Report, summarizing the equipment use and funding from the initial approval, June 2022 to date.

The foregoing resolution was passed and adopted this 11th day of December 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

Military Equipment

706.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

California Government Code section 7071(b) requires that law enforcement agencies submit a proposed Military Equipment Use Policy to their governing body for approval. California Government Code §7070(c) provides a list of equipment types that are considered to be "military equipment" for purposes of this policy requirement, and this Military Equipment Use Policy includes information for any such equipment types that are possessed by the Lathrop Police Department, or reasonably likely to be deployed in Lathrop by its law enforcement partners.

706.1.1 DEFINITIONS

California Government Code section 7070(d) defines a Military Equipment Use Policy as a publicly released written document that includes, at a minimum, all of the following:

1. A description of each type of Military Equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the Military Equipment.
2. The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of Military Equipment.
3. The fiscal impact of each type of Military Equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.
4. The legal and procedural rules that govern each authorized use.
5. The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of Military Equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the Military Equipment use policy.
6. The mechanisms to ensure compliance with the Military Equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.
7. For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner

Governing body – The elected or appointed body that oversees the Department.

Military equipment – Includes but is not limited to the following:

1. Unmanned, remotely piloted, powered aerial or ground vehicles.

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Military Equipment

2. Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
8. Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
9. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
10. Any firearm or firearm accessory that is designed to launch explosive projectiles.
11. Noise-flash diversionary devices and explosive breaching tools.
12. Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
13. TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
14. Kinetic energy weapons and munitions.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight.
16. Notwithstanding paragraphs (1) through (15), "Military Equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

706.2 POLICY

It is the policy of the Lathrop Police Department that members of this department comply with the provisions of Government Code § 7071 with respect to military equipment.

706.3 COLLABORATION OR COORDINATION WITH OTHER AGENCIES

Law enforcement agencies responding to a call for mutual aid or who participate in collaboration with Lathrop Police Department within the City of Lathrop shall adhere to their own policies on the use of military equipment.

706.4 POLICY COMPLIANCE

Government Code section 7070 requires that this policy specify the mechanisms to be used by the Department to ensure compliance with this policy. Complaints regarding violations of this policy

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Military Equipment

are subject to investigation and discipline in accordance with Policy 1020, and other policies of the Department related to officer discipline. Complaints, questions, or other inquiries can be made as described below in the Public Involvement section. Further, The Chief will designate a Military Equipment Coordinator, whose responsibilities are described herein, which will include assisting with ensuring compliance with this policy.

706.5 PUBLIC INVOLVEMENT

Pursuant to California Government Code §7070(d)(7), members of the public may register complaints or concerns or submit questions about the use of each specific type of Military Equipment in this policy by any of the following means:

- (a) Via email to: rbechler@ci.lathrop.ca.us
- (b) Via phone call to: (209) 647-6401
- (c) Via mail sent to: Lathrop Police Department Attn: Military Equipment Coordinator, 390 Towne Centre Dr. Lathrop, CA 95330.

The Lathrop Police Department is committed to responding to complaints, concerns and/or questions received through any of the above methods in a timely manner.

706.6 MILITARY EQUIPMENT COORDINATOR

The Chief of Police shall designate a member of this department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
- (b) Identifying department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
- (c) Conducting an inventory of all military equipment at least annually.
- (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Lathrop Police Department (Government Code § 7071).
- (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 - Publicizing the details of the meeting.
 - Preparing for public questions regarding the department's funding, acquisition, and use of equipment.
- (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the department website (Government Code § 7072).
- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

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Military Equipment

706.7 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

706.8 MILITARY EQUIPMENT INVENTORY

Pursuant to Government Code section 7070(d), the below provides a description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment. This section will include the purposes and authorized uses, the fiscal impact, the legal and procedural rules that govern the use, and the training required, for each type of military equipment. This section of the Military Equipment Use Policy is divided into two sections.

Section One lists qualifying equipment that is owned and/or utilized by the Lathrop Police Department.

Section Two lists qualifying equipment not previously listed in this policy, that is not owned or regularly utilized by the Lathrop Police Department, but which is known to be owned and/ or utilized by the Manteca/Ripon Regional SWAT Team, for which the Lathrop Police Department is a participating agency. While the equipment in Section Two is not purchased, owned, or maintained by the Lathrop Police Department, it could be used in the City of Lathrop if Manteca/Ripon SWAT is deployed, and is therefore included in this Military Equipment Use Policy. It is important to note that Manteca/Ripon SWAT is generally only deployed in extreme circumstances such as active shooter incidents, hostage situations, and the execution of high risk search and arrest warrants. The equipment Manteca/Ripon SWAT possesses is rarely deployed but could prove essential to emergency operations when needed.

706.9 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.

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- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

706.10 COORDINATION WITH OTHER JURISDICTIONS

Military equipment should not be used by any other law enforcement agency or member in this jurisdiction unless the military equipment is approved for use in accordance with this policy.

706.11 ANNUAL REPORT

Pursuant to California Government Code §7070(d)(6), and in accordance with California Government Code §7072, the Lathrop Police Department will submit to the Lathrop City Council an Annual Military Equipment Report and will make that report publicly available on its internet website. The Annual Military Equipment Report required by this section will remain publicly available on the City's internet website for as long as the military equipment is available for use. In addition, within 30 days of submitting and publicly releasing an Annual Military Equipment Report pursuant to this section, the Police Department shall hold at least one well-publicized and conveniently located community engagement meeting. The Annual Military Equipment Report will include the following information for the immediately preceding calendar year for each type of military equipment:

- (a) A summary of how the military equipment was used and the purpose of its use.
- (b) A summary of any complaints or concerns received concerning the military equipment.
- (c) The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- (d) The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report.
- (e) The quantity possessed for each type of military equipment.
- (f) If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The Lathrop City Council will use the Annual Military Equipment Report as a mechanism to ensure the Lathrop Police Department's compliance with this Military Equipment Use Policy, and to help it

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determine whether to approve, revise, or revoke components of the Military Equipment Use Policy for the subsequent year.



LATHROP POLICE DEPARTMENT EQUIPMENT LIST

SECTION ONE: Qualifying Equipment Owned/Utilized by the Lathrop Police Department

1. Equipment Name: 5.56 mm Semiautomatic Rifles and ammo - CA Gov't Code §7070(c)(10)

Quantity Owned/Sought: 35 owned (16")

Lifespan: 15 years

Equipment Capabilities: The Colt M4 semiautomatic rifle is capable of firing 5.56 mm projectile bullet.

SPEER GOLD DOT .223 CALIBER 62 GRAIN RIFLE ROUND, cost: \$260 per case of 500, quantity: 1700 rounds. Remington ammunition made by Speer is reloadable, features nickel-plated brass cases and Boxer primers, and this is a non-corrosive round. The Gold Dot LE ammunition goes through a process of joining the jacket and core one molecule at a time, thanks to this, Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy. With exact tolerances and unparalleled bullet uniformity of jacket thickness.

Manufacturer Product Description: Colt MLOK 5.56 CR6920-EPR RIFLE REPL CR6933-EPR W/16" Barrel

- Action: Gas Operated Semi-Auto
- Caliber: 223 Remington/5.56 NATO
- Barrel Length: 16.1"
- Capacity: 30+1
- Trigger: Standard
- Safety: Reversible Safety Selector
- OAL: 35.5"
- Weight: 6.95 lbs
- Stock: Black 4-Position Collapsible
- Metal Finish: Black
- Muzzle: A2 Flash Hider
- Receiver Material: 7075-T6 Aluminum
- Sights: A2 Front, Magpul Rear
- Barrel Description: Chrome-Lined
- Twist: 1:7"
- Purpose: Duty \ Range

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



Throughout the world today, Colt's reliability, performance, and accuracy provide our Armed Forces the confidence required to accomplish any mission. Colt's CR6920 EPR series shares many features of its combat-proven brother, the Colt AR15.

(Description source: [LC Action Police Supply | Colt CR6920 Law Enforcement M4 Carbine AR15 \(Formerly LE6920\)](#) Purpose/Authorized Uses:

Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: (a) situations where the member reasonably anticipates an armed encounter, (b) when a member is faced with a situation that may require accurate and effective fire at long range, (c) situations where a member reasonably expects the need to meet or exceed a suspect's firepower, (d) when a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage, (e) when a member reasonably believes that a suspect may be wearing body armor, (f) when authorized or requested by a supervisor, and (g) when needed to euthanize an animal.

Fiscal Impacts: The initial cost of equipment was approximately \$43,124.81. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Lathrop Police Department Policies on Use of Force and Firearms.

Training Required: Officers must successfully complete a CA POST certified 16-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

2. Equipment Name: 40mm Launchers and rounds

Quantity Owned/Sought: 16

Lifespan: 20 years

Equipment Capabilities: 40mm Launchers are utilized by department personnel as a less lethal tool to launch less lethal impact rounds. The 40mm Less Lethal Launcher is capable of firing 40mm Kinetic Energy Munitions, which are essentially rubber projectiles.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



Manufacturer Product Description: Defense Technologies 40mm launcher, cost \$872.40 ea. Manufactured exclusively for Defense Technology®, the 40LMT is a tactical single shot launcher with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

- i. Direct Impact 40mm reloadable training Sponge Round – Model 6530 Defense Technology. Approx. 26 rounds. 6530LE-50 40mm Reloadable Training Round provides the same point of impact accuracy as the 40mm munitions it simulates and is the most cost effective way to conduct training. Reloading the munitions takes seconds and one hex key. Product for use on inanimate targets.
- ii. 40mm sponge, smokeless, spin stabilized/Combined Systems. Approx. 29 rounds. Sponge Baton is a spin-stabilized projectile delivering blunt trauma effect. Although it is extremely accurate and consistent, accuracy is dependent on the launcher, using open sights vs. an improved sight, environmental conditions, and the operator. Effectiveness depends on many variables, such as distance, clothing, stature, and the point where the projectile impacts. The 40mm Less Lethal Launchers and Kinetic Energy Munitions are intended for use as a less lethal use of force option. To limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use may include, but are not limited to: (a) self-destructive, dangerous, and/or combative individuals; (b) barricaded suspects; and (c) training exercises.

Fiscal Impacts: The initial cost of this equipment was approximately \$6,979.20. The ongoing costs for munitions will vary and maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Lathrop Police Department Policies on Use of Force and Crowd Control.

Training Required: Officers must complete a department certified 40mm course as well as regular training and qualifications as required by law and policy.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



3. Equipment Name: 5.56 mm Semiautomatic Rifles and ammo - CA Gov't Code §7070(c)(10)

Quantity Owned/Sought: 11 owned (11.5")

Lifespan: 15 years

Equipment Capabilities:

SPEER GOLD DOT .223 CALIBER 62 GRAIN RIFLE ROUND, cost: \$260 per case of 500, quantity: 1700 rounds. Remington ammunition made by Speer is reloadable, features nickel-plated brass cases and Boxer primers, and this is a non-corrosive round. The Gold Dot LE ammunition goes through a process of joining the jacket and core one molecule at a time, thanks to this, Speer eradicates the potential for the leading cause of bullet failure (jacket/core separation). This process will guarantee extraordinary weight retention through barriers as strong as auto-glass. In addition to its remarkable strength, Gold Dot rifle ammunition asserts remarkable accuracy. With exact tolerances and unparalleled bullet uniformity of jacket thickness.

Manufacturer Product Description: Short Barrel Daniel Defense Rifles w/ Suppressors

- Action: Gas Operated Semi-Auto
- Caliber: 223 Remington/5.56 NATO
- Barrel Length: 11.5"
- Capacity: 30+1
- Trigger: Standard
- Safety: Reversible Safety Selector
- Stock: 4-Position Collapsible
- Receiver Material: 7075-T6 Aluminum
- Sights: A2 Front, Magpul Rear
- Barrel Description: Chrome-Lined
- Purpose: Duty \ Range

Members may deploy the patrol rifle in any circumstance where the member can articulate a reasonable expectation that the rifle may be needed. Examples of some general guidelines for deploying the patrol rifle may include but are not limited to: (a) situations where the member reasonably anticipates an armed encounter, (b) when a member is faced with a situation that may require accurate and effective fire at long range, (c) situations where a member reasonably expects the need to meet or exceed a suspect's firepower, (d) when a member reasonably believes that there may be a need to fire on a barricaded person or a person with a hostage, (e) when a member reasonably believes that a suspect may be

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



wearing body armor, (f) when authorized or requested by a supervisor, and (g) when needed to euthanize an animal.

Fiscal Impacts: The initial cost of equipment was approximately \$2,010.08 ea. (\$22,110.88). The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Lathrop Police Department Policies on Use of Force and Firearms.

Training Required: Officers must successfully complete a CA POST certified 16-hour patrol rifle course as well as regular department firearms training and qualifications as required by law and policy.

4. Equipment Name: Remington 870 Less Lethal Launcher/ Drag Stabilized 12- Gauge Bean Bag Round

Quantity Owned/Sought: 8 owned

Lifespan: 15 years

Equipment Capabilities/Manufacturer Product Description: Less Lethal Shotgun is used to deploy the less lethal 12-gauge Drag Stabilized Beanbag

Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation. The 12-Gauge Drag Stabilized round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails. The 12-Gauge drag stabilized round utilizes smokeless powder as the propellant. Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the

Fiscal Impacts: The initial cost of equipment was approximately \$1,074.22 ea. (\$8,593.75). The ongoing costs for ammunition will vary; maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Lathrop Police Department Policies on Use of Force and Firearms.

Training Required: Officers must complete a department certified less lethal course as well as regular training and qualifications as required by law and policy.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



5. Equipment Name: A Super-Sock Bean Bag Ammunition – Model 2581

Quantity Sought: 250

Cost: \$7.50/per 5 units

Lifespan: 15 years

Equipment Capabilities/Manufacturer Product Description: The Model 2581 Super-Sock is in its deployed state immediately upon exiting the barrel. It does not require a minimum range to “unfold” or “stabilize.” The Super-Sock is an aerodynamic projectile and its accuracy is relative to the shotgun, barrel length, environmental conditions, and the operator. The Super-Sock is first in its class providing the point control accuracy and consistent energy to momentarily incapacitate.

Fiscal Impacts: The initial cost of equipment was approximately \$375.00. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police use of force. Various Lathrop Police Department Policies on Use of Force and Firearms.

Training Required: Officers must complete a department certified less lethal course as well as regular training and qualifications as required by law and policy.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



6. Equipment Name: 5.56 & 9mm Specialty Impact Munitions

Quantity Sought: 3,000

Lifespan: UTM 5.56 mm Man Marker Rounds (MMR) -18 month limited warranty. Shelf life six (6) years.

Force on Force 9mm Simunition Rounds – Shelf life five (5) years.

UTM M16/M4 Rifle Bolt Carrier Assembly (Blue Bolt) – 24 month limited warranty. No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

Simunition Conversion Barrels and Slide Assemblies – 24 month limited warranty. No lifespan indicated by manufacturer. Lifespan varies on operational usage and wear.

Equipment Capabilities/Manufacturer Product Description: A non-lethal training ammunition used by law enforcement agencies and militaries worldwide to deliver more realistic close-range firearms training. They consist of low energy, non-lethal cartridges, typically manufactured with a water-soluble color marking compound. These rounds allow for shooters to obtain a visual assessment of round placement in live person training environments. When utilized with a training munition bolt carrier group in a 5.56mm rifle platform, SIM's have an effective range of approximately 27 yards. When utilized in a pistol caliber barrel training platform (9mm), SIMs have an effective range of 25 feet.

Fiscal Impacts: The initial cost of equipment was approximately \$3,000.00. The ongoing costs for ammunition will vary and maintenance is conducted by departmental staff.

Legal/Procedural Rules Governing Use: All applicable State, Federal and Local laws governing police training. Various Lathrop Police Department Policies on Firearms.

Training Required: Officers use these munitions during training scenarios involving the use of SIM's. Additionally, Officers use SIM's during scenario based training on a regular basis.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



FUTURE CONSIDERATIONS:

1. Equipment Name: Command and Control Vehicles used to facilitate the operational control and direction of public safety units – CA Gov't Code §7071(c)(4)

Quantity Owned/Sought: One

Lifespan: Unknown.

Purpose/Capabilities/Description: Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles are built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communication abilities, computers, white boards, lightening, generators, and mission essential supplies.

Fiscal Impact: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal law.

Training Required: None. LDV USA Custom Build \$369,045 using grant from Office of Homeland Security in 2006; annual maintenance \$4,000

2. Equipment Name: Lenco Bearcat G3 – 4 Door Model with CBRNE capability

Quantity Owned/Sought: One

Lifespan: Dependent on operational usage.

Purpose/Capabilities/Description: Manufacturer Description: The BearCat G3 provides Lenco's proven armor system in a ruggedized off-road platform. The G3 utilizes the same body design, interior features and tactical options as the G2, but it comes standard with a heavier duty upgraded suspension and off-road tires, rims & run flats to provide enhanced off-road performance. The increased ground clearance and robust suspension allows for emergency response in rural regions and natural disaster scenarios where standard armored SWAT vehicles would experience challenges.

Fiscal Impact: None. LENCO BEARCAT \$281,000; *\$100,000 COPS grant*; annual maintenance \$3,500

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal law.

Training Required: None, Equipment owned, maintained, and operated by another agency.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



SECTION TWO: Specialized Equipment Inventory known to be owned and/or utilized by law enforcement agencies with which the Lathrop Police Department collaborates with and/or may require assistance from, in a mutual-aid situation for law enforcement services.

1. Equipment Name: Defense Technology 12-Gram Reload Distraction Device

Quantity Owned/Sought: None

Lifespan: Unknown

Purpose/Capabilities/Description: To produce atmospheric over-pressure and brilliant white light and, as a result, can cause short-term (6 - 8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage. A non-bursting, non-fragmenting distraction device that produces a thunderous bag with an intense bright light. Ideal for distracting dangerous suspect during assaults, hostage rescue, room entry, or other high-risk arrest situations. The distraction device produces 175 dB of sound output at 5 feet and 6-8 million candelas for 10 milliseconds.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: The equipment is utilized for official law enforcement purposes and pursuant to State and Federal law.

Training Required: None, Equipment owned, maintained, and operated by another agency.

2. Equipment Name: iCore Mini Robots

Quantity Owned/Sought: None

Lifespan: Unknown

Purpose/Capabilities/Description: The iCore Mini is an unmanned machine, which operates on the ground utilized to enhance the safety to the community and officers. The iCore Mini can be hand carried or transported inside a rucksack, and can be remotely operated from many hundreds of meters away, providing protection and safety to their operators. To be used to remotely gain visual/audio data, deliver HNT phone, open doors, disrupt packages, and clear buildings.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: The equipment is utilized for official law enforcement purposes and pursuant to State and Federal law.

Training Required: None. Equipment owned, maintained, and operated by another agency.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



3. Equipment Name: Non-handheld battering rams, slugs and breaching equipment apparatuses that are explosive in nature - CA Gov't Code §7071(c)(7)

Quantity Owned/Sought: None

Lifespan: Unknown

Purpose/Capabilities/Description: Explosive breaching tools are used to breach fortified structures to establish a point of entry. Explosive charges are fashioned to produce little to no fragmentation at the time of detonation. Explosive breaching effectively reduces the time spent overcoming a fortified door or structure. The reduction in time mitigating a hardened structure increasing officer safety and the element of surprise. Blast injuries are reduced by using low yield explosives that mechanically overcome doorframes and locking mechanisms. Explosive breaching mandates extensive schooling and certification processes.

Avon frangible shotgun ammunition, Detonating Cords, and Blasting Caps are used to breach doors and points of entry on fortified doors or structures. The equipment is used to safely gain entry into a structure.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: The equipment is utilized for official law enforcement purposes and pursuant to State and Federal law.

Training Required: None. Equipment owned, maintained, and operated by another agency.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



4. Equipment Name: Command and Control Vehicles used to facilitate the operational control and direction of public safety units – CA Gov't Code §7071(c)(4)

Quantity Owned/Sought: None

Lifespan: Unknown.

Purpose/Capabilities/Description: Command vehicles are built in various platforms to include ½ ton pickup chassis, vans, trailers, and RV style configurations. Vehicles are built to better assist in command and control during law enforcement operations, natural disasters, and public safety issues. Vehicles are designed with additional communication abilities, computers, white boards, lightening, generators, and mission essential supplies.

Fiscal Impact: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal law.

Training Required: None, Equipment owned, maintained, and operated by another agency.

5. Equipment Name: Unmanned Aircraft System (UAS)

Quantity Owned/Sought: None.

Lifespan: Unknown

Purpose/Capabilities/Description:

- Major collision investigation, search for missing persons, natural disasters
- Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images transmitted to first responders.
- Gain visual/audio data and remotely clear buildings and structure
- Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal law regarding the operation of UAS vehicles, and in a manner, that respects the privacy of our community.

Training Required: None. Equipment owned and, operated by another agency.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



6. Equipment Name: The Armored Group, Ballistic Armored Tactical Transport (BATT)

Quantity Owned/Sought: None.

Cost: None.

Lifespan: Approximately 25 years.

Purpose/Capabilities/Description:

To be used in response to critical incidents to enhance officer and community safety, improve scene containment and stabilization, and assist in resolving critical incidents. The BATT, is an armored vehicle that seats 10-12 personnel with an open floor plan that allows for rescue of down personnel. It can stop various projectiles, which provides greater safety to citizens and officers beyond the protection level of shield and personal body armor.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal.

Training Required: None. Equipment owned and, operated by another agency.

7. Equipment Name: Remington 870 Less Lethal Launcher/ Drag Stabilized 12- Gauge Bean Bag Round

Quantity Owned/Sought: None.

Cost: None.

Lifespan: Approximately 25 years.

Purpose/Capabilities/Description:

Less Lethal Shotgun is used to deploy the less lethal 12-gauge Drag Stabilized Beanbag Round up to a distance of 75 feet. The range of the weapon system helps to maintain space between officers and a suspect reducing the immediacy of the threat which is a principle of De-escalation.

The 12-Gauge Drag Stabilized round is comprised of a translucent 12-Gauge shell loaded with a 40 gram, tear shaped bag made from a cotton and ballistic material blend and filled with #9 shot. This design utilizes four (4) stabilizing tails. The 12-Gauge drag stabilized round utilizes smokeless powder as the propellant. Drag Stabilized rounds are discharged from a dedicated 12-gauge shotgun that is distinguishable by an orange butt stock and fore grip. This round provides accurate and effective performance when fired from the approved distance of not fewer than 20 feet. The maximum effective range of this munition is up to 75 feet from the target. This less lethal weapon is used to limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal.

Training Required: None. Equipment owned and, operated by another agency.

8. Equipment Name: Remington 700 .308 Caliber Rifle, PWS MK111 Mod 1-M Rifle, .223 Caliber Rifle, Hornady Tap Urban, .223 Caliber, 60 Grain Rifle Round, Hornady Match Tap Precision .308 Caliber, 155 Gr. ELD Rifle Round, Hornady Tap Urban .308 Caliber, 110 Gr. Rifle Round, Hornady Tap Heavy Barrier .308 165 Gr. Barrier Rifle Round.

Quantity Owned/Sought: None.

Cost: None.

Lifespan: Unknown.

Purpose/Capabilities/Description: To be used as precision weapons to address a threat with more precision and/or greater distances than a handgun, if present and feasible.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal.

Training Required: None. Equipment owned and, operated by another agency.

9 Equipment Name: Defense Technology, Riot Control Continuous Discharge Grenade, CS #1082

Quantity Owned/Sought: None.

Cost: None.

Lifespan: Unknown.

Purpose/Capabilities/Description:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal.

Training Required: None. Equipment owned and, operated by another agency.

10. Equipment Name: Defense Technology, Flameless Tri-Chamber CS Grenade, #1032

Quantity Owned/Sought: None.

Cost: None.

Lifespan: Unknown.

Purpose/Capabilities/Description:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Situations for use of the less lethal weapon systems may include, but are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal.

Training Required: None. Equipment owned and, operated by another agency.

LATHROP POLICE DEPARTMENT EQUIPMENT LIST



11. Equipment Name: PepperBall Full Tactical Carbine (FTC)

Quantity Owned/Sought: None.

Cost: None.

Lifespan: Unknown.

Purpose/Capabilities/Description:

To limit the escalation of conflict where employment of lethal force is prohibited or undesirable.

Situations for use of the less lethal weapon systems may include but, are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

Fiscal Impacts: None. Equipment owned, maintained, and operated by another agency.

Legal/Procedural Rules Governing Use: Use shall be in accordance with California State and Federal.

Training Required: None. Equipment owned and, operated by another agency.

MAINTENANCE OF MILITARY USE SUPPLY LEVELS:

When stocks of military equipment have reached significantly low levels or have been exhausted, the Department may order up to 10% of stock in a calendar year without City Council approval to maintain essential availability for the Department's needs.



CITY OF LATHROP POLICE DEPARTMENT

ANNUAL MILITARY EQUIPMENT REPORT FOR YEAR 2023



Lathrop Police Department
940 River Islands Parkway
Lathrop, CA 95330
(209) 647-6400 – AB 481 Compliance Webpage



CITY OF LATHROP POLICE DEPARTMENT

PREFACE

The Lathrop Police Department presents its first Annual Military Equipment Report for Calendar Year 2023. This reports covers activity from May 2022 to November 2023. The Lathrop Police Department is committed to maintaining public safety by providing the highest quality police services to the communities we serve. We have an obligation to our residents, businesses, and neighboring communities to serve, protect, and provide an enforcement posture that does not allow for crime and violence to thrive. We are thankful for the resources and equipment available to our Department, and for the support of our community. Nonetheless, having approval to fund, aquire, and use the necessary equipment and adequate resources available makes our department more capable to confront adverse situations that may lead to potential threats to our community. Having the essential equipment along with our relentless fortitude, the brave men and women of the Lathrop Police Department continue to stand ready to fulfill our duty to serve and protect.

Respectfully,

A handwritten signature in black ink, appearing to read "Stephen T. Sealy".

Stephen Sealy, Interim Chief of Police

HISTORICAL BACKGROUND

On September 30, 2021, Governor Newsom signed seven major peace officer reform bills into law, including Assembly Bill 481 (AB 481). AB 481 authored by Assembly Member David Chieu (D-San Francisco) addressed requirements for the funding, acquisition, and use of items considered to be "military equipment." Effective January 1, 2022, AB 481 required law enforcement agencies to obtain approval of their perspectives governing bodies (Lathrop City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The full text of AB 481 is available here: https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=202120220AB481

During the passage of this new law, the City of Lathrop was working on transitioning to its own Police Department, with a commission start date of July 1, 2022. To comply with new state requirements for all California law enforcement agencies, the new Lathrop Police Department diligently prepared a policy for the funding, acquisition, and use of designated "military equipment," along with a list of equipment to be used by the new Lathrop Police Department in accordance with AB 481. The Lathrop City Council adopted Ordinance Nos. 22-433, 22-436, and 22-441, related to this matter.



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REQUIREMENTS OF AB 481 - FUNDING, ACQUISITION, AND USE OF MILITARY EQUIPMENT

Assembly Bill (AB) 481 requires each law enforcement agency's governing body to adopt a written military use policy by ordinance in addition to other requirements by the bill. The following are required:

- Publish the draft military equipment use policy to the Police Department's website 30 days ahead of a public hearing to approve the policy.
- Obtain approval by the applicable governing body (Lathrop City Council), by adoption of a military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined. (See definitions below)
- Publish an annual report by the law enforcement agency to include each type of military equipment approved by the governing body.
- Annual review of the military equipment use ordinance by the governing body, and option to either disapprove a renewal of a type of military equipment or amend the military equipment use policy if it determines that the military equipment does not comply with standards for approval.
- Hold at least one well publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the annual military equipment report.

DEFINITION OF MILITARY EQUIPMENT (GOVERNMENT CODE 7070)

AB 481 designates the following 15 categories of items as military equipment:

1. Unmanned, remotely piloted, powered aerial or ground vehicles
2. Mine-resistant ambush-protected vehicles (MRAP) or armored personnel carriers.
3. High mobility multipurpose wheeled vehicles (HMMWV), commonly referred to as Humvees, two and one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
4. Tracked armored vehicles that provide ballistic protection to their occupants and utilize a tracked system instead of wheels for forward motion.
5. Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
6. Weaponized aircraft, vessels, or vehicles of any kind.
7. Battering rams, slugs, and breaching apparatuses that are explosive in nature.
8. Firearms of .50 caliber or greater, excluding standard issue shotguns.



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9. Ammunition of .50 caliber or greater, excluding standard issue shotgun ammunition
10. Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code §30515, with the exception of standard-issue handguns/weapons and ammunition of less than .50 caliber that are issued to officers, agents, or employees of a law enforcement agency or a state agency.
11. Any firearm or firearm accessory that is designed to launch explosive projectiles
12. "Flashbang" grenades and explosive breaching tools, "tear gas," and "pepper balls," excluding standard, service-issued handheld pepper spray
13. Taser Shockwave, microwave weapons, water cannons, and the Long Range Acoustic Device (LRAD).
14. Projectile launch platforms and their associated munitions including 40mm projectile launchers, "bean bag," rubber bullet, and specialty impact munition (SIM) weapons.
15. Any other equipment as determined by a governing body or a state agency to require additional oversight
16. Notwithstanding paragraphs (1) through (15), "military equipment" does not include general equipment not designated as prohibited or controlled by the federal Defense Logistics Agency.

MILITARY EQUIPMENT USE POLICY

"Military equipment use policy" means a publicly released, written document governing the use of military equipment by a law enforcement agency or a state agency that addresses, at a minimum, all of the following:

- (1) A description of each type of military equipment, the quantity sought, its capabilities, expected lifespan, and product descriptions from the manufacturer of the military equipment.
- (2) The purposes and authorized uses for which the law enforcement agency or the state agency proposes to use each type of military equipment.
- (3) The fiscal impact of each type of military equipment, including the initial costs of obtaining the equipment and estimated annual costs of maintaining the equipment.



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(4) The legal and procedural rules that govern each authorized use.

(5) The training, including any course required by the Commission on Peace Officer Standards and Training, that must be completed before any officer, agent, or employee of the law enforcement agency or the state agency is allowed to use each specific type of military equipment to ensure the full protection of the public's welfare, safety, civil rights, and civil liberties and full adherence to the military equipment use policy.

(6) The mechanisms to ensure compliance with the military equipment use policy, including which independent persons or entities have oversight authority, and, if applicable, what legally enforceable sanctions are put in place for violations of the policy.

(7) For a law enforcement agency, the procedures by which members of the public may register complaints or concerns or submit questions about the use of each specific type of military equipment, and how the law enforcement agency will ensure that each complaint, concern, or question receives a response in a timely manner.

CITY OF LATHROP POLICE DEPARTMENT APPROVED MILITARY EQUIPMENT USE POLICIES

- AB 481 Adopted Policy No. 606 (Drones)
- AB 481 Equipment List for Policy No. 606 (Drones)

- AB 481 Adopted Policy No. 706
- AB 481 Equipment List for Policy No. 706

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CITY OF LATHROP POLICE DEPARTMENT

LATHROP POLICE DEPARTMENT MILITARY EQUIPMENT OWNED - SUMMARY

Equipment Name: RIFLES & AMMUNITION - 5.56 mm Semiautomatic Rifles and ammo - CA Gov't Code §7070(c)(10)

Description: Colt M4 MLOK 5.56 CR6920-EPR RIFLE REPL CR6933-EPR W/16" Barrel:

- Action: Gas Operated Semi-Auto
- Caliber: 223 Remington/5.56 NATO
- Barrel Length: 16.1"
- Capacity: 30+1
- Trigger: Standard
- Safety: Reversible Safety Selector
- OAL: 35.5"
- Weight: 6.95 lbs
- Stock: Black 4-Position Collapsible
- Metal Finish: Black
- Muzzle: A2 Flash Hider
- Receiver Material: 7075-T6 Aluminum
- Sights: A2 Front, Magpul Rear
- Barrel Description: Chrome-Lined
- Twist: 1:7"
- Purpose: Duty \ Range

Summary of how equipment was used & purpose:

The purpose of equipment is to address a threat with more precision and/or greater distances than a handgun, if present and feasible, and this is the manner in which it was deployed, including training. co

Neither Lathrop City Police Department or Mutual Aid SWAT used this equipment in the City of Lathrop during the reporting period.

Where was equipment used:

During training only at approved training facility.

Possessed by:

Lathrop Police Department Sworn Officers; Mutual Aid SWAT

Summary of complaints:

None.

Results of internal audits or violations of Military Equipment Use Policy:

Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs:

Initial cost \$43,124.81



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Annual or Maintenance Costs: None at this time; maintenance will be conducted by police department staff.

Funding Source: General Fund

Quantity Owned: 35 owned (16")

Intent to Acquire Future Military Equipment of this Category in the Current or Next Fiscal Year: Yes, as Lathrop Police sworn staffing expands.

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706

Equipment Name: 40mm LAUNCHERS AND ROUNDS

Description: Manufactured exclusively for Defense Technology®, the 40LMT is a tactical single shot launcher with light rail. The ambidextrous Lateral Sling Mount (LSM) and QD mounting systems allow both a single and two-point sling attachment. The 40LMTS will fire standard 40mm less lethal ammunition, up to 4.8 inches in cartridge length. The Picatinny Rail Mounting System will accept a wide array of enhanced optics/sighting systems.

The purpose of the equipment is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable such as self-destructive, dangerous, and/or combative individuals; barricaded suspects; riot/crowd control and civil unrest incidents; and training exercises. This equipment was not used last year.

Summary of how equipment was used & purpose: Lathrop Police Department deployed this equipment one (1) time in the City of Lathrop during this reporting period.



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Where was equipment used: During training only at approved training facility.

Possessed by: Lathrop Police Department Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equipment Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: Initial quote cost \$6,979.20 (with taxes \$7,963.54); final cost \$11,908.22

Annual or Maintenance Costs: None at this time; maintenance will be conducted by police department staff.

Funding Source: General Fund

Quantity Owned: 8

Intent to Acquire Future Military Equipment of this Category in the Current or Next Fiscal Year: Yes, as Lathrop Police sworn staffing expands.

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706

Equipment Name: UNMANNED AIRCRAFT SYSTEM (UAS) (DRONES)

Description: Major collision investigation, search for missing persons, natural disasters. Vehicles are capable of being remotely navigated to provide scene information and intelligence in the form of video and still images



CITY OF LATHROP POLICE DEPARTMENT

transmitted to first responders. Gain visual/audio data and remotely clear buildings and structure. Unmanned robotics have numerous applications and are used instead of personnel in high-risk environments to increase safety for law enforcement.

Summary of how equipment was used & purpose:

Lathrop Police Department deployed this equipment four (4) times in the City of Lathrop during this reporting period.

Where was equipment used:

During training only at approved training facility.

Possessed by:

Lathrop Police Department Sworn Officers & Mutual Aid SWAT

Summary of complaints:

None

Results of internal audits or violations of Military Equipment Use Policy:

Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs:

Initial quote cost \$38,485.08; after taxes \$41,852.52 each

Annual or Maintenance Costs:

None at this time; maintenance will be conducted by police department staff.

Funding Source:

General Fund

Quantity Owned:

4

Intent to Acquire Future Military Equipment of this Category in the Current or Next Fiscal Year:

Yes, as Lathrop Police sworn staffing expands.

Approved by Ordinance

Lathrop Ordinance 22-441; Policy No. 606



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MILITARY EQUIPMENT USED UNDER MUTUAL AID AGREEMENT - SUMMARY

Equipment Name: DISTRACTION DEVICES - Defense Technology 12-Gram Reload Distraction Device

Description: Distraction devices are deployed to distract dangerous suspects to allow tactical teams to complete a dangerous mission or task. Distraction devices are only used during high-risk situations where their use would enhance officer safety; and during training exercises.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706



CITY OF LATHROP POLICE DEPARTMENT

Equipment Name: ROBOTS - ICore Mini Robots

Description: Robots are utilized to remotely gain visual/audio intelligence, deliver equipment, open doors, and clear buildings ahead of a search team, for official law enforcement purposes, including search and rescue; suspect apprehension; tactical operations; scene security; hazard monitoring, identification and mitigation; response to emergency calls; crisis communications; and legally authorized surveillance.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706



CITY OF LATHROP POLICE DEPARTMENT

Equipment Name: EXPLOSIVE BREACHING TOOLS - Non-handheld battering rams, slugs and breaching equipment apparatuses that are explosive in nature

Description: Purpose of the equipment is to safely create a positive breach and enter structures for official law enforcement purposes and in accordance with State and Federal Law; and during training exercises.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706



CITY OF LATHROP POLICE DEPARTMENT

Equipment Name: **COMMAND AND CONTROL VEHICLES used to facilitate the operational control and direction of public safety units**

Description: The equipment is utilized as a mobile command post during any incidents that required command and control beyond a static dispatch center and included official law enforcement purposes, pre-planned evens and training exercises

Summary of how equipment was used & purpose: Mutual Aid SWAT and City of Lathrop deployed this vehicle a total of two (2) times during this reporting period during two different tactical operations in the City of Lathrop. Vehicle was used during Lathrop Police participation at "Touch-a-Truck" community event.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance Lathrop Ordinance 22-436; Policy No. 706



CITY OF LATHROP POLICE DEPARTMENT

Equipment Name: ARMORED VEHICLES - The Armored Group, Ballistic Armored Tactical Transport (BATT)

Description: The purpose of the armored vehicle is to provide for the safe transport, security, and rescue of agency personnel and citizens in high-risk incidents, and the equipment was used in this manner, for law enforcement purposes.

Summary of how equipment was used & purpose: Mutual Aid SWAT and City of Lathrop deployed this vehicle a total of two (2) times during this reporting period during two different tactical operations in the City of Lathrop. Vehicle was used during Lathrop Police participation at "Touch-a-Truck" community event.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706



CITY OF LATHROP POLICE DEPARTMENT

Equipment Name: EXPLOSIVE BREACHING TOOLS - Remington 870 Less Lethal Launcher/ Drag Stabilized 12- Gauge Bean Bag Round

Description: The purpose of the equipment is to safely create a positive breach and enter structures for official law enforcement purposes and in accordance with State and Federal Law; and during training exercises.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance Lathrop Ordinance 22-436; Policy No. 706



CITY OF LATHROP POLICE DEPARTMENT

Equipment Name: RIFLES & AMMUNITION - Remington 700 .308 Caliber Rifle, PWS MK111 Mod 1-M Rifle, .223 Caliber Rifle, Hornady Tap Urban, .223 Caliber, 60 Grain Rifle Round, Hornady Match Tap Precision .308 Caliber, 155 Gr. ELD Rifle Round, Hornady Tap Urban .308 Caliber, 110 Gr. Rifle Round, Hornady Tap Heavy Barrier .308 165 Gr. Barrier Rifle Round.

Description: The purpose of equipment is to address a threat with more precision and/or greater distances than a handgun, if present and feasible, and this is the manner in which it was deployed, including training.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A



CITY OF LATHROP POLICE DEPARTMENT

Approved by Ordinance Lathrop Ordinance 22-436; Policy No. 706

Equipment Name: DISTRACTION DEVICES - Defense Technology, Riot Control Continuous Discharge Grenade, CS #1082

Description: The purpose of equipment is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

- i. Self-destructive, dangerous and/or combative individuals.
- ii. Riot/crowd control and civil unrest incidents.
- iii. Circumstances where a tactical advantage can be obtained.
- iv. Potentially vicious animals.
- v. Training exercises or approved demonstrations.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A



CITY OF LATHROP POLICE DEPARTMENT

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706

Equipment Name: DISTRACTION DEVICES - Defense Technology, Flameless Tri-Chamber CS Grenade, #1032

Description: The purpose of equipment is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

- vi. Self-destructive, dangerous and/or combative individuals.
- vii. Riot/crowd control and civil unrest incidents.
- viii. Circumstances where a tactical advantage can be obtained.
- ix. Potentially vicious animals.
- x. Training exercises or approved demonstrations.

Summary of how equipment was used & purpose: Mutual Aid SWAT did not deploy this equipment in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None

Results of internal audits or violations of Military Equip. Use Policy: Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.



CITY OF LATHROP POLICE DEPARTMENT

Acquisition Costs: N/A

Annual or Maintenance Costs: N/A; Maintained and operated by another agency

Funding Source: N/A

Quantity Owned: N/A

Intent to Acquire Future Military Equipment of this Category: N/A

Approved by Ordinance: Lathrop Ordinance 22-436; Policy No. 706

Equipment Name: AMMUNITION - PepperBall Full Tactical Carbine (FTC)

Description: The purpose of equipment is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but, are not limited to:

- xi. Self-destructive, dangerous and/or combative individuals.
- xii. Riot/crowd control and civil unrest incidents.
- xiii. Circumstances where a tactical advantage can be obtained.
- xiv. Potentially vicious animals.
- xv. Training exercises or approved demonstrations.

Summary of how equipment was used & purpose: Mutual Aid SWAT deployed this equipment one (1) time in the City of Lathrop during this reporting period.

Where was equipment used: N/A

Possessed by: Mutual Aid SWAT Sworn Officers

Summary of complaints: None



CITY OF LATHROP POLICE DEPARTMENT

Results of internal audits or violations of Military Equip. Use Policy:

Our policy is to assess and monitor after any deployment or use of equipment to ensure the equipment is being utilized in a manner, which is consistent with Department Policy. There were no violations found for this reporting period.

Acquisition Costs:

N/A

Annual or Maintenance Costs:

N/A; Maintained and operated by another agency

Funding Source:

N/A

Quantity Owned:

N/A

Intent to Acquire Future Military Equipment of this Category:

N/A

Approved by Ordinance

Lathrop Ordinance 22-436; Policy No. 706

END OF REPORT.

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ITEM 5.2

CITY MANAGER'S REPORT DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

RECOMMENDATION: City Council to Consider the Following:

1. Hold a Public Hearing; and
 2. Introduction and First Reading of an Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
-

SUMMARY:

Staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.24.030 titled "Designated No Parking Areas" to accommodate new development and roadway changes by recent projects and increase traffic safety near schools.

Staff is requesting that City Council hold a public hearing, consider any and all public testimony and information provided in this report and attachments, and if determined to be appropriate, adopt an Ordinance (Attachment A) amending LMC Section 10.24.030 to add and modify the street sections list as "No Parking Areas" as detailed in Exhibit A to Attachment A.

BACKGROUND:

Pursuant California Vehicle Code ("CVC") Section 22507, the City is required to establish no parking areas within City limits by Ordinance. Section 10.24.030 of the LMC allows the Lathrop Police Department to enforce the no parking areas.

Staff has identified necessary modifications and additions to LMC Section 10.24.030 to accommodate new development and roadway changes by recent projects and increase traffic safety near schools. Staff is requesting that City Council consider the approval of the proposed Ordinance amending LMC Section 10.24.030 to add and modify street sections as described in Exhibit A to Attachment A.

A Notice of Public Hearing was advertised in the Manteca Bulletin newspaper on November 29th and December 5th, 2023.

CITY MANAGER'S REPORT **PAGE 2**
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO
PARKING AREAS OF THE LATHROP MUNICIPAL CODE

REASON FOR RECOMMENDATION:

The proposed Ordinance would add and modify the no parking areas. This action is consistent with the intended and planned use of the roadways, shoulders, and street frontages. Staff recommends that Council approve the modifications and additions to the existing parking restrictions in the Lathrop Municipal Code as described in Exhibit A to Attachment A.

FISCAL IMPACT:

There is sufficient funding in Street Fund 2080 to cover the various costs associated with the additions and modifications to the no parking areas, including installation of signs and painting curbs red.

ATTACHMENTS:

- A. An Ordinance of the City Council of the City of Lathrop to Amend Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
 - o Exhibit A. – No Parking Areas – Chapter 10.24 Mark-up

CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO
PARKING AREAS OF THE LATHROP MUNICIPAL CODE

APPROVALS:



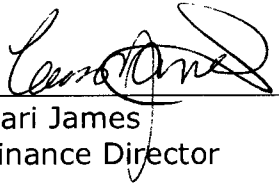
Angel Abarca
Assistant Engineer

11-27-2023
Date



Brad Taylor
City Engineer

11/28/2023
Date



Cari James
Finance Director

11/30/2023
Date



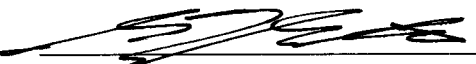
Michael King
Assistant City Manager

11-29-2023
Date



Salvador Navarrete
City Attorney

11.29.2023
Date



Stephen J. Salvatore
City Manager

12.5.23
Date

ORDINANCE NO. 23-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

WHEREAS, pursuant to California Vehicle Code (CVC) Section 22507, the City is required to establish No Parking Areas within the City limits by ordinance; and

WHEREAS, staff has identified necessary modifications and additions to Lathrop Municipal Code Section (LMC) 10.24.030 titled "Designated No Parking Areas" to accommodate new development and roadway changes from recent projects and increase the safety of schools; and

WHEREAS, staff requests that the City Council consider amending LMC Section 10.24.030, as shown in Exhibit A incorporated by reference herein.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Lathrop does hereby approve amending Section 10.24.030 entitled "Designated No Parking Areas" of the Lathrop Municipal Code as shown in Exhibit A, incorporated by reference herein.

Section 1. The Lathrop Municipal Code is hereby amended as shown in Exhibit A, attached hereto and incorporated by reference herein.

Section 2. This Ordinance is not intended to and shall not be construed or given effect in a manner that imposes upon the city or any officer or employee thereof a mandatory duty of care toward persons and property within or without the city so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. - Severability. If any section, subsequent subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or otherwise invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance irrespective of the unconstitutionality or invalidity of any section, subsection, subdivision, paragraph, sentence, clause or phrase.

Section 4. - Effective Date. This Ordinance shall take legal effect 30 days from and after the date of its passage.

Section 5. - Publication. Within fifteen days of the adoption of this Ordinance, the City Clerk shall cause a copy of this Ordinance to be published in full accordance with Section 36933 of the Government Code.

THIS ORDINANCE was regularly introduced at a regular meeting of the City Council of the City of Lathrop on the 11th day of December 2023, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the _____ day of _____ 20___, by the following vote, to wit:

AYES:

NOES:

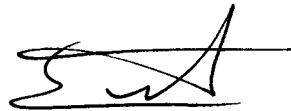
ABSENT:

ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:



Teresa Vargas, City Clerk

Salvador Navarrete, City Attorney

New text is shown by underline; deleted text is shown by ~~strikethrough~~

Chapter 10.24 PARKING

[...]

10.24.030 Designated No Parking Areas

Upon amendment by ordinance prohibiting parking on certain streets and/or highways within the corporate limits of the City, as depicted below, the Director of Public Works is directed to place appropriate signs and/or markings sufficient to give adequate notice of such no parking areas. Until appropriate signs and/or markings sufficient to give adequate notice of such no parking areas, as depicted below, is provided by the Director of Public Works, no enforcement of the provisions of this section shall occur.

Pursuant to the provisions of the California Vehicle Code, the following no parking zones (unless noted as time-limited parking) are created or affirmed if previously created in the corporate limits of the City of Lathrop:

Street	Side	Location
Academy Drive	North	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, an approximate distance of 2,000 feet.
Barbara Terry Boulevard	Both	Beginning at the centerline of Spartan Way, thence running easterly to the centerline of Sunol Street, an approximate distance of 5,860 feet.
Bewick Drive	Both	Beginning at the centerline of Warbler Place, thence running southerly to the centerline of Isidore Way, an approximate distance of 170 feet.
Bluebird Street	Both	Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Osprey Drive, an approximate distance of 180 feet.
Bosch Avenue	Both	Beginning at the centerline of Middlebury Drive, thence running northerly to the centerline of Mulholland Drive, an approximate distance of 1,850 feet.
Brookhurst Boulevard	Both	Beginning at the centerline of Manthey Road, thence running westerly to the centerline of McKee Boulevard, an approximate distance of 1,350 feet.
Business Park Court	Both	Entire length.
Cedar Ridge Court	Southwest	Beginning from the south end of the driveway to 14917 Cedar Ridge Court, thence running easterly an approximate distance of 30 feet.
Central Pacific Street	Both	Beginning at the centerline of Spartan Way, thence running southerly to the centerline of Albany Street, an approximate distance of 200 feet.
Christopher Way	Both	Beginning at the centerline of D'Arcy Parkway, thence running southwesterly an approximate distance of 3,000 feet.
Commercial Street	Both	Beginning at the centerline of Academy Drive, thence running northerly to the centerline of Marina Drive, an approximate distance of 1,300 feet.
Crescent Moon Drive	North	Beginning at the centerline of McKee Boulevard, thence running easterly, an approximate distance of 50 feet.
D'Arcy Parkway	North Both	Beginning at the centerline of Harlan Road, thence running easterly an approximate distance of 4,200 feet. Entire length.
D'Arcy Parkway	North	Beginning at an approximate distance of 4,200 feet east of the centerline of Harlan Road, thence running easterly an approximate distance of 800 feet to centerline of Christopher Way. Allow 30 minute parking.
D'Arcy Parkway	North	Beginning at an approximate distance of 5,000 feet east of Harlan Road, thence running easterly an approximate distance of 1,750 feet to centerline of Yosemite Avenue.
D'Arcy Parkway	South	Beginning at the centerline of Harlan Road, thence running easterly an approximate distance of 150 feet.
D'Arcy Parkway	South	Beginning at an approximate distance 150 feet east of the centerline of Harlan Road, thence running easterly an approximate distance of 200 feet. Allow 30-minute parking.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
D'Arcy Parkway	South	Beginning at an approximate distance 350 feet east of the centerline of Harlan Road, thence running easterly an approximate distance of 2,650 feet.
D'Arcy Parkway	South	Beginning at a distance of 3,000 feet east of the centerline of Harlan Road, thence running easterly an approximate distance of 1,200 feet. Allow 30 minute parking.
D'Arcy Parkway	South	Beginning at an approximate distance of 4,200 feet from the centerline of Harlan Road, thence running easterly an approximate distance of 2,600 feet to the centerline of Yosemite Avenue.
Dell'Osso Drive	Both	Entire length.
Dos Reis Road	Both	Entire length.
Fifth Street	East	Beginning at the centerline of Thomsen Road, thence running southerly an approximate distance of 165 feet.
Fifth Street	West	Beginning at the centerline of Mingo Way, thence running southerly to the centerline of Louise Avenue, an approximate distance of 500 feet.
Fifth Street	West	Beginning at the centerline of N Street, thence running southerly to the centerline of O Street, an approximate distance of 400 feet. Prohibit parking between the hours of 8:30 a.m. to 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers between the hours of 8:00 a.m. to 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	West	Beginning at the centerline of Brookhurst Boulevard, thence running north an approximate distance of 750 feet. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Spike Trail	East	Beginning at the centerline of Brookhurst Boulevard, thence running north an approximate distance of 100 250 feet. Prohibit parking from the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Allow parking between the hours of 5:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday.
Golden Valley Parkway	Both	Entire length within city limits.
Glacier Street	Both	Entire length.
Harlan Road	Both	Entire length within city limits. Beginning at the northerly city limits, thence running south to centerline of D'Arcy Parkway.
Harlan Road	West	Beginning at the centerline of D'Arcy Parkway, thence running south to cul-de-sac.
Harlan Road	East	Beginning at the centerline of D'Arcy Parkway, thence running south, an approximate distance of 200 feet. Allow 30 minute parking.
Harlan Road	East	Beginning at 200 feet from the centerline of D'Arcy Parkway, thence running south to cul-de-sac.
Howland Road	Both	Entire length.
Imperial Drive	West	Beginning at the centerline of Holborn Drive, thence running southerly to Marina Drive roundabout, an approximate distance of 65 feet.
Isidore Way	Both	Beginning at the centerline of Stanford Crossing, thence running westerly to the centerline of Loon Street, an approximate distance of 930 feet.
Jefferson Way	Both	Entire length.
Johnson Ferry Road	Both	Beginning at the centerline of Golden Spike Trail, thence running easterly to centerline of Colonial Trail, an approximate distance of 1,815 feet.
Lakeside Drive	Both	Entire length.
Lathrop Road	Both	Beginning at the centerline of Golden Valley Parkway, thence running easterly to the eastern city limits an approximate distance of 9,500 feet.
Locomotive Street	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to the centerline of Saybrook Street, an approximate distance of 200 feet.
Louise Avenue	Both	Entire length.
Madrugá Road	Both	Beginning at the centerline of Yosemite Avenue, thence running westerly to the centerline of Glacier Street, an approximate distance of 770 feet.
Manthey Road	Both	Beginning at south city limits, thence running northerly to city limits an approximate distance of 28,400 feet.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Marina Drive	Both	Beginning at the centerline of Somerston Parkway, thence running easterly to the centerline of River Bend Drive, an approximate distance of 2,400 feet.
Marina Drive	South	Beginning at the centerline of Leto Way, thence running westerly to the centerline of Silver Springs Way, an approximate distance of 1,050 feet.
McKee Boulevard	Both	Beginning at the centerline of Crescent Moon Drive, thence running northerly and southerly an approximate distance of 85 feet.
McKinley Avenue	Both	Beginning at the centerline of Lathrop Road, thence running southerly to the rail road crossing, an approximate distance of 1300 feet.
McKinley Avenue	Both	Beginning at the centerline of Louise Avenue, thence running southerly to the centerline of Yosemite Avenue, an approximate distance of 5,300 feet.
McKinley Avenue	West	Beginning at the centerline of Yosemite Avenue, thence running southerly to city limits, an approximate distance of 2,400 feet.
Mossdale Road	Both	Entire length within city limits.
Murphy Parkway	Both	Beginning at the centerline of D'Arcy Parkway, thence running northerly to the end.
Murphy Parkway	Both	Beginning at the centerline of Tesla Drive, thence running northerly to the centerline of D'Arcy Parkway, an approximate distance of 1,500 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Tesla Drive	Both	Beginning at the centerline of Harlan Road, thence running easterly to the centerline of Christopher Way, an approximate distance of 3,600 feet.
O Street	North	Beginning at an approximate distance of 125 feet east of the centerline of Halmar Lane, thence running easterly an approximate distance of 680 feet to Fifth Street. Prohibit parking from the hours of 8:30 a.m. and 2:30 p.m., Monday through Friday. Allow temporary loading/unloading of vehicle passengers from the hours of 8:00 a.m. and 8:30 a.m. and 2:30 p.m. to 3:00 p.m., Monday through Friday. Allow parking between the hours of 3:00 p.m. to 8:00 a.m., Monday through Friday and anytime on Saturday and Sunday. Prohibit parking anytime 50 feet east and west of the centerline of Matador Way.
Oberlin Avenue	Both	Beginning at the centerline of Marina Drive, thence running northerly to the centerline of Garden Farms Avenue, an approximate distance of 1,400 feet.
Old Harlan Road	Both	Entire length, north and south of Lathrop Rd.
Old Harlan Road	Both	Entire length south of Louise Avenue.
Old Harlan Road	East	Beginning at the centerline of Louise Avenue, thence running north an approximate distance of 310 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Old Harlan Road	West	Beginning at an approximate distance of 100 feet south from the centerline of South Harlan Road, thence running south an approximate distance of 100 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m. Prohibit parking of vehicles over 5 tons.
Paradise Road	Both	Entire length within city limits.
Pleasant Road	Both	Beginning at the centerline of Isidore Way, thence running southerly to the centerline of Folktale Way, an approximate distance of 180 feet.
Quartz Way	East	Beginning at the southerly boundary of 13580 Quartz Way (lot 15), thence running southerly to the northern boundary of 13590 Quartz Way (lot 14), an approximate distance of 20 feet for Emergency Vehicle Access.
River Islands Parkway	Both	Entire length within city limits.
Roth Road	Both	Entire length within city limits.
Sadler Oak Drive	Both	Entire length.
Sandhill Crane Road	Both	Entire length.
Seventh Street	Both	Beginning at the centerline of Fifth Street, thence running easterly along Seventh Street for an approximate distance of 600 feet.
Sierra Mar Road	Both	Beginning at the centerline of Barbara Terry Boulevard, thence running westerly to the centerline of Testarossa Street, an approximate distance of 175 feet.
Somerston Parkway	Both	Entire length.

No Parking Areas – Chapter 10.24 Mark-Up

Street	Side	Location
Somerville Street	Both	Entire length
Spartan Way	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly to an approximate distance of 850 feet north of the centerline of Hidden Cove Place.
Stanford Crossing Drive	Both	Entire length.
Stewart Road	Both	Beginning at a point 550 feet north of the centerline of the Union Pacific Railroad tracks (formerly southern Pacific Railroad tracks), thence running southerly along Stewart Road an approximate distance of 1,450 feet to the centerline of Manthey Road.
Stonebridge Lane	Both	Beginning at a point that is on the east right-of-way line of Harlan Road, thence running easterly to the centerline of Slate Street, an approximate distance of 2,400 feet.
Thomsen Road	Both	Beginning at the east right-of-way of Harlan Road, thence running easterly for an approximate distance of 200 feet.
Thomsen Road	South	Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 400 feet to the centerline of Lisa Lane. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.
Thomsen Road	North	Beginning at a point approximately 200 feet east of the right-of-way of Harlan Road, thence running easterly an approximate distance of 200 feet. Allow parking during the hours from 6:00 a.m. to 10:00 p.m. Prohibit parking from 10:00 p.m. to 6:00 a.m.
Top of San Joaquin River levee in RD-17 and all levee access points	Both	Beginning at the northern city limit line, following the levee until the centerline of Manthey Road.
Towne Centre Drive	Both	Beginning at the centerline of Manthey Road, thence westerly to the centerline of Golden Valley Parkway. Allow parking for up to two hours between 6:00 a.m. to 10:00 p.m. Prohibit parking between the hours of 10:00 p.m. and 6:00 a.m.
Towne Centre Drive	Both	Beginning at the centerline of Golden Valley Parkway, thence running westerly an approximate distance of 400 feet.
Woodfield Drive	Both	Beginning at the centerline of Lathrop Road, thence running northerly to the centerline of Long Barn Drive, an approximate distance of 450 feet.
Yosemite Avenue	North	Beginning at the centerline of McKinley Avenue, thence running easterly to city limits.
Yosemite Avenue	South	Beginning at the centerline of McKinley Avenue, thence running westerly an approximate distance of 3,000 feet.
Yosemite Avenue	Both	Beginning 800 feet east of the right-of-way of State Route 120, thence running westerly to the centerline of Jefferson Way, an approximate distance of 6,800 feet.

The public works director is hereby directed to erect appropriate signage and/or markings to indicate the existence of these no parking zones. In erecting signage on roads with unimproved shoulders, the signs shall be placed at the edge of the right-of-way. Until and unless appropriate signage and/or markings are erected, no enforcement of these no parking zones shall occur. Payment for such signage shall come from account 208-5010. (Ord. 18-389 § 1; Ord. 17-382 § 1; Ord. 14-336 § 1; Ord. 13-325 § 1; Ord. 12-317 § 1; Ord. 11-309 § 1; Ord. 11-306 § 1; Ord. 11-304 § 1; Ord. 10-302 § 1; Ord. 10-301 § 1; Ord. 09-296 § 1; Ord. 09-288 § 1; Ord. 08-282 § 1; Ord. 99-166; Ord. 93-104)

[...]

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ITEM 6.1

**CITY MANAGER'S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: APPOINTMENT OF VICE MAYOR

RECOMMENDATION: Mayor to Appoint Vice Mayor for 2024

BACKGROUND:

Chapter I "*General Powers and Duties*", Section F "*Vice Mayor Selection*", of the City Council Handbook of Rules and Procedures provides:

"The Vice Mayor shall be appointed by the Mayor for a one-year term at the first meeting in December. If, in any year in which an election for Mayor of Council takes place, and the first meeting in December occurs prior to the certification of election results, then action under this section shall be delayed to the next meeting of the City Council, either regular or special."

Also as prescribed in the California Government Code § 36801:

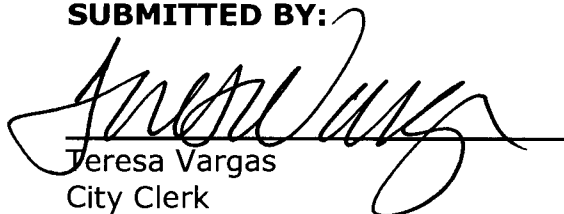
"The city council shall meet at the meeting at which the declaration of the election results for a general municipal election is made pursuant to Sections 10262 and 10263 of the Elections Code and, following the declaration of the election results and the installation of elected officials, choose one of its number as mayor, and one of its number as mayor pro tempore."

Furthermore, Chapter I "*General Powers and Duties*", Section E "*Vice Mayor*", of the City Council Handbook of Rules and Procedures provides:

"In the absence of the Mayor, the Vice Mayor shall possess and perform the power and duties of the Mayor. In that capacity, the Vice Mayor shall sign ordinances and resolutions adopted in his or her presence."

At this time, staff is requesting the appointment to be made by the Mayor.

SUBMITTED BY:


Teresa Vargas
City Clerk

12/6/23
Date

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ITEM 6.2

**CITY MANAGER’S REPORT
DECEMBER 11, 2023 CITY COUNCIL REGULAR MEETING**

ITEM: MAYOR AND COUNCILMEMBER ASSIGNMENTS TO SERVE ON OUTSIDE AGENCY BOARDS, COMMISSION AND COMMITTEES FOR 2024

RECOMMENDATION: Mayor to Assign City Council Appointments for 2024, for Members of the City Council to Represent the City of Lathrop on Outside Agency Boards, Commissions and Committees

BACKGROUND:


Councilmembers serve on various outside agency boards, commissions and committees in order to represent the interests of the City of Lathrop. Chapter V, Section B(2) of the City Council Handbook of Rules and Procedures provides: “The Mayor shall, instead of nominating, announce the appointment of the designated Councilmember as a member of a County, regional, multi-public agency, or other outside agency, at the time the matter is considered at the City Council meeting. If no motion is made by a Councilmember, immediately following the Mayor’s announcement, to submit the Mayor’s intended appointment to formal vote of the City Council, the Mayor’s announced appointment is deemed approved.”

The Mayor traditionally reviews these appointments each year in December, following Council reorganization, to examine whether current assignments should remain the same or if they should be changed for the upcoming year. Some assignments are made by jurisdictions that the City of Lathrop does not control. Attached to this report is a list of current appointments, some appointments require filing a Form 700 Statement of Economic Interest at the time of assuming or leaving office and annually. The Form 700 filings must be coordinated with and provided directly to the corresponding agency.

ATTACHMENTS:

- A. Current Mayor and Councilmember Appointments (*Assigned for 2023*)

SUBMITTED BY:



Teresa Vargas
City Clerk

12/6/23

Date

ATTACHMENT " A "



CITY OF LATHROP MAYOR AND COUNCILMEMBER ASSIGNMENTS FOR 2023

REGIONAL COMMITTEE APPOINTMENTS			
Committee	When and Where	Delegate	Alternate
Central Valley Executive Committee (League of California Cities)	<p>When: As needed Time: As scheduled Where: Various locations League Address: 1400 K St., Suite 400 Sacramento, CA 95814 Contact: Stephen Qualls - (209) 614-0118 squalls@cacities.org (916) 658-8200 Main Website: www.cacities.org</p>	Councilmember Akinjo	Councilmember Diallo
Council of Governments (COG) Board of Directors Form 700 <i>Stipend: \$100 monthly</i>	<p>When: 4th Thursday of each month Time: 4:00 p.m. Where: 555 East Weber Stockton, CA 95202 Contact: Rosie Gutierrez, Office Administrator San Joaquin Council of Governments (209) 235-0600 Website: www.sjcog.org</p>	Councilmember Lazard	Councilmember Diallo
Integrated Waste Management Task Force (Solid Waste Division)	<p>When: As needed Time: As scheduled Where: Various locations 1810 East Hazelton Avenue Stockton, CA 95202 Contact: Rachel DeBord, Clerk of the Board, c/o Solid Waste Division (209) 468-3066 Website: http://www.sjgov.org/solidwaste/</p>	Vice Mayor Akinjo	Councilmember Torres-O'Callaghan



**CITY OF LATHROP
MAYOR AND COUNCILMEMBER ASSIGNMENTS FOR 2023**

REGIONAL COMMITTEE APPOINTMENTS			
Committee	When and Where	Delegate	Alternate
Reclamation District 17 Joint Powers Authority	<p><i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> Various locations 235 E Weber Avenue Stockton, CA 95202 Mailing address: P.O. Box 1461 Stockton, CA 95201-1461 <i>Contact:</i> Dante John Nomellini, Special Counsel ngmpics@pacbell.net <i>Website:</i> https://reclamationdistrict.wixsite.com/rd17</p>	Stephen Salvatore	N/A
San Joaquin County Commission on Aging <i>Form 700</i> <i>No stipends issued</i>	<p><i>When:</i> 1st Monday of each month <i>Time:</i> 1:30 p.m. <i>Where:</i> 102 S. San Joaquin St., Conf. Rm. C Stockton, CA 95202 <i>Contact:</i> Carmen Matty - Cervantes (209) 468-1422 cmatty-cervantes@sjgov.org <i>Website:</i> http://www.sjgov.org</p>	VACANCY (Accepting Applications)	N/A
San Joaquin Partnership Board of Directors	<p><i>When:</i> 4th Thursday of each month <i>Time:</i> 8:00 a.m. <i>Where:</i> 2800 W. March Lane, Suite 470 Stockton, CA 95219 Mailing Address: 2431 W. March Lane, Suite 103 Stockton, CA 95207 <i>Contact:</i> Chris Bamesberger-Youngsma Office Manager cby@sanjoaquinusa.org (209) 956-3380 <i>Website:</i> www.sanjoaquinpartnership.com</p>	Stephen Salvatore	N/A



**CITY OF LATHROP
MAYOR AND COUNCILMEMBER ASSIGNMENTS FOR 2023**

REGIONAL COMMITTEE APPOINTMENTS			
Committee	When and Where	Delegate	Alternate
San Joaquin Valley Air Pollution Control District Special City Selection Committee	<p><i>When:</i> As needed <i>Time:</i> As scheduled <i>Where:</i> 4800 Enterprise Way Modesto, CA 95356-8718 <i>Contact:</i> Michelle Franco Deputy Clerk of the Boards 1990 E. Gettysburg Avenue Fresno, CA 93726 Michelle.Franco@valleyair.org (559) 230-6038 <i>Website:</i> www.valleyair.org</p>	Vice Mayor Akinjo	Mayor Dhaliwal
San Joaquin County Water Advisory Commission Form 700 <i>No stipends issued</i>	<p><i>When:</i> 3rd Wednesday of each month 1:00 pm <i>Time:</i> 11:30 a.m. to 1:00 p.m. with a Brown Bag from 1:00 p.m. to 3:00 p.m. <i>Where:</i> San Joaquin County Robert J. Cabral Agricultural Center 2101 E. Earhart Avenue, Stockton, CA 95206, Assembly Room 1 <i>Contact:</i> Rachel DeBord, Clerk of the Board <i>Website:</i> www.sjwater.org</p>	Councilmember Torres-O'Callaghan	Councilmember Lazard
Tri Valley-San Joaquin Valley Regional Rail Authority Board of Directors Form 700 <i>No stipends issued</i>	<p><i>When:</i> 2nd Wednesday of each month <i>Time:</i> 2:00 p.m. to 4:00 p.m. <i>Where:</i> Meetings to be held via Teleconference (R 21-2022) <i>Contact:</i> Kevin Sheridan, Executive Director ksh Sheridan@valleylinkrail.com (925) 784-2759 <i>Website:</i> https://www.valleylinkrail.com/</p>	Vice Mayor Akinjo	N/A <i>(Alternate has no voting rights)</i>



**CITY OF LATHROP
MAYOR AND COUNCILMEMBER ASSIGNMENTS FOR 2023**

REGIONAL COMMITTEE APPOINTMENTS			
Committee	When and Where	Delegate	Alternate
San Joaquin Area Flood Control Agency (SJAFCA) – <i>Two Board Members Required</i> <i>Form 700</i> <i>No stipends issued</i>	When: 3 rd Thursday of each month Time: 9:00 a.m. Where: San Joaquin Area Flood Control Agency San Joaquin Council of Governments Board Conference Room 555 E. Weber Ave. Stockton, CA 95202 Contact: Chris Elias, Director, Leanne Randall, Office Assistant Leanne.Randall@stocktonca.gov (209)937-8211 Website: https://www.sjafca.com/	Vice Mayor Akinjo Councilmember Lazard	Councilmember Torres-O'Callaghan <small>*(Appointed May 8, 2023)</small>

STANDING COMMITTEES			
Committee	When and Where	Delegate	Alternate
City of Manteca & City of Lathrop 2x2 Meetings	When: As needed Time: As scheduled Where: TBD	Mayor Dhaliwal	Councilmember Torres-O'Callaghan
Lathrop Manteca Fire Department & City of Lathrop 2x2 Meetings	When: As needed Time: As scheduled Where: TBD	Mayor Dhaliwal	Vice Mayor Akinjo
Manteca Unified School District & City of Lathrop 2x2 Meetings	When: As needed Time: As scheduled Where: TBD Contact: Superintendent's Office – Admin	Councilmember Diallo	Councilmember Torres-O'Callaghan
Banta Elementary School District & City of Lathrop 2x2 Meetings	When: As needed Time: As scheduled Where: TBD	Councilmember Torres-O'Callaghan	Councilmember Lazard
Lathrop Economic Development Review Committee 2-City Councilmember Committee	When: As needed Time: As scheduled Where: TBD	Mayor Dhaliwal	Councilmember Lazard



**CITY OF LATHROP
MAYOR AND COUNCILMEMBER ASSIGNMENTS FOR 2023**

JURISDICTIONAL NOMINATIONS			
Committee	When and Where	Delegate	Alternate
<p>San Joaquin County Local Agency Formation Commission (LAFCo)</p> <p align="center">Form 700 Stipend: \$100 monthly</p>	<p><i>When:</i> 2nd Thursday of each month <i>Time:</i> 9:00 a.m. <i>Where:</i> Board of Supervisors Chambers 44 North San Joaquin Street, 6th Floor Stockton, California 95202 <i>Contact:</i> Mitzi Stites - (209) 468-3197 mstites@sigov.org <i>Website:</i> https://www.sjgov.org/commission/lafco/home</p>	<p>Councilmember Diallo Term: May 2023 through May 2025</p>	<p>Councilmember Diallo Appointed 09/13/21; and served as Alternate through May 2023 Mayor Dhaliwal served May 2021 through 09/12/21</p>
<p>San Joaquin Regional Rail Commission</p> <p><i>The San Joaquin Regional Rail Commission's Joint Powers Agreement requires the San Joaquin Council of Governments to appoint Rail Commissioners from San Joaquin County. Commissioners can only be locally elected officials presently serving on a City Council or the Board of Supervisors.</i></p> <p align="center">Form 700</p>	<p><i>When:</i> 1st Friday of each month <i>Time:</i> 8:00 a.m. <i>Where:</i> 949 East Channel Street Stockton, CA 95202 <i>Contact:</i> Susan Payan - (209) 944-6234 susanp@acerail.com Sarah Rasheed - (209) 944-6265 sarah@acerail.com <i>Website:</i> http://www.acerail.com</p>	<p align="center">N/A</p> <p align="center"><i>(Jurisdictional appointment by SJCOG)</i></p>	<p align="center">N/A</p>
<p>Council of Governments (COG) Executive Committee</p> <p>The Executive Committee is a subset of the Board of Directors, with 6 members. See more here: http://www.sjcoog.org/150/Executive-Committee. SJCOG staff provides recommendations to the Board regarding the vacancies during their February meeting. There is no strict rotation among the member agencies, as staff recognizes the vagaries of elections, term limits, and the personal and professional commitments of our board members.</p> <p align="center">Form 700</p>	<p><i>When:</i> 4th Thursday of each month <i>Time:</i> 4:00 p.m. <i>Where:</i> 555 East Weber Stockton, CA 95202 <i>Contact:</i> Rosie Gutierrez, Office Administrator San Joaquin Council of Governments (209) 235-0600 <i>Website:</i> www.sjcoog.org</p>	<p align="center"><i>(Jurisdictional appointment by Agency)</i></p>	<p align="center">N/A</p>