



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

City Council

Sonny Dhaliwal, Mayor
Minnie Diallo, Vice Mayor
Paul Akinjo
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.



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/1615216326?pwd=VzZpM2FGbW5DWVkvS3Y5WDFhdXhrZz09>

- ✦ 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: 161 521 6326 / Passcode: 711149
- ✦ If you are not able to attend the meeting in person or virtually - Public comment/questions will be accepted by email to City Clerk Teresa Vargas at [website cco@ci.lathrop.ca.us](mailto:cco@ci.lathrop.ca.us) or by calling (209) 941-7230
- ✦ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✦ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

Addressing the Council

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

Citizen's Forum

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

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

General Information

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

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

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



CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 8, 2024
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330

AGENDA

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

1. PRELIMINARY

1.1 CALL TO ORDER

1.2 ROLL CALL

1.3 INVOCATION

1.4 PLEDGE OF ALLEGIANCE

1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

1.6 INFORMATIONAL ITEM(S) – None

1.7 DECLARATION OF CONFLICT(S) OF INTEREST

2. PRESENTATIONS

2.1 INTRODUCTION OF NEW EMPLOYEES

Human Resources Department

- Sarah Castro, Human Resources Analyst

Public Works Department

- Stephanie Rosillo-Silva, Administrative Assistant
- Daniel Rosado, Maintenance Worker
- Jonah Sonner, Compliance Engineer

Parks and Recreation Department

- Adrian Magdaleno, Senior Recreation Leader
- Pamela Parrish, Senior Recreation Leader
- Sydney Foster, Management Analyst

Police Department

- Mariah Walty, Animal Center Assistant
- Angelina Moreno, Administrative Assistant
- Carlos Lerma, Police Officer
- Eloy Magana, Police Officer
- Sunny Purewal, Police Officer
- Myles Richter, Police Officer
- Justin Sangster, Police Officer
- Joshua Simien, Police Officer

2.2 QUARTERLY ECONOMIC DEVELOPMENT PRESENTATION

3. **CITIZEN'S FORUM**

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

4. **CONSENT CALENDAR**

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

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

Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember

4.2 **APPROVAL OF MINUTES**

Approve Minutes for the Regular Council Meeting of October 9, 2023 and Regular Council Meeting of November 13, 2023

4.3 **TREASURER'S REPORT FOR SEPTEMBER 2023**

Approve Quarterly Treasurer's Report for September 2023

- 4.4 SECOND READING AND ADOPTION OF ORDINANCE 24-453 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
Waive Full Reading and Adopt Ordinance 24-453 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)
- 4.5 SECOND READING AND ADOPTION OF ORDINANCE 24-454 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE
Waive Full Reading and Adopt Ordinance 24-454 Amending Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code
- 4.6 APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL IN WHEELING, WEST VIRGINIA
Adopt Resolution Authorizing Out of State Travel for the Parks and Recreation Director to Attend the National Recreation and Park Association, Revenue Development and Management School March 11-15, 2024, in Wheeling, West Virginia
- 4.7 APPROVE OUT OF STATE TRAVEL FOR ONE ISD ENGINEER TO ATTEND THE CISCO LIVE CONFERENCE
Adopt Resolution Approving Out Of State Travel for One ISD Engineer to Attend the Cisco Live Conference in Las Vegas, Nevada, June 2-6, 2024
- 4.8 APPROVE A RESOLUTION AUTHORIZING SUBMITTAL OF CALRECYCLE INDIVIDUAL GRANT APPLICATIONS FOR WHICH THE CITY OF LATHROP IS ELIGIBLE FOR, FIVE YEARS FROM THE DATE OF THE ADOPTED RESOLUTION, NO LATER THAN JANUARY 8, 2029
Adopt Resolution of the City of Lathrop Authorizing Submittal of Individual Grant Applications with Cal Recycle for All Grant Programs for which the City of Lathrop is Eligible for, Five Years from the Date of the Adopted Resolution, No Later than January 8, 2029

- 4.9 APPROVE PROJECT FUNDING AGREEMENT WITH LATHROP MOSSDALE INVESTORS, LP ASSOCIATED WITH CIP WW 20-17, SURFACE WATER DISCHARGE, AND APPROVE A QUITCLAIM DEED TO TRANSFER OWNERSHIP OF REAL PROPERTY TO K. HOVNIANIAN HOMES
Adopt Resolution Approving a Project Funding Agreement with Lathrop Mossdale Investors, LP Associated with CIP WW 20-17, Surface Water Discharge and Approve a Quitclaim Deed to Transfer Ownership of Real Property (APN: 191-190-32) to K. Hovnianian Homes
- 4.10 AWARD CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION YARD IMPROVEMENTS
Adopt Resolution Awarding a Construction Contract to Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13 Corporation Yard Improvements
- 4.11 RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC. AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS
Adopt Resolution Ratifying the Service Agreement with ICU Technologies, Inc. and Approve Budget Adjustment for CIP GG 19-07 Citywide Surveillance Systems

5. SCHEDULED ITEMS

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 SPEED LIMITS OF THE LATHROP MUNICIPAL CODE
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 Amending Section 10.08.030 **"Speed Limits" of the Lathrop Municipal Code**
- 5.2 PUBLIC HEARING (PUBLISHED NOTICE) ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS IN TITLE 5, BUSINESS LICENSES AND REGULATIONS, TITLE 8, HEALTH AND SAFETY, TITLE 15, BUILDINGS AND CONSTRUCTION, AND TITLE 17, ZONING (TA-23-139)
Council to Consider the Following:
 - 1. Hold a Public Hearing; and

2. First Reading and Introduce an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 5, Business Licenses and Regulations, Title 8, Health and Safety, Title 15, Buildings and Construction, and Title 17, Zoning. The amendments include the following:
 - Chapter 5.04 (Business Licenses Generally): Revise and add language to exempt certain institutions and organizations from obtaining a business license.
 - Chapter 8.24 (Property Nuisances and Dust Control): Add language to clarify that a building or structure with broken or missing windows or doors constitute a hazardous condition and a prohibited nuisance.
 - Chapter 8.26 (Vacant and Abandoned Property): Add language to clarify that commercial and industrial properties are also subject to the vacant and abandoned regulations.
 - Chapter 15.56 (Floodplain Management): Clarify that the City Engineer is the designated Floodplain Administrator.
 - Chapter 17.48 (I Industrial District): Add warehouse as a permitted use in the Limited Industrial Zoning District.
 - Chapter 17.62 (Central Lathrop Zoning Districts): Update the Residential Site Development Standards Table to modify the off-street parking requirement for dwellings with 5 or more bedrooms.
 - Chapter 17.76 (Off-Street Parking and Loading): Revise the language to clarify that the Community Development Director may authorize the joint use of parking facilities under certain conditions.

- 5.3 APPROVE OUT OF STATE TRAVEL FOR THE 2024 NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE
 Adopt Resolution Authorizing Out of State Travel for the 2024 National League of Cities Congressional City Conference to Washington D.C., from March 9 -13, 2024, and Approval of Related Budget Amendment
- 5.4 REVIEW AND CONSIDER DESIGN ALTERNATIVES FOR HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23
 Council to Consider Design Options for the Water Fountain and Gateway Arches on 5th Street Associated with Historic Lathrop Beautification Project, CIP GG 24-23

6. COUNCIL COMMUNICATIONS

6.1 COUNCILMEMBER TORRES-**O'CALLAGHAN** REFERRAL – Discuss Potential Local Housing Assistance Program for Sworn City of Lathrop Police Department and Lathrop LMF D Employees

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

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

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

7. ADJOURNMENT

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

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**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 9, 2023
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was no Closed Session. The Regular Meeting began at 7:03 p.m.

1. PRELIMINARY

- 1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 7:03 p.m.
- 1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Akinjo; Councilmembers: Diallo, Lazard and Torres-O’Callaghan.

Absent: None.
- 1.3 INVOCATION – Pastor Don Britton, Grace Community Church, provided the invocation.
- 1.4 PLEDGE OF ALLEGIANCE – Pastor Don Britton led the pledge of allegiance.
- 1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Engineer Brad Taylor provided an updated on the realignment of River Islands Parkway and Paradise Road, and related street closures expecting to last approximately seven months. Mr. Taylor advised that additional information could be found on the City’s website, under the Public Works Road Closures and Road Work tab.

1.6 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared conflict of interest with Items 4.17, 4.18, and 4.19, due to her employment with Dell’Osso Farms. Councilmember Diallo declared conflict of interest with Items 4.17, 4.18, and 4.19, due to an agreement with the River Islands Development.

2. PRESENTATIONS

2.1 INTRODUCTION PROCLAMATION HONORING NATIONAL HISPANIC HERITAGE MONTH

Mayor Dhaliwal, accompanied by the City Council, presented a proclamation honoring National Hispanic Month to members of Our Lady of Guadalupe Parish.

2.2 QUARTERLY ECONOMIC DEVELOPMENT PRESENTATION

Economic Development Administrator Shelley Burcham provided the presentation covering economic development activity from July 2023 to September 2023.

3. CITIZEN'S FORUM

Jack Varrella, Ashlyn Howard, Ray Bechler, Christina Laughlin (all in person speakers) and Michael Darby (zoom speaker) commented on the termination of former Police Chief Ray Bechler; spoke in opposition of the termination.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Akinjo, the City Council approved Items 4.1 through 4.16, the Consent Calendar, by the following roll call vote, unless otherwise indicated:

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of August 14, 2023.

4.3 SECOND READING AND ADOPTION OF **ORDINANCE 23-448** OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 2 "ADMINISTRATION AND PERSONNEL", CHAPTER 2.36 "PURCHASING

SYSTEM”, SECTION 2.36.110 “EXCEPTIONS TO PURCHASING PROCEDURES AND LIMITS”

Waived full reading and adopted **Ordinance 23-448** amending Title 2, Chapter 2.36 “Purchasing System”, Section 2.36.110 “Exceptions To Purchasing Procedures and Limits” by adding a new Section (“D”) to Allow Cooperative Purchasing Agreements.

4.4 TREASURER’S REPORT FOR JUNE 2023

Approved Quarterly Treasurer’s Report for June 2023.

4.5 PLANNING FEE WAIVER REQUEST BY THRIVE CHURCH (TUP-23-105)

Adopted **Resolution 23-5381** waiving the Temporary Use Permit application processing and document retention fees for the Thrive Church, in the combined amount of \$392.

4.6 APPROVE 2023 FACILITY FEE WAIVER REQUEST FOR LATHROP LITTLE LEAGUE

Adopted **Resolution 23-5382** approving a Facility Fee Waiver Request from Lathrop Little League for the use of Scott Brooks Gymnasium on October 20, 2023, from 10:00 a.m. to 10:00 p.m., for a registration night event.

4.7 APPROVE 2023 FACILITY FEE WAIVER REQUEST FOR LIFT UP YOUR HEAD THERAPEUTIC GROUP HOMES, INC.

Adopted **Resolution 23-5383** approving a Facility Fee Waiver Request from Lift Up Your Head Therapeutic Group Homes, Inc., for the use of the Lathrop Senior Center on December 16, 2023, from 10:00 a.m. to 7:00 p.m., to host a Christmas luncheon.

4.8 APPROVE THE NAMING OF NEW CITY PARK

Adopted **Resolution 23-5384** naming the new Acres Community Neighborhood Park after Missionary Minnie Lee Cotton.

4.9 APPROVE CONTRACT WITH HOLT OF CALIFORNIA INC. FOR CITYWIDE GENERATOR AND FIRE PUMP MAINTENANCE AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 23-5385** approving a Service Contract with Holt of California Inc. for citywide generator and fire pump maintenance and approve budget amendment.

4.10 APPROVE CONTRACT CHANGE ORDER NO. 31 WITH DAVID SILVA, DBA SILVA LANDSCAPE FOR LANDSCAPE IRRIGATION SYSTEMS MAINTENANCE SERVICES AND APPROVE BUDGET AMENDMENT
Adopted **Resolution 23-5386** approving a Service Contract Change Order No. 31 with David Silva, dba Silva Landscape for landscape irrigation systems maintenance services and approve budget amendment.

4.11 APPROVE APPOINTMENT OF A PUBLIC MEMBER TO THE SAN JOAQUIN AREA FLOOD CONTROL AGENCY BOARD OF DIRECTORS

Adopted **Resolution 23-5387** appointing a public member to the San Joaquin Area Flood Control Agency Board of Directors and to the Enhanced Infrastructure Financing District Public Financing Authority.

4.12 APPROVE PURCHASE AND INSTALLATION OF SWARCO MCCAIN, INC. PRODUCTS FOR CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 23-5388** approving the purchase and installation of Swarco McCain Inc. products for the Citywide Traffic Systems and Safety Upgrades Project, CIP PS 23-01, and approve budget amendment.

4.13 AWARD CONSTRUCTION CONTRACT TO DSS COMPANY DBA KNIFE RIVER CONSTRUCTION FOR CONSTRUCTION OF LOUISE AVENUE AND MCKINLEY AVENUE INTERSECTION IMPROVEMENTS, CIP PS 15-02 AND APPROVE BUDGET AMENDMENT

Adopted **Resolution 23-5389** awarding Construction Contract to DSS Company, dba Knife River Construction, for construction of Louise Avenue and McKinley Avenue Intersection Improvements, CIP PS 15-02 and approve budget amendment.

4.14 AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR CONSTRUCTION OF SIDEWALK INFILL AT "J" STREET AND 5TH STREET INTERSECTION, CIP PS 23-09

Adopted **Resolution 23-5390** awarding Construction Contract to Dirt Dynasty, Inc., for construction of sidewalk infill at "J" Street and 5th Street intersection, CIP PS 23-09.

4.15 ACCEPT PUBLIC IMPROVEMENTS WITH ASSOCIATED CONDITIONS FOR STANFORD PLACE, SPARTAN WAY AT CENTRAL PACIFIC, AND PHASE 1D PARK IMPROVEMENTS FROM LATHROP LAND ACQUISITION, LLC, LOCATED WITHIN THE CLSP AREA, AND APPROVE BUDGET AMENDMENT AND CHANGE ORDERS FOR MAINTENANCE

Pulled by Vice Mayor Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 23-5391** accepting public improvements with associated conditions for Stanford Place, Spartan Way at Central Pacific, and Phase 1D Park improvements from Lathrop Land Acquisition, LLC, located within the CLSP Area, approving related budget amendment and contract change orders for maintenance services.

- 4.16 CREATE CIP PK 24-26, EAGLE'S LANDING PARK, APPROVE REIMBURSEMENT AGREEMENT WITH D.R. HORTON, AND APPROVE BUDGET AMENDMENT FOR NEIGHBORHOOD PARK WITHIN TRACT 4151

Pulled by Vice Mayor Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 23-5392** creating CIP PK 24-26, Eagle's Landing Park, approving Reimbursement Agreement with D.R. Horton, and approving budget amendment for Neighborhood Park within Tract 4151.

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

Councilmember Lazard and Councilmember Diallo recused themselves at 7:57 p.m., prior to the vote of Items 4.17, 4.18 and 4.19, due to declared conflict of interested as noted on Item 1.6.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Akinjo, the City Council approved Items 4.17, 4.18 and 4.19, by the following roll call vote, unless otherwise indicated:

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

- 4.17 RESCIND PREVIOUS APPROVAL AND APPROVE MODIFIED FINAL MAP FOR TRACT 4131 VILLAGE "KK" AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 75 LOTS WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Pulled by Vice Mayor Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 23-5393** rescinding previous approval and approved modified Final Map for Tract 4131 Village "KK" within the Old River District, totaling 75 multi-family lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

4.18 APPROVE FINAL MAP, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 95 LOTS IN TRACT 4130 VILLAGE "II" WITHIN OLD RIVER DISTRICT OF RIVER ISLANDS

Adopted **Resolution 23-5394** approving Final Map for Tract 4130 Village "II" within the Old River District, totaling 95 single-family lots, and Subdivision Improvement Agreement with River Islands Stage 2B, LLC.

4.19 APPROVE FINAL MAP, CFD ANNEXATION, AND SUBDIVISION IMPROVEMENT AGREEMENT FOR 29 LOTS IN TRACT 4173 VILLAGE 41 UNIT 1 WITHIN LAKE HARBOR WEST DISTRICT OF RIVER ISLANDS

Adopted **Resolution 23-5395** approving Final Map for Tract 4173 Village 41 Unit 1 within the Lake Harbor West District, totaling 29 single-family lots, annexation into CFD 2023-1, and Subdivision Improvement Agreement with River Islands Development Area 1, LLC.

Councilmember Lazard and Councilmember Diallo returned to the dais at 8:00 p.m.

5. SCHEDULED ITEMS

(Please Note - A discussion item was noticed for a Public Hearing to consider an ordinance to amend the Lathrop Municipal Code Title 2 (Administration and Personnel), Chapter 2.04 (City Council), Section 2.04.020 (Compensation of City Council), to increase City Council Compensation in Accordance with new Senate Bill 329 (Dodd). This item was pulled by staff prior to the publication of the agenda. Therefore, there was no action taken by the City Council on the matter.)

5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE GENERAL PLAN AND ZONING CONSISTENCY PROJECT (TA-23-93)

Community Development Director Rick Caguiat provided the presentation, which included a summary of the proposed text amendment, analysis overview, amendments and modifications to the related zoning map(s) and zoning requirements of the Lathrop Municipal Code, CEQA, amongst other related matters. Mayor Dhaliwal opened the public hearing. Adriana Lopez (zoom speaker) expressed concern with amendments being exempt from further environmental review, asked for additional clarification. Mr. Caguiat provided additional information. There were no other speakers. Mayor Dhaliwal closed the public hearing. A brief question and answer period ensued amongst City Council and staff.

On a motion by Vice Mayor Akinjo, seconded by Councilmember Diallo, the City Council considered the following:

1. Held a public hearing;
2. Adopted **Resolution 23-5396** finding the project exempt from further Environmental Review pursuant to Public Resources Code Section 21083.3 and California Environmental Quality Act (CEQA) Guidelines Section 15183;
3. Adopted **Resolution 23-5397** amending the Mossdale Landing and Mossdale Landing South Urban Design Concepts (UDC's) for consistency with the 2022 Lathrop General Plan Update; and
4. Waived first reading in full and introduced an ordinance amending the Lathrop Zoning Map, modifying Title 10 (Vehicles and Traffic) of the Lathrop Municipal Code, and adopting various amendments to Title 17 (Zoning) of the Lathrop Municipal Code for consistency with the 2022 Lathrop General Plan Update.

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

5.2 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE CENTRAL LATHROP SPECIFIC PLAN PHASE 2 AMENDMENT AND CODE TEXT AMENDMENT NO. TA-23-104

Community Development Director Rick Caguiat introduced City Planning Consultant David Niskanen with JB Anderson Planning. Mr. Niskanen provided the presentation, which included a summary of the Central Lathrop Specific Plan (CLSP) Phase 2 Amendment, development project background, proposed land use map, land use summary, landscape buffer along the north side of Dos Reis Road, vehicular circulation plan, pedestrian and bike circulation plan, existing and proposed truck route(s), design guidelines, code text amendment, CEQA, Planning Commission determination and recommendation, amongst other related matters. Mr. Niskanen also announced public comment letter, dated September 28, 2023, received from Manteca Unified School District (MUSD) in support of the proposed project, in which they expressed the project design requirements ensured minimal impacts to MUSD schools within the project area. A question and answer period ensued following the presentation. The City Council held a discussion regarding truck routes, and potentially postponing Item 5.2 until the truck routes matter could be discussed. Vice Mayor Akinjo spoke against delaying Item 5.2. City Council consensus directed staff to bring back an amendment to the existing truck routes at the next regular City Council Meeting.

Mayor Dhaliwal opened the public hearing. Trevor Smith (in person speaker) with TS Planning & Development, representing Lathrop property owner Sam Chahal, spoke in support of the proposed project. Alicia Guerra (in person speaker) with Buchalter Law Firm, representing the applicant, provided additional project information. A question and answer period ensued. City Manager Stephen Salvatore and City Attorney Salvador Navarrete provided additional information. Kara Herrick (in person speaker) requested additional information regarding the project and impacts to property owners within the area. Mr. Caguiat provided additional information. Ben Ritchie (zoom speaker), Principal with De Novo Planning Group, made himself available for questions related to the project. Adriana Lopez (zoom speaker) requested additional information related to CEQA requirements. There were no other speakers. Mayor Dhaliwal closed the public hearing. The question and answer period continued amongst the City Council.

On a motion by Councilmember Diallo, seconded by Councilmember Lazard, the City Council directed staff to continue Item 5.2 to the Regular Meeting of November 13, 2023. Additionally, the City Council:

1. Held a public hearing;
2. Continued Adoption of a Resolution finding 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
3. Continued the First Reading and Introduction of an Ordinance to Approve 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, to the Regular Meeting of November 13, 2023, by the following roll call vote:

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

5.3 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER CONDITIONAL USE PERMIT NO. CUP-23-08 AND SITE PLAN REVIEW NO. SPR-23-09 FOR THE ASHLEY FURNITURE PROJECT

City Attorney Salvador Navarrete recommended that the City Council consider the noticed public hearing and hear potential public testimony related to Item 5.3.

Community Development Director Rick Caguiat introduced public comment letter from Lozeau Drury, LLP, dated October 6, 2023, requesting the City Council to refrain from approving the project; public comment letter, dated September 28, 2023, from MUSD in support of mitigation measures that would lessen impacts to related MUSD sites; and public comment letter, dated October 9, 2023, from Alicia Guerra with Buchalter, in support of the project and additional information CEQA exemption. Mayor Dhaliwal opened the public hearing. Marjan Arubo (zoom speaker) representing LIUNA, requesting the City Council to refrain from approving the project, citing additional CEQA review requirements. There were no other speakers. Mayor Dhaliwal closed the public hearing. A brief question and answer period ensued amongst City Council and staff.

On a motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council directed staff to continue Item 5.3 to the Regular Meeting of November 13, 2023. Additionally, the City Council:

1. Held a Public Hearing;
2. Continued Adoption of a Resolution finding 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
3. Continued Adoption of a Resolution approving a Conditional Use Permit and Site Plan Review for the Ashley Furniture Project to Allow for the Construction of an Approximately 1.5 Million Square Foot Concrete Tilt-Up Building Located within the Central Lathrop Specific Plan Phase 2 Area, to the Regular Meeting of November 13, 2023, by the following roll call vote:

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

Noes: Akinjo

Absent: None

Abstain: None

Mayor Dhaliwal provided a brief recess from 9:23 p.m. to 9:33 p.m.

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE AMENDING THE LATHROP MUNICIPAL CODE TITLE 12 "STREETS, SIDEWALKS AND PUBLIC PLACES", CHAPTER 12.12 "IMPROVEMENTS AND DEDICATIONS", SECTION 12.12.060 "IMPROVEMENTS TO EXISTING BUILDINGS"

City Engineer Brad Taylor provided the presentation, provided that the proposed Municipal Code Text Amendment aimed to modify Lathrop Municipal Code Section 12.12.060, expanding the types of development subject to public improvements if specific criteria are met. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

A question and answer period followed. City Manager Stephen Salvatore, City Engineer Brad Taylor, and City Attorney Salvador Navarrete provided additional information.

Mayor Dhaliwal stepped down from the dais at 9:57 p.m. to 9:59 p.m.

The question and answer period continued.

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

1. Hold a Public Hearing; and
2. Waived first reading in full and introduced an ordinance amending Title 12 "Streets, Sidewalks and Public Places", Chapter 12.12 "Improvements and Dedications", Section 12.12.060 "Improvements to Existing Buildings" to modify the language to require frontage improvements upon addition of improvements to existing sites, with the exemption that any improvements done by homeowners to their primary dwelling units shall be excepted from application of the provisions of this chapter, by the following roll call vote:

Ayes: Diallo, Torres-O'Callaghan and Dhaliwal

Noes: Akinjo and Lazard

Absent: None

Abstain: None

5.5 REVIEW AND CONSIDER TRAFFIC SAFETY ENHANCEMENT OPTIONS FOR RIVER ISLANDS PARKWAY AT THE INTERSECTIONS OF BOSCH AVENUE AND IMPERIAL DRIVE, CIP PS 24-07

Assistant City Manager Michael King and City Engineer Brad Taylor provided the presentation. A question and answer period followed. Chief of Police Stephen Sealy provided additional information, and expressed support for the options presented. City Manager Stephen Salvatore also provided additional information. In person speaker (name not provided) commented on the matter, expressed traffic safety concerns, and opposed the installation of a pedestrian beacon.

On motion by Mayor Dhaliwal, seconded by Councilmember Diallo, the City Council considered options for traffic safety enhancement for River Islands Parkway, at the intersections of Bosch Avenue and Imperial Drive, CIP PS 24-07, and approved four-way stop signs with botts' bots (raised pavement markers) and related improvements on Imperial Drive and Bosch Avenue.

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

5.6 CITY COUNCIL DISCUSSION REGARDING REGULATION AND PERMIT OPTIONS FOR HOOKAH LOUNGE

Community Development Director Rick Caguiat provided the presentation, which included a summary of related regulations for hookah lounge establishments, amongst other related matters. A question and answer period followed the presentation. Mansoor Fazel (in person speaker) commented on the matter; spoke in support of hookah lounge establishments. The question and answer period continued. The City Council expressed the need for additional information. The City Council received information, discussed the matter, and considered whether to prepare an ordinance for review by the Planning Commission, and subsequent consideration of the City Council, for regulation and permit options for hookah lounge establishments. No further action taken.

5.7 FISCAL YEAR (FY) 2022-23 YEAR-END BUDGET REPORT AND RELATED AMENDMENTS AND AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET

Deputy City Manager Thomas Hedegard and Finance Director Cari James provided the presentation. On a motion by Mayor Dhaliwal, seconded by Councilmember Lazard, the City Council adopted **Resolution 23-5398** approving the FY 2022-23 Year-End Report, related budget amendments, and amending the FY 2023-24 Budget.

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

6. COUNCIL COMMUNICATIONS

6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S)

Vice Major Akinjo reported attendance to public meetings and activities of the San Joaquin Area Flood Control Agency.

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan wished everyone a happy fall break.

Councilmember Diallo reported attendance to the Annual CalCities Conference; expressed appreciation and support to newly appointed Police Chief Sealy. Chief Sealy expressed the unwavering dedication of the Police Department staff to the Lathrop community. Other Councilmembers made similar supportive comments. Councilmembers thanked those in attendance and expressed appreciation for the public participation.

- 7. ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 11:04 p.m.



Teresa Vargas, MMC,
Government Services Director
City Clerk

**CITY OF LATHROP
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 13, 2023
7:00 P.M.
COUNCIL CHAMBER, CITY HALL
390 Towne Centre Drive
Lathrop, CA 95330**

MINUTES

PLEASE NOTE: There was a Closed Session, which commenced at 5:32 p.m. The Regular Meeting reconvened at 7:10 p.m. .

1. PRELIMINARY

1.1 CALL TO ORDER – Mayor Dhaliwal called the meeting to order at 5:32 p.m.

1.2 CLOSED SESSION

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

- 1 Potential Case(s)

1.2.2 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency Negotiator: Stephen J. Salvatore, City Manager

Unrepresented Employee: Stephen Sealy, Interim Police Chief

1.2.3 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency Negotiator: Thomas Hedegard, Deputy City Manager

Unrepresented Employee: Stephen J. Salvatore, City Manager

1.2.4 CONFERENCE WITH LABOR NEGOTIATOR Pursuant to Government Code Section 54957.6

Agency Negotiator: Stephen J. Salvatore, City Manager

Employee Organization: Lathrop Police Officer’s Association

1.2.5 CONFERENCE WITH LEGAL COUNSEL Existing Litigation Pursuant to Government Code 54956.9(a)

City of Lathrop vs. 3M Company, et. al., United States District Court of South Carolina, Charleston Division, Master Docket No. 2:18-mn-2873-RMG

RECONVENE – Mayor Dhaliwal reconvened the meeting at 7:10 p.m.

1.2.6 REPORT FROM CLOSED SESSION

City Attorney Salvador Navarrete reported that the City Council met in Closed Session pursuant to Item 1.2; provided staff with appropriate direction; in regards to Item 1.2.5, the City Council voted 5-0 to participate in National Settlement. No other reportable action taken.

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

Absent: None.

1.4 INVOCATION – Reverend Lu Davis provided the invocation.

1.5 PLEDGE OF ALLEGIANCE – Reverend Lu Davis led the pledge of allegiance.

1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Engineer Brad Taylor announced a virtual and in person Public Workshop regarding ADA Accessibility, scheduled for November 14, 2023 at 6 p.m. at City Hall Council Chamber and Zoom.

1.7 INFORMATIONAL ITEM(S) – None

1.8 DECLARATION OF CONFLICT(S) OF INTEREST

Councilmember Lazard declared a conflict of interest with Items 4.15, 4.16, and 4.17, due to her employment with Dell'Osso Farms. Councilmember Diallo declared a conflict of interest with Items 4.15, 4.16, and 4.17, due to an agreement with the River Islands Development.

2. PRESENTATIONS

2.1 PROCLAMATION DECLARING NOVEMBER AS SIKH AWARENESS AND APPRECIATION MONTH

Mayor Dhaliwal, accompanied by the City Council, presented a proclamation declaring November as Sikh Awareness and Appreciation Month.

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

At the request of staff, Item 2.2 was pulled from the agenda, and rescheduled to the next Regular City Council Meeting.

3. CITIZEN’S FORUM

Gavin Cline (in person speaker), Legislative Representative for Congress Member John Duarte, provided an overview of various legislative updates and activities for California’s 13th District. Tosh Ishihara (in person speaker) expressed appreciation to staff for the Veteran’s Day celebration. Paul Camarena (in person speaker) requested an updated on the Valley Link Rail Project. City Manager Stephen Salvatore provided additional information and noted that a project update would be provided during the December Regular Meeting. Jose Aguilar (in person speaker) expressed concern with overgrown landscape along the levee areas. Alex Hui (in person speaker) expressed concern with traffic management along the areas of River Islands Parkway; expressed concern with four-way stop signs; expressed support for roundabouts or other forms of traffic management.

4. CONSENT CALENDAR

On a motion by Councilmember Torres-O’Callaghan, seconded by Councilmember Lazard, the City Council approved Items 4.1 through 4.14, by the following roll call vote, unless otherwise indicated:

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

4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS

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

4.2 APPROVAL OF MINUTES

Approved Minutes for the Regular Council Meeting of September 11, 2023.

4.3 SECOND READING AND ADOPTION OF ORDINANCE 23-449 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING THE LATHROP ZONING MAP, MODIFYING TITLE 10 (VEHICLES AND TRAFFIC) OF THE LATHROP MUNICIPAL CODE, AND ADOPTING VARIOUS AMENDMENTS TO TITLE 17 (ZONING) OF THE LATHROP MUNICIPAL CODE FOR CONSISTENCY WITH THE 2022 LATHROP GENERAL PLAN UPDATE (TA-23-93)

Waived full reading and adopted **Ordinance 23-449** amending the Lathrop Zoning Map, modifying Title 10 (Vehicles and Traffic) of the Lathrop Municipal Code, and adopting various amendments to Title 17 (Zoning) of the Lathrop Municipal Code for consistency with the 2022 Lathrop General Plan Update (TA-23-93).

- 4.4 SECOND READING AND ADOPTION OF ORDINANCE 23-450 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE TITLE 12 "STREET, SIDEWALKS AND PUBLIC PLACES", CHAPTER 12.12 "IMPROVEMENTS AND DEDICATIONS", SECTION 12.12.060 "IMPROVEMENTS TO EXISTING BUILDINGS" TO MODIFY LANGUAGE TO REQUIRE FRONTAGE IMPROVEMENTS UPON ADDITION OF IMPROVEMENTS TO EXISTING SITES

Waived full reading and adopted **Ordinance 23-450** amending Lathrop Municipal Code Title 12 "Street, Sidewalks and Public Places", Chapter 12.12 "Improvements and Dedications", Section 12.12.060 "Improvements to Existing Buildings" modifying language to require frontage improvements upon addition of improvements to existing sites.

- 4.5 OUT-OF-STATE TRAVEL APPROVAL FOR CITY STAFF TO PARTICIPATE IN THE IAMC SPRING FORUM IN APRIL 2024 AND ICSC SHOW IN MAY 2024

Adopted **Resolution 23-5399** authorizing out of state travel for city staff to attend and represent the City of Lathrop as follows:

1. Economic Development Administrator attendance at the Industrial Asset Management Council's Spring Forum in Greenville, South Carolina, April 6, 2024 – April 10, 2024; and
2. Economic Development Administrator and Community Development Director attendance at the Innovating Commerce Serving Communities Conference in Las Vegas, Nevada, May 19, 2024 – May 22, 2024.

- 4.6 COMMUNITY FACILITIES DISTRICTS ANNUAL BOND ACCOUNTABILITY REPORT FOR FY 2022-23

Received Report for Bonded and Non-Bonded Community Facilities Districts.

- 4.7 APPROVE ANNUAL REVIEW AND ADOPTION OF THE CITY'S INVESTMENT POLICY

Adopted **Resolution 23-5400** approving the Annual Investment Policy for Fiscal Year 2023-24.

4.8 APPROVE TEMPORARY STREET CLOSURE FOR THE LATHROP CHRISTMAS PARADE ON DECEMBER 9, 2023 FOR THOMSEN ROAD, CAMBRIDGE DRIVE, J STREET, AND 5TH STREET

Adopted **Resolution 23-5401** approving temporary street closures for the Lathrop Christmas Parade on December 9, 2023, for Thomsen Road, Cambridge Drive, J Street, and 5th Street.

4.9 APPROVE 2024 FACILITY FEE WAIVER REQUESTS FOR LATHROP LITTLE LEAGUE, LATHROP COMMUNITY VOLUNTEER CLUB, LATHROP LIONS CLUB, LATHROP SUNRISE ROTARY, ALCOHOLICS ANONYMOUS, NEW LATHROP NEIGHBORHOOD WATCH, MITRA USA, AND LIFT YOUR HEAD UP THERAPEUTIC GROUP HOMES, INC.

- Adopted **Resolution 23-5402** approving Facility Fee Waiver request from Lathrop Little League;
- Adopted **Resolution 23-5403** approving Facility Fee Waiver request from Lathrop Community Volunteer Club;
- Adopted **Resolution 23-5404** approving Facility Fee Waiver request from Lathrop Lions Club;
- Adopted **Resolution 23-5405** approving Facility Fee Waiver request from Lathrop Sunrise Rotary;
- Adopted **Resolution 23-5406** approving Facility Fee Waiver request from Alcoholics Anonymous;
- Adopted **Resolution 23-5407** approving Facility Fee Waiver request from New Lathrop Neighborhood Watch;
- Adopted **Resolution 23-5408** approving Facility Fee Waiver request from Mitra USA; and
- Adopted **Resolution 23-5409** approving Facility Fee Waiver from Lift Your Head Up Therapeutic Group Homes, Inc.

4.10 APPROVE PURCHASE OF TWO NEW POLICE VEHICLES, APPROVAL OF CHANGE ORDER NO. 4 WITH NEXTGEN ALPHA UPFITTING

Adopted **Resolution 23-5410** approving purchase of two (2) 2023 Police Chevrolet Tahoes from American Chevrolet of Modesto, and approving Change Order No. 4 with NextGen Alpha Upfitting for the purchase and installation of police vehicle equipment.

4.11 APPROVE PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH DOKKEN ENGINEERING TO COMPLETE THE PROJECT INITIATION DOCUMENT PHASE FOR THE ROTH ROAD AND I-5 INTERCHANGE, CIP PS 14-04

Adopted **Resolution 23-5411** approving a Professional Consulting Services Agreement with Dokken Engineering to complete the project initiation document phase for the Roth Road and I-5 Interchange, CIP PS 14-04.

- 4.12 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2019-35, LOCATED AT 231 AND 240 TOWNE CENTRE DRIVE FROM BLUE MOUNTAIN CONSTRUCTION SERVICES, INC.

Adopted **Resolution 23-5412** accepting public improvements associated with Encroachment Permit No. 2019-35, located at 231 and 240 Towne Centre Drive, from Blue Mountain Construction Services, Inc.

- 4.13 ACCEPT PUBLIC IMPROVEMENTS ASSOCIATED WITH EP NO. 2022-133, LOCATED ON MOSSDALE ROAD FROM BROWN SAND, INC.

Pulled by Vice Mayor Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 23-5413** accepting public improvements associated with Encroachment Permit No. 2022-133, located on Mossdale Road from Brown Sand, Inc.

- 4.14 RATIFY THE PURCHASE OF AUTOMATIC LICENSE PLATE RECOGNITION SURVEILLANCE SYSTEM SOFTWARE AND HARDWARE FROM VIGILANT SOLUTIONS, LLC. FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM

Adopted **Resolution 23-5414** ratifying purchase of Automatic License Plate Recognition Surveillance System Software and Hardware from Vigilant Solutions, LLC, for CIP GG 19-07 Citywide Surveillance System.

RIVER ISLANDS DEVELOPMENT CONSENT ITEM(S)

Councilmember Lazard and Councilmember Diallo recused themselves at 7:33 p.m., following the vote of the consent calendar, prior to the vote of Item 4.15, Item 4.16, and Item 4.17 due to declared conflict of interested as noted on Item 1.8.

On a motion by Vice Mayor Akinjo, seconded by Councilmember Torres-O’Callaghan, the City Council approved Items 4.15, 4.16 and 4.17, by the following roll call vote, unless otherwise indicated:

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

- 4.15 APPROVE AGREEMENT BETWEEN THE CITY OF LATHROP AND RIVER ISLANDS ACADEMIES TO PROVIDE SCHOOL RESOURCE OFFICER SERVICES

Adopted **Resolution 23-5415** approving agreement between the City of Lathrop and River Islands Academies to provide School Resource Officer Services for the 2023-2024 School Year.

- 4.16 APPROVE ABANDONMENT OF RECYCLED WATERLINE EASEMENT IN THE RIVER ISLAND DEVELOPMENT AREA

Pulled by Vice Mayor Akinjo. A question and answer period ensued. City Engineer Brad Taylor provided additional information.

Adopted **Resolution 23-5416** approving abandonment of Recycled Waterline Easement in the River Islands Development Area (a portion of APNs 213-110-03; 213-210-06; 213-220-01 thru 04; 213-300-01 and 02).

- 4.17 ACCEPT PUBLIC IMPROVEMENTS FOR VILLAGES IN THE STAGE 2A AND 2B AREAS OF THE RIVER ISLANDS PROJECT FROM RIVER ISLANDS DEVELOPMENT, LLC

Adopted **Resolution 23-5417** accepting public improvements for Villages in the Stage 2A and 2B Areas of the River Islands project from River Islands Development, LLC.

Councilmember Lazard and Councilmember Diallo returned to the dais at 7:36 p.m.

5. SCHEDULED ITEMS

City Council consensus directed staff to present Item 5.6, before Item 5.1. Scheduled Items were presented in the following order: 5.6, 5.1, 5.2, 5.3, and 5.5.

Following the vote of Item 5.6, prior to Item 5.1, Councilmember Diallo left for the remainder of the meeting at 7:55 p.m.

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER APPROVING CITYWIDE TRUCK ROUTE LISTING PURSUANT TO LATHROP MUNICIPAL CODE 10.16.030

Assistant City Manager Michael King provided the presentation. A question and answer period ensued thought the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

On a motion by Vice Mayor Akinjo, seconded by Mayor Dhaliwal, the City Council:

1. Held a Public Hearing; and
2. Adopted **Resolution 23-5419** approving Citywide Truck Route Listing Pursuant to Lathrop Municipal Code 10.16.030

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

5.2 CONTINUED DISCUSSION FROM OCTOBER 9, 2023 REGULAR MEETING REGARDING THE CENTRAL LATHROP SPECIFIC PLAN PHASE 2 AMENDMENT AND CODE TEXT AMENDMENT NO. TA-23-104

Community Development Director Rick Caguiat and City Planning Consultant David Niskanen with JB Anderson Planning, provided a summary of the continued discussions from the October 9, 2023 Regular Meeting. The Public Hearing was held during the October 9, 2023 Regular Meeting. PJ Khinda (in person attendee and Lathrop property owner) requested to express his support for approval of the project.

On a motion by Vice Mayor Akinjo, seconded by Mayor Dhaliwal, the City Council considered the following:

1. Testimony presented during the public hearing held October 9, 2023;
2. Adopted **Resolution 23-5420** finding 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
3. Waived first reading and introduce ordinance 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.

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

5.3 CONTINUED DISCUSSION FROM OCTOBER 9, 2023 REGULAR MEETING REGARDING CONDITIONAL USE PERMIT NO. CUP-23-08 AND SITE PLAN REVIEW NO. SPR-23-09 FOR THE ASHLEY FURNITURE PROJECT

Community Development Director Rick Caguiat and City Planning Consultant David Niskanen with JB Anderson Planning, provided a summary of the continued discussions from the October 9, 2023 Regular Meeting. The Public Hearing was held during the October 9, 2023 Regular Meeting. A question and answer period followed the presentation. At the request of Vice Mayor Akinjo, Sean Asmus (in person speaker and Applicant) with the Hodgdon Group Realty, Inc. provided additional project information. Christina Laughing (zoom speaker) requested to express her concerns regarding the proposed project. Brian Flynn (zoom speaker) with Lozeau Drury, LLP, requested to express his opposition to the proposed project. Alicia Guerra (in person speaker) with Buchalter Law Firm, representing the applicant, requested to provide additional project information. At the request of Community Development Director Rick Caguiat, Steve Mayo with the San Joaquin Council of Governments, was asked to provide information related to multispecies wildlife requirements.

On a motion by Mayor Dhaliwal, seconded by Councilmember Lazard, the City Council considered the following:

1. Testimony presented during the public hearing held October 9, 2023;
2. Adopted **Resolution 23-5421** finding 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
3. Adopted **Resolution 23-5422** approving a Conditional Use Permit and Site Plan Review for the Ashley Furniture Project to allow for the construction of an approximately 1.5 Million square foot concrete tilt-up building located within the Central Lathrop Specific Plan Phase 2 Area.

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

Following the vote of Item 5.3, prior to Item 5.4, Councilmember Lazard left for the remainder of the meeting at 8:47 p.m.

5.4 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER THE 2024 SJMSCP DEVELOPMENT FEE ANNUAL ADJUSTMENT

Community Development Director Rick Caguiat provided the presentation. A question and answer period followed. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 23-5423** approving an Annual Adjustment to the San Joaquin County Multi-Species Habitat Conservation and Open Space Plan (SJMSCP) Development Fee for 2024

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

5.5 PUBLIC HEARING (PUBLISHED NOTICE) OF THE CITY COUNCIL TO CONSIDER ISSUANCE OF PHASE 2 REVENUE ANTICIPATION NOTES BY THE RIVER ISLANDS PUBLIC FINANCING AUTHORITY

Deputy City Manager Thomas Hedegard provided the presentation. Mayor Dhaliwal opened the public hearing. There were no speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Adopted **Resolution 23-5424** of the City Council of the City of Lathrop making findings with respect to and approving the issuance of Phase 2 Revenue Anticipation Notes by the River Islands Public Financing Authority

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

5.6 PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER ADOPTING AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP UPDATING MUNICIPAL CODE SECTION 2.08.010, TITLED CITY MANAGER, TO MODIFY AUTHORITY TO APPOINT AND REMOVE THE POLICE CHIEF; AND CONSIDER ADOPTING A RESOLUTION AMENDING THE POLICE CHIEF JOB DESCRIPTION, UPDATING THE SALARY GRADE STEP TABLE, AND APPROVING EMPLOYMENT CONTRACT WITH STEPHEN SEALY

City Attorney Salvador Navarrete provided the presentation. A question answer period followed. Mayor Dhaliwal opened the Public Hearing. Jim Hilson (in person speaker) expressed support with the proposed changes; expressed concern with police officers potentially leaving the department. Paul Camarena (in person speaker) requested additional information regarding cities with the same reporting structure as the one being proposed; expressed support in keeping the existing structure; and support for the City Manager. Ben Jex (in person speaker) expressed concern with the Police Chief Position become a politically influenced position. Reverend Lu Davis (in person speaker) expressed support for the City Council, City Manager and newly appointed Police Chief; expressed gratitude for the accomplishments of the city and staff. Bennie Gatto (in person speaker) expressed support in keeping the existing structure; and support for the City Manager. Christina Laughlin (zoom speaker) spoke in support of the proposed changes. Paul Camarena (in person speaker) requested to provide additional comments; requested additional information regarding placing the agreement on contract.

On a motion by Councilmember Diallo, seconded by Councilmember Lazard, the City Council considered the following items:

1. Held a public hearing;
2. Waived first reading and introduced ordinance amending Title 2 titled "Administration and Personnel", Chapter 2.08 titled "City Manager", Section 2.08.010 titled "City Manager" to modify authority to appoint and remove the Police Chief; and
3. Adopted **Resolution 23-5418** approving an amendment to the Police Chief Job Description, Salary Grade Step Table, and Employment Contract with Stephen Sealy, including the ability to cash out accrued vacation and sick leave accruals similar to the City Manager and City Attorney.

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

6. COUNCIL COMMUNICATIONS

- 6.1 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) - None
- 6.2 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Torres-O'Callaghan asked for caution when driving around schools as it is getting darker earlier due to the time change. Vice Mayor Akinjo expressed appreciation to staff. Mayor Dhaliwal echoed similar sentiments and appreciation to staff, and wished everyone a Happy Thanksgiving.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 8:56 p.m.

/Teresa Vargas/

Teresa Vargas, MMC
Government Services Director
City Clerk

Quarterly Treasurer Report

September 2023

This report presents a detailed discussion of the City’s fund balances and investment portfolio as of September 30, 2023. It includes all investments managed by the City on its own behalf as well as the City’s Trustees. The report provides information on cash flows, broken down by both investment manager (City or Trustee) and by percentage allocation within the portfolio.

As of September 30, 2023, the investment portfolio was in compliance with all state laws and the City’s Investment Policy.

Current Portfolio Summary

As directed by the Investment Policy adopted by City Council, City staff strives to attain three primary goals with the City’s investments as follows (in order of priority):

1. Safety – Preservation of the principal of invested funds
2. Liquidity – Ability to liquidate one or more of the City’s investments if unexpected expenditures arise
3. Return – Attainment of a market rate of return

The majority of the portfolio is invested in the Local Agency Investment Fund (LAIF), which is administered by the California State Treasurer’s office. LAIF provides the City with an investment vehicle with yields that are slightly greater than U.S. Treasuries (T-bills) with a 2-year maturity or less. LAIF is a high quality investment in terms of safety, liquidity, and yield. Additionally, LAIF is an “On Demand” account; meaning funds may be withdrawn upon with 1 day notice, representing maximum liquidity.

In addition to LAIF, the City holds investments in Money Market Mutual Funds, Nonnegotiable Certificates of Deposit, and State and Local Government Securities (SLGS). These investments are prudent investment choices and are included in the City’s Investment Policy as allowable investments.

Each investment mentioned above has a specific maturity date. However, much of the portfolio is On Demand. The short weighted average maturity provides the City with a great deal of liquidity during this period of heightened economic uncertainty and period of moderate investment yields. This liquidity places the City in a position to invest in longer term maturity investments once interest rates begin to stabilize toward their historical norms; overall macroeconomic indicators signal solid and consistent growth in future years.

The following table (Table: 1) provides a summary of the City’s cash and investments, by holding party, based on recorded value as of September 30, 2023 compared with the prior quarter:

Table: 1				
Holding Party	June 30, 2023		September 30, 2023	
	Fund Amounts (1)	% of Portfolio	Fund Amounts (1)	% of Portfolio
Investments/Cash held by the City	\$214,368,607	73%	\$210,732,693	73%
Investments held by Trustees	77,571,626	27%	77,297,038	27%
TOTAL	\$291,940,233	100%	\$288,029,731	100%

(1) Small variances are due to the summation and rounding of multiple figures to the nearest whole dollar

Please see the following pages (Tables: 2 through 5) for a more detailed analysis of transactional additions and reductions due to cash flow needs, debt service payments, and maturities/rollovers of certain investments.

Revenues arrived during the quarter, per City staff expectations, are as follows: utility payments, property tax, franchise fees, sales tax (including Measure C), developer billing fees, grant reimbursements, building permit fees, plan check fees, and Transient Occupancy Tax (TOT).

Significant payables paid out during the quarter include:

- I. Nonrecurring Expenditure Debt Service Payments, Capital Improvement Projects – General Government, Parks, Streets, Water, and Wastewater
- II. Recurring Expenditures
 - a. Contractual – Park & Street Landscaping, and Wastewater Treatment Services
 - b. Intergovernmental payments – South San Joaquin Irrigation District (Surface Water Contract), Lathrop Manteca Fire District, City of Manteca (Wastewater Contract)

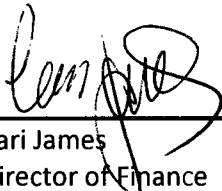
Quarterly Economic Update

According to the latest projections from PFM Asset Management; The third quarter was characterized by the consumer continuing to spend, supported by rising wages and a strong labor market. The potential for additional monetary policy tightening by the Federal Reserve (Fed) remains possible in light of the Fed’s projections for stronger gross domestic product (GDP) growth, higher inflation, and slightly lower unemployment for the balance of the year. As interest rates climbed to recent highs, equity markets declined from calendar year highs and modest de-risking swept markets near quarter-end. After initially showing signs of cooling in July, U.S. inflation (as measured by CPI) posted two straight large monthly increases in August and September, rising by 0.6% and 0.4% month-over-month (MoM) respectively. The August reading was the biggest monthly increase of 2023 as higher shelter costs and rising energy prices fed much of the gain. Core inflation, which excludes food and energy, continues to moderate, rising 4.1% year-over-year, down from 4.3% in August and 4.7% in July. A strong U.S. labor market remains a tailwind to economic growth and consumer outlooks. Over the quarter, the U.S. economy added 799,000 new jobs, besting the Q2 rate of 603,000 while remaining well above the pre-COVID pace. The unemployment rate (3.8%) remains near all-time lows and the labor force participation rate also trended upward and is now at the highest level since the pandemic.

I certify that all of the investments reported herein are in accordance with the "City of Lathrop Investment Policy" adopted on November 13, 2023, with the Government Code, and other contractual agreements. I further certify the investments reported herein provide for the ability of the City to meet cash flow needs for the next six months.



 Stephen J. Salvatore
 City Manager



 Cari James
 Director of Finance

TABLE: 2
CITY OF LATHROP
Summary of All Investments
As of September 30, 2023

City Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Local Agency Investment Fund	\$ 74,871,002	3.590%	45.10%	\$ 74,871,002
Wells Fargo Money Market Mutual Funds	\$ 3,014,184	4.900%	1.82%	\$ 3,014,184
California Asset Management Program	\$ 10,842,219	5.550%	6.53%	\$ 10,842,219
Total Investments Held by the City (1)	\$ 88,727,405	3.874%	53.44%	\$ 88,727,404

Trustee Held Investments	Recorded Value	Current Yield	Percent of Portfolio	Market Value
US Bank	\$ 3,156,871	4.430%	1.90%	\$ 3,156,871
UMB Bank	\$ 1,191,886	4.430%	0.72%	\$ 1,191,886
Union Bank	\$ -	0.000%	0.00%	\$ -
SJ County Pooled Funds	\$ 98,707	0.260%	0.06%	\$ 98,707
PFM Asset Management	\$ 72,360,454	3.400%	43.58%	\$ 72,360,454
PNC Bank	\$ 489,121	0.090%	0.29%	\$ 489,121
Total Investments Held by Trustees (2)	\$ 77,297,038	3.433%	46.56%	\$ 77,297,038

Total City & Trustee Held Investments & Cash	Recorded Value	Current Yield	Percent of Portfolio	Market Value
Investments Held by the City and Trustees	\$ 166,024,443	3.669%	100.00%	\$ 166,024,442
Cash in Checking Accounts - Recorded Value	\$ 122,005,289			
Total Cash and Investments	\$ 288,029,731			

One month benchmark for U.S. Treasuries: 5.39%

Three month benchmark for U.S. Treasuries: 5.47%

Notes:

(1) See Table: 4 for detailed investments held by the City.

(2) See Table: 5 for detailed investments held by Trustees.

TABLE: 3
CITY OF LATHROP
Investments Cash Flow Analysis
As of September 30, 2023

Investments Held by the City	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
Local Agency Investment Fund (1)	\$ 74,871,002	-	-	\$ 74,871,002
Wells Fargo Money Market Mutual Funds (2)	\$ 3,001,272	12,912	-	\$ 3,014,184
California Asset Management Program	\$ 10,793,003	49,216	-	\$ 10,842,219
Total Investments Held by the City	\$ 88,665,276	62,129	-	\$ 88,727,404
Investments Held by Trustees	Prior Month Recorded Value	Purchased (Buy)	Redeemed (Sell)	Current Month Recorded Value
PNC Bank	\$ 489,121	-	-	\$ 489,121
SJ County Pooled Funds	\$ 99,181	-	(474)	\$ 98,707
UMB Bank	\$ 2,784,969	4,950	(1,598,033)	\$ 1,191,886
US Bank (3)	\$ 17,152,029	41,110	(14,036,268)	\$ 3,156,871
PFM Asset Management	\$ 71,762,475	4,283,289	(3,685,311)	\$ 72,360,454
Total Investments Held by Trustees	\$ 92,287,774	4,329,349	\$ (19,320,085)	\$ 77,297,038
Total Cash in Checking Accounts Held by the City (2)	\$ 119,957,959	9,681,462	(7,634,132)	\$ 122,005,289
Total Cash and Investments Held by the City and Trustees	\$ 300,911,009	\$ 14,072,939	\$ (26,954,217)	\$ 288,029,731

Notes:

- (1) LAIF interest income is paid quarterly (Mar/Jun/Sept/Dec) and received in the following month (Apr/Jul/Oct/Jan).
- (2) Property Tax, Sales Tax, Building permit revenue, TOT, Developer payments, and Utility payments; nonrecurring expenses paid during the month: General government, Parks, Streets, Wastewater, and Water CIPs; also, recurring expenses: Park & street landscape maintenance, and water treatment services; lastly, intergovernmental payments and transfers: SSJID SCSWSP O & M expenses.
- (3) Interest earnings from BlackRock Liquidity Funds T-Funds 30 Day Yield 4.430%, debt service payments.

TABLE: 4

CITY OF LATHROP

Investments Held by City - Detail

As of September 30, 2023

Agency (Broker)	Investment Description	Coupon Rate	Yield to Maturity	Purchase Date	Maturity Date	Market Value (No Accruals)	Recorded Value
Local Agency Investment Fund							
	Money Market Fund City Acct No. 98-39-437	N/A	3.590%	Varies	On Demand	74,871,002	74,871,002
						\$ 74,871,002	\$ 74,871,002
Wells Fargo Mutual Funds							
	Money Market Mutual Fund City Acct No. 12641627	N/A	4.900%	Varies	On Demand	3,014,184	3,014,184
						\$ 3,014,184	\$ 3,014,184
Califorina Asset Management Program							
	Liquidity Account No. 6084-001	N/A	5.550%	Varies	On Demand	10,842,219	10,842,219
						\$ 10,842,219	\$ 10,842,219
						\$ 88,727,404	\$ 88,727,405

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2023

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value	
Investments Held by US Bank								
03-1 Series 2015 - Mossdale Village Assessment District								
Mossdale Village Assessment Dist. No. 03-1 Series 2015 - Redemption Fund	6712138601		4.430%	10/18/05	On Demand	\$ 6,398	\$ 6,398	
Mossdale Village Assessment Dist. No. 03-1 Series 2005/2015 - Reserve Fund	6712138602		4.430%	10/18/05	On Demand	\$ 240,181	\$ 240,181	
LTHRP FIN AUTH REVENUE BONDS 2023 SERIES A								
Money Market - Revenue Account	278276000		4.430%	7/1/23	On Demand	\$ 11,872	\$ 11,872	
Money Market - CFD Reserve Account	278276004		4.430%	7/1/23	On Demand	\$ 201,265	\$ 201,265	
Money Market - ReAD Reserve Account	278276006		4.430%	7/1/23	On Demand	\$ 577,228	\$ 577,228	
2003-2A Lathrop CFD								
Money Market- Interest Account	67111720001		4.430%	12/12/03	On Demand	\$ 11,537	\$ 11,537	
Money Market-Reserve Account	67111722000		4.430%	12/12/03	On Demand	\$ -	\$ -	
LAIF - Interest Account	67111720002		3.590%	03/19/03	On Demand	\$ 695,661	\$ 695,661	
CDPH/CDWR - SRF Loan								
Agreement Account	6711908800		4.430%	12/22/10	On Demand	\$ 24,339	\$ 24,339	
Agreement Account - Reserve Fund	6711908801		4.430%	12/22/10	On Demand	\$ 605,341	\$ 605,341	
2013-1 Mossdale Village								
2013-1 Refunding Improvement Bonds	6712076900		4.430%	10/01/13	On Demand	\$ -	\$ -	
2013-1 Refunding Improvement Bonds	6712076901		4.430%	10/01/13	On Demand	\$ 109	\$ 109	
2013-1 Refunding Improvement Bonds	6712076903		4.430%	10/01/13	On Demand	\$ 4,843	\$ 4,843	
2013-1 Special Tax Bonds								
2013-1 Mossdale Special Tax	6712076801		4.430%	10/01/13	On Demand	\$ 0	\$ 0	
2013-1 Mossdale Special Tax	6712076803		4.430%	10/01/13	On Demand	\$ -	\$ -	
2013-1 Mossdale Special Tax	6712076804		4.430%	10/01/13	On Demand	\$ 1,384	\$ 1,384	
2013-1 Mossdale Special Tax	6712076806		4.430%	10/01/13	On Demand	\$ -	\$ -	
2015 Crossroads Series B								
2015 Crossroads Series B - LOIB RDP	6712138801		4.430%	09/01/15	On Demand	\$ 601	\$ 601	
2015 Crossroads Series B - LOIB Reserve	6712138803		4.430%	09/01/15	On Demand	\$ 775,696	\$ 775,696	
2015 Crossroads Series B - Cost of Issuance	6712138804		4.430%	09/01/15	On Demand	\$ -	\$ -	
2015 Crossroads Series B - Improvements	6712138805		4.430%	09/01/15	On Demand	\$ 415	\$ 415	
2015 Crossroads Series B - COI Custodian Agreement	6712198801		4.430%	09/01/15	On Demand	\$ -	\$ -	
Total Investments Held by Trustee - US Bank							\$ 3,156,871	\$ 3,156,871
Investments Held by PNC Bank by Account								
2012 Water Loan (Refunding of 2000 Water COPs)								
Certificate of Deposit - Reserve Fund			0.090%	5/22/19		\$ 489,121	\$ 489,121	
Total Investments Held by Trustee -Pacific Premier Bank							\$ 489,121	\$ 489,121

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2023

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Investments Held by UMB Bank by Account							
2006-1 Central Lathrop Phase I Infrastructure CFD							
Special Tax Fund	141226.1			09/12/06	On Demand	\$ -	\$ -
Interest Fund	141226.2			09/12/06	On Demand	\$ -	\$ -
Principal	141226.3			08/26/10	On Demand	\$ -	\$ -
Redemption	141226.4			08/26/10	On Demand	\$ -	\$ -
TTEE Fee & Comp Exp	141226.5			09/12/06	On Demand	\$ -	\$ -
Reserve Fund	141226.6			09/12/06	On Demand	\$ -	\$ -
Improvement Fund	141226.7			09/12/06	On Demand	\$ -	\$ -
2018-1 Central Lathrop CFD							
Improvement Area 1 - Admin Expense Reserve Fund	149232.1		4.430%	02/01/19	On Demand	\$ 41,820	\$ 41,820
Other Improvement Areas - Admin Expense Reserve Fund	149232.2		4.430%	02/01/19	On Demand	\$ 169,885	\$ 169,885
Improvement Area 1 - Principal Account	149232.3		4.430%	02/01/19	On Demand	\$ 108	\$ 108
Improvement Area 1 - Redemption Account	149232.4		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 1 - Interest Account	149232.5		4.430%	02/01/19	On Demand	\$ 88	\$ 88
Improvement Area 1 - Admin Expense Account	149232.6		4.430%	02/01/19	On Demand	\$ 11,870	\$ 11,870
Improvement Area 1 - Reserve Fund	149232.7		4.430%	02/01/19	On Demand	\$ 224,160	\$ 224,160
Improvement Area 1 - Surplus Fund	149232.8		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Principal Account	149265.1		4.430%	02/01/19	On Demand	\$ 76	\$ 76
Improvement Area 2 - Redemption Account	149265.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 2 - Interest Account	149265.3		4.430%	02/01/19	On Demand	\$ 56	\$ 56
Improvement Area 2 - Admin Expense Account	149265.4		4.430%	02/01/19	On Demand	\$ 13,613	\$ 13,613
Improvement Area 2 - Reserve Fund	149265.5		4.430%	02/01/19	On Demand	\$ 168,079	\$ 168,079
Improvement Area 2 - Surplus Fund	149265.6		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Principal Account	149267.1		4.430%	02/01/19	On Demand	\$ 141	\$ 141
Improvement Area 3 - Redemption Account	149267.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 3 - Interest Account	149267.3		4.430%	02/01/19	On Demand	\$ 109	\$ 109
Improvement Area 3 - Admin Expense Account	149267.5		4.430%	02/01/19	On Demand	\$ 11,988	\$ 11,988
Improvement Area 3 - Reserve Fund	149267.6		4.430%	02/01/19	On Demand	\$ 371,951	\$ 371,951
Improvement Area 3 - Surplus Fund	149267.7		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Principal Account	149268.1		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Redemption Account	149268.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Interest Account	149268.3		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 4 - Admin Expense Account	149268.4		4.430%	02/01/19	On Demand	\$ 14,233	\$ 14,233
Improvement Area 4 - Reserve Fund	149268.5		4.430%	02/01/19	On Demand	\$ 96,646	\$ 96,646
Improvement Area 4 - Surplus Fund	149268.6		4.430%	02/01/19	On Demand	\$ -	\$ -
Improvement Area 5 - Principal Account	149269.1		4.430%	02/01/19	On Demand	\$ 22	\$ 22
Improvement Area 5 - Redemption Account	149269.2		4.430%	02/01/19	On Demand	\$ 19	\$ 19
Improvement Area 5 - Interest Account	149269.3		4.430%	02/01/19	On Demand	\$ 29	\$ 29
Improvement Area 5 - Admin Expense Account	149269.4		4.430%	02/01/19	On Demand	\$ 11,122	\$ 11,122

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2023

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Improvement Area 5 - Reserve Fund	149269.5		4.430%	02/01/19	On Demand	\$ 55,871	\$ 55,871
Improvement Area 5 - Surplus Fund	149269.6		4.430%	02/01/19	On Demand	\$ -	\$ -
2018-2 Central Lathrop CFD							
Special Tax Fund	149261.1		4.430%	02/01/19	On Demand	\$ -	\$ -
Surplus Fund	149261.2		4.430%	02/01/19	On Demand	\$ -	\$ -
Total Investments Held by Trustee - UMB Bank						\$ 1,191,886	\$ 1,191,886
Investments Held by San Joaquin County by Account							
<i>Sanitary Sewer Assessment District #1</i>							
Pooled Funds - Redemption Account			0.260%	10/1/87	On Demand	\$ 98,707	\$ 98,707
Total Investments Held by Trustee - San Joaquin County						\$ 98,707	\$ 98,707
Investments Held by PFM Asset Management by Account							
<i>PFM Asset Management</i>							
Money Market Fund	20260109			AAAam		\$ 262,809	\$ 262,809
US Treasury Bond / Note							
US Treasury Notes		91282CCT6	0.375%	08/15/21	08/15/24	\$ 310,883	\$ 310,883
US Treasury Notes		91282CCT6	0.375%	08/15/21	08/15/24	\$ 621,766	\$ 621,766
US Treasury Notes		912828D56	2.375%	08/15/14	08/15/24	\$ 1,752,188	\$ 1,752,188
US Treasury Notes		9128282U3	1.875%	08/31/17	08/31/24	\$ 4,839,844	\$ 4,839,844
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 214,418	\$ 214,418
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 309,715	\$ 309,715
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 309,715	\$ 309,715
US Treasury Notes		91282CCX7	0.375%	09/15/21	09/15/24	\$ 476,484	\$ 476,484
US Treasury Notes		91282CDB4	0.625%	10/15/21	10/15/24	\$ 309,309	\$ 309,309
US Treasury Notes		912828YM6	1.500%	10/31/19	10/31/24	\$ 383,562	\$ 383,562
US Treasury Notes		91282CDH1	0.750%	11/15/21	11/15/24	\$ 593,457	\$ 593,457
US Treasury Notes		91282CDH1	0.750%	11/15/21	11/15/24	\$ 949,531	\$ 949,531
US Treasury Notes		912828YV6	1.500%	11/30/19	11/30/24	\$ 310,832	\$ 310,832
US Treasury Notes		91282CFX4	4.500%	11/30/22	11/30/24	\$ 1,459,789	\$ 1,459,789
US Treasury Notes		91282CDN8	1.000%	12/15/21	12/15/24	\$ 308,547	\$ 308,547
US Treasury Notes		91282CDN8	1.000%	12/15/21	12/15/24	\$ 308,547	\$ 308,547
US Treasury Notes		91282CDS7	1.125%	01/15/22	01/15/24	\$ 331,734	\$ 331,734
US Treasury Notes		91282CDS7	1.125%	01/15/22	01/15/24	\$ 971,508	\$ 971,508
US Treasury Notes		91282CDZ1	1.500%	02/15/22	02/15/25	\$ 451,102	\$ 451,102
US Treasury Notes		91282CED9	1.750%	03/15/22	03/15/25	\$ 475,391	\$ 475,391
US Treasury Notes		91282CED9	1.750%	03/15/22	03/15/25	\$ 5,704,687	\$ 5,704,687
US Treasury Notes		91282CGU9	3.875%	03/31/23	03/31/25	\$ 5,537,000	\$ 5,537,000
US Treasury Notes		9128284M9	2.875%	04/30/18	04/30/25	\$ 964,219	\$ 964,219
US Treasury Notes		91282CEQ0	2.750%	05/15/22	05/15/25	\$ 697,359	\$ 697,359

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2023

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
US Treasury Notes		91282CEQ0	2.750%	05/15/22	05/15/25	\$ 697,359	\$ 697,359
US Treasury Notes		91282CEQ0	2.750%	05/15/22	05/15/25	\$ 3,847,500	\$ 3,847,500
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 650,320	\$ 650,320
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 698,492	\$ 698,492
US Treasury Notes		91282CEY3	3.000%	07/15/22	07/15/25	\$ 1,782,359	\$ 1,782,359
US Treasury Notes		91282CFE6	3.125%	08/15/22	08/15/25	\$ 48,234	\$ 48,234
US Treasury Notes		91282CFE6	3.125%	08/15/22	08/15/25	\$ 699,398	\$ 699,398
US Treasury Notes		91282CFK2	3.500%	09/15/22	09/15/25	\$ 776,500	\$ 776,500
US Treasury Notes		91282CFK2	3.500%	09/15/22	09/15/25	\$ 1,043,422	\$ 1,043,422
US Treasury Notes		91282CFP1	4.250%	10/15/22	10/15/25	\$ 713,559	\$ 713,559
US Treasury Notes		91282CFP1	4.250%	10/15/22	10/15/25	\$ 1,033,430	\$ 1,033,430
US Treasury Notes		91282CFW6	4.500%	11/15/22	11/15/25	\$ 742,031	\$ 742,031
US Treasury Notes		91282CFW6	4.500%	11/15/22	11/15/25	\$ 1,385,125	\$ 1,385,125
US Treasury Notes		91282CGA3	4.000%	12/15/22	12/15/25	\$ 979,063	\$ 979,063
US Treasury Notes		91282CGA3	4.000%	12/15/22	12/15/25	\$ 2,447,656	\$ 2,447,656
US Treasury Notes		91282CGE5	3.875%	01/15/23	01/15/26	\$ 683,375	\$ 683,375
US Treasury Notes		91282CGE5	3.875%	01/15/23	01/15/26	\$ 756,594	\$ 756,594
US Treasury Notes		91282CGE5	3.875%	01/15/23	01/15/26	\$ 781,000	\$ 781,000
US Treasury Notes		91282CGL9	4.000%	02/15/23	02/15/26	\$ 929,813	\$ 929,813
US Treasury Notes		91282CGL9	4.000%	02/15/23	02/15/26	\$ 978,750	\$ 978,750
US Treasury Notes		91282CGL9	4.000%	02/15/23	02/15/26	\$ 1,419,188	\$ 1,419,188
US Treasury Notes		9128286F2	2.500%	02/28/19	02/28/26	\$ 2,126,953	\$ 2,126,953
US Treasury Notes		91282CGV7	3.750%	04/15/23	04/15/26	\$ 72,938	\$ 72,938
US Treasury Notes		91282CHB0	3.625%	05/15/23	05/15/26	\$ 1,308,656	\$ 1,308,656
US Treasury Notes		91282CHH7	4.125%	06/15/23	06/15/26	\$ 564,309	\$ 564,309
US Treasury Notes		91282CHM6	4.500%	07/15/23	07/15/26	\$ 1,832,945	\$ 1,832,945
US Treasury Notes		91282CHU8	4.375%	08/15/23	08/15/26	\$ 617,188	\$ 617,188
US Treasury Notes		91282CHU8	4.375%	08/15/23	08/15/26	\$ 2,913,125	\$ 2,913,125
US Treasury Subtotal:						\$ 61,120,867	\$ 61,120,867

TABLE: 5
CITY OF LATHROP
Investments Held by Trustee - Detail
As of September 30, 2023

Investment Description	Acct Number	CUSIP	Current Yield	Purchase Date	Maturity Date	Value	Recorded Value
Supra-national Agency Bond / Note							
Int'l BK Recon And Dev Note		45906M3C3	2.250%	03/29/22	03/28/24	\$ 285,333	\$ 285,333
Inter-American Devel BK Corporate Notes		4581X0DZ8	0.500%	09/23/21	09/23/24	\$ 442,567	\$ 442,567
						\$ 727,901	\$ 727,901
Supra-National Agency Subtotal							
Federal Agency Bond/Note							
Fannie Mac Notes		3137EAF2	0.250%	12/04/20	12/04/23	\$ 530,208	\$ 530,208
Federal Home Loan Banks Notes		3130ARHG9	2.125%	03/25/22	02/28/24	\$ 592,022	\$ 592,022
Federal Home Loan Banks Notes		3130ASME6	3.000%	07/08/22	07/08/24	\$ 210,929	\$ 210,929
Federal Home Loan Banks Notes (Callable)		3130AMVD1	0.420%	06/17/21	09/17/24	\$ 714,347	\$ 714,347
Federal Home Loan Banks Notes		3130AV7L0	5.000%	03/03/23	02/28/25	\$ 1,263,658	\$ 1,263,658
Federal Home Loan Banks Notes		3130AWER7	4.625%	0/9/23	06/06/25	\$ 880,704	\$ 880,704
Fannie Mac Notes (Callable)		3134GXM35	3.600%	08/05/22	08/01/25	\$ 703,085	\$ 703,085
Federal Home Loan Banks Notes (Callable)		3130AN3T5	1.000%	03/23/21	03/23/26	\$ 682,446	\$ 682,446
Federal Home Loan Banks Notes (Callable)		3130ALGJ7	1.000%	03/23/21	03/23/26	\$ 1,411,004	\$ 1,411,004
Federal Home Loan Banks Notes (Callable)		3130ANCD0	1.110%	07/30/21	07/27/26	\$ 1,418,443	\$ 1,418,443
FFCB BONDS		3133EPSW6	4.500%	08/14/23	08/14/26	\$ 1,431,244	\$ 1,431,244
						\$ 9,838,091	\$ 9,838,091
Federal Agency Subtotal:							
Interest						\$	\$
Accrued Interest						\$ 410,786	\$ 410,786
Total Investments Held by Trustee -PFM Asset Management						\$ 72,360,454	\$ 72,360,454
Total Investments Held by Trustees						\$ 77,297,038	\$ 77,297,038

ITEM 4.4

**CITY MANAGER’S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: **SECOND READING AND ADOPTION OF ORDINANCE 24-453 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: **Waive Full Reading and Adopt Ordinance 24-453 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)**

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 24-453 entitled:

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)


SUMMARY:

On December 11, 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

12/26/23

Date

ORDINANCE NO. 24-453

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.

The Lathrop Police Department has obtained approval of the City of Lathrop 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 24-_____, 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

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ITEM 4.5

**CITY MANAGER’S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: SECOND READING AND ADOPTION OF ORDINANCE 24-454 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING TITLE 10, CHAPTER 10.24, SECTION 10.24.030 DESIGNATED NO PARKING AREAS OF THE LATHROP MUNICIPAL CODE

RECOMMENDATION: Waive Full Reading and Adopt Ordinance 24-454 Amending Title 10, Chapter 10.24, Section 10.24.030 Designated No Parking Areas of the Lathrop Municipal Code

RECOMMENDED ACTION:

The City Council to conduct a second reading and adopt Ordinance 24-454 entitled:

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

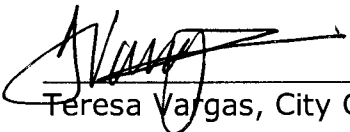
SUMMARY:

On December 11, 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

12/24/23

Date

ORDINANCE NO. 24-454

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.
<u>Crescent Moon Drive</u>	<u>North</u>	<u>Beginning at the centerline of McKee Boulevard, thence running easterly, an approximate distance of 50 feet.</u>
D'Arcy Parkway	North <u>Both</u>	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 400 250 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	<u>Beginning at the centerline of Crescent Moon Drive, thence running northerly and southerly an approximate distance of 85 feet.</u>
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: APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL IN WHEELING, WEST VIRGINIA

RECOMMENDATION: Adopt Resolution Authorizing Out of State Travel for the Parks and Recreation Director to Attend the National Recreation and Park Association, Revenue Development and Management School March 11-15, 2024, in Wheeling, West Virginia

SUMMARY:

In April of 2022, the Parks and Recreation Director was appointed to the National Recreation and Park Association, Revenue Development and Management School, Board of Regents. The Revenue Development and Management School is a comprehensive and unique professional development program focusing on proven revenue management and development techniques. It's targeted towards agencies that rely wholly or in part on generating revenues, such as organizations associated with state or local parks, recreation, leisure services, military recreation, and other nonprofits. Attendees learn best-practice techniques taught by practitioners who have demonstrated their efficacy and success within their own agencies. This school features thought-provoking sessions, best-in-practice trends, and a unique way to network and connect with Parks and Recreation professionals from across the Country. Serving on the Board of Regents is an initial three-year commitment, and this is year two of three. Staff is requesting Council approval of the attached resolution authorizing out-of-state travel.

BACKGROUND:

Established in 1965, the Revenue Development and Management School marked the inception of a national revenue education program and remains the sole Revenue School benefiting agencies that rely wholly or in part on generating revenues, such as state or local parks, recreation, leisure services, military recreation, and other nonprofits. Serving on the Board, each Regent helps organize, plan, and teach best-practice techniques to professionals from across the United States and Canada. Additionally, the school allows for our Parks and Recreation Director to immerse himself in an unparalleled learning experience, while engaging with fellow Board of Regents and accomplished professionals who are pioneers in Revenue Management and Development. Attendance will not only provide staff with current best practices, but it will also foster partnerships with fellow professionals and will assist our Parks and Recreation Department in the continued development of the community and sense of pride.

JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL IN WHEELING, WEST VIRGINIA

FISCAL IMPACT:

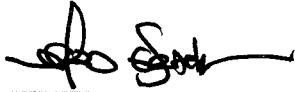
There is no cost to the City for the Parks and Recreation Director to attend the Revenue Development and Management School, other than staff time. As a Board of Regent, all travel and lodging are covered by the National Recreation and Park Association, Revenue Development and Management School.

ATTACHMENTS:

- A. Resolution to Authorize Out-of-State Travel to send the Parks and Recreation Director to the National Recreation and Park Association, Revenue Development and Management School in Wheeling, West Virginia

CITY MANAGER'S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVE OUT OF STATE TRAVEL AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL IN WHEELING, WEST VIRGINIA

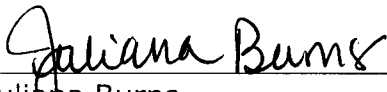
APPROVALS:



Todd Sebastian
Director of Parks and Recreation

12/26/23

Date



Juliana Burns
Director of Human Resources

12/27/2023

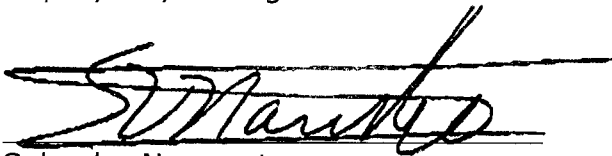
Date



Thomas Hedegard
Deputy City Manager

12/26/2023

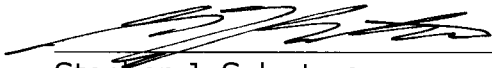
Date



Salvador Navarrete
City Attorney

1-2-2024

Date



Stephen J. Salvatore
City Manager

1/3/23

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO ATTEND THE NATIONAL RECREATION AND PARK ASSOCIATION, REVENUE DEVELOPMENT AND MANAGEMENT SCHOOL IN WHEELING, WEST VIRGINIA.

WHEREAS, the Parks and Recreation Director was appointed to the National Recreation and Park Association, Revenue Development and Management School, Board of Regents in April of 2022; and

WHEREAS, the National Recreation and Park Association, Revenue Development and Management School will provide the Parks and Recreation Director the opportunity to present thought-provoking education sessions, learn the newest and best in practice trends, network with fellow Board of Regents and accomplished professionals from across the Country, who are pioneers in Revenue Management and Development.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby authorize out-of-state travel for Parks and Recreation Director to attend the National Recreation and Park Association, Revenue Development and Management School, in Wheeling, West Virginia March 11-15, 2024.

The foregoing resolution was passed and adopted this 8th day of January 2024, 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



Revenue
Development
& Management
School



Revenue Development & Management School

MARCH 10 - 15, 2024

2024 Revenue Development and Management School

March 10 - 15, 2024
Oglebay Resort
Wheeling, West Virginia

The Revenue Development and Management School is a comprehensive and unique professional development program focusing on proven revenue management and development techniques. It's targeted towards agencies that rely wholly or in part on generating revenues, such as organizations associated with state or local parks, recreation, leisure services, military recreation and other nonprofits.

Participants will learn best-practice techniques taught by practitioners who have demonstrated their efficacy and success within their own agencies. These techniques provide tools and value for both you and your agency. Engage with experienced and dynamic professionals from across the United States and Canada, all within an environment that fosters interaction and the cultivation of professional resources.

Established in 1965 by Thomas Hines of NC State University, the School marked the inception of a national revenue education program. It remains the sole Revenue School benefiting from a University liaison provided by the esteemed North Carolina State University and The National Recreation and Park Association. The school is hosted at the picturesque Oglebay Resort & Conference Center in Wheeling, West Virginia.

Immerse yourself in an unmatched setting that complements an unparalleled learning experience. Engage with instructors who are pioneers in Revenue Management and Development. Join the ranks of accomplished professionals in our field who already recognize this as "the ultimate professional development opportunity in our profession."

First Year Curriculum

- Philosophy and Politics of Revenue Generation

Second Year Curriculum

- Strategic Planning
- Marketing Plans

- Philosophy Impacts on Cost-Recovery and Pricing
- Understanding the Big Financial Picture
- How a Budget is Born
- Speed Sessions
- Thinking Like an Entrepreneur
- Aligning Priorities and Performance
- Insights Into Your Customers' Needs, Wants & Values
- Creating Experiences That Reflect Today's Consumers
- Evaluating the Customer Experience
- Positioning and Marketing Your Organization and Service
- Working with Vendors, Contractors and Partners
- Monitoring & Managing Your Budget
- Spending and Saving Strategies to Make the Most of your Money
- DEI Session
- Know Your Numbers
- Business Plans
- Budgeting Models, Special Funds & Fees
- Financing
- Using Data To Improve Your Service and Operations
- Measuring Your Economic Impact
- Year 2 Team Project
- Revenue Generation: Parks & Facilities
- Revenue Generation: Events & Sponsorships
- Revenue Generation: Recreation Programs
- Fundraising, Grants, Other Revenue Opportunities
- Project Management
- Reflecting on Revenue School with a Real-Life Project

Tuition

NRPA Member Tuition - \$740.00 per person

Non-Member Tuition - \$790.00 per person

All Inclusive Package

**Member tuition, room, and meal package*

Lakeside Wing Rooms

\$2453.00 per person single occupancy

\$2035.50 per person double occupancy

West Wing Rooms

\$2352.20 per person single occupancy

\$1985.00 per person double occupancy

Byrd Wing Rooms

\$2291.75 per person single occupancy

\$1954.90 per person double occupancy

****Non-Members add \$50.00 to above package price per person***

NOTE: Double occupancy refers to two (2) people staying in the same room

**Package rate includes member tuition, 5 nights lodging, 5 buffet breakfasts, 4 buffet lunches, Sunday and Monday dinner buffet, Tuesday Fun Night/appetizers, continuous beverage breaks, beverage tickets, and Thursday Graduation Banquet, and all applicable taxes and fees.*

Scholarships

If you are interested in applying for a scholarship, please visit <https://forms.gle/rM7WCsXxdR6v3RCL6> The deadline to submit an application is September 15, 2023..

Transportation

For transportation to and from the Pittsburgh International Airport, please contact Airport Limo Service at **304-232-1175** or visit www.wheelinglimo.com.

School Itinerary

Sunday, March 10

5 p.m. | Registration

6 p.m. | Orientation/Dinner

Monday, March 11

8:15 a.m. | Classes Begin

6 p.m. | Networking Dinner

Tuesday, March 12

8:15 a.m. | Classes Begin

7 p.m. | Scholarship Fun Night

Wednesday, March 13

9 a.m. | Classes Begin

Thursday, March 14

8:15 a.m. | Classes Begin

6 p.m. | Graduation Dinner

Friday, March 15

Depart Oglebay

Registration

Date of Application *



Name *

First

Last

Pronoun *

She/Her He/Him They/Them Ze/Hir Not Applicable

Name as you wish to appear on your badge *

First

Last

Company/Agency *

Position Title *

Mailing Address *

Address Line 1

Address Line 2

City

State



Zip Code

Phone *

Cell Phone

IMPORTANT: Student Email *

Attending as: *

First Year Student Second Year Student

Your arrival date: *



Your departure date: *



If you would like to arrive early or extend your stay, the overnight room rate is \$149 plus applicable taxes and fees per room, per night. Please contact the Oglebay National Training Center at ntc@oglebay.com with any additional questions.

Would you like a roommate? *

Yes No

If sharing a room with a colleague, the Oglebay National Training Center must book your room accommodations for you. You will be contacted in regard to payment. Oglebay will NOT assign you a roommate.

Do you require special accommodations? *

If yes, explain:

Yes No

Do you require a special diet? *

If yes, explain:

Yes No

Additional Comments:



Member/Non-Member *



Room & Board *



**Package rate includes member tuition, 5 nights lodging, 5 buffet breakfasts, 4 buffet lunches, Sunday and Monday dinner buffet, Tuesday Fun Night/appetizers, continuous beverage breaks, beverage tickets, and Thursday Graduation Banquet, and all applicable taxes and fees.*

NOTE: The entire package amount will be charged on receipt of form.

Please select your method of payment: *

Credit Card Purchase Order Check

If paying by **check** or **purchase order**, the Oglebay National Training Center must book your room accommodations for you. You will be contacted in regard to payment.

If paying with a **credit card**, please reserve your hotel accommodations when you receive your student registration notification. A link is provided for your convenience.

School Cancellation Policy:

Cancellations up to 30 days prior to the school will result in a \$100 cancellation fee. A 50% refund of registration fees will be issued if cancellation is made 7 to 30 days prior. No refund will be issued for cancellations made within 7 days prior to the school.

Questions? Call 304-243-4126 or Email ntc@oglebay.com

Submit

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ITEM 4.7

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **APPROVE OUT OF STATE TRAVEL FOR ONE ISD ENGINEER TO ATTEND THE CISCO LIVE CONFERENCE**

RECOMMENDATION: **Adopt a Resolution Approving Out Of State Travel for ISD Engineer to Attend the Cisco Live Conference in Las Vegas, Nevada From June 2-6, 2024**

SUMMARY:

Cisco Live is an ideal conference for Cisco customers to come together and learn about new products and technical advances. This technical experience will feature innovations in networking, cybersecurity, and collaboration. As technology changes rapidly, it is critical that City staff stay up to date on the latest developments and understand how to properly utilize the integrated technology. Having the required certifications is essential for supporting the infrastructure, and this conference qualifies for certification credits and a certification test valued at \$400. City Engineers learn from other organizations about their practices in different environments, enhancing their ability to optimize the City's network infrastructure and cybersecurity.

This out-of-state conference aligns with the goals of enhancing the City's Cybersecurity posture while utilizing the latest technology to mitigate potential threats and malicious activities in the City's network systems. Staff is requesting City Council approval for out-of-state travel, enabling City staff to attend Cisco Live in Las Vegas, Nevada, from June 2nd through June 6th, 2024, with an estimated cost of \$3,750.

BACKGROUND:

Cisco Live is an ideal conference for Cisco customers to come together and learn about new products, technical advances, and the sharing of knowledge. This IT experience will feature new innovations in networking, security, and collaboration. Technology changes very fast, and it is critical that City Engineers stay up to date on the latest developments in technology, how to properly utilize the technology, as well as the certification needed to work with the network equipment. City staff will learn from other organizations about what they are doing in their environments and how to better optimize the City's infrastructure.

APPROVE OUT OF STATE TRAVEL FOR ONE ISD ENGINEER TO ATTEND THE CISCO LIVE CONFERENCE

Cisco Live will feature break-out sessions and labs related to the different hardware and software they offer, as well as implementation, troubleshooting, Cybersecurity, and deployment-specific sessions. Staff will greatly benefit from the information sharing and training during this conference, which will qualify for certification credit required to allow staff to work with the equipment, software, and Cybersecurity components used in the City's infrastructure. Engineers attending will receive a free certification exam related to Cisco products, valued at \$400 for the required certification.

Staff is requesting for City Council to approve the out-of-state travel for City staff to attend the Cisco Live in Las Vegas, Nevada from June 2nd through June 6th, 2024, in the estimated amount of \$3,750.

REASON FOR RECOMMENDATION:

This out-of-state conference is recommended as it aligns with the city's objectives to bolster its cybersecurity posture by leveraging cutting-edge technology, enhancing the safety of the city's network systems against potential threats and malicious activities. Additionally, attendance supports the certification requirements for our engineers, enabling them to effectively support and implement Cisco technologies.

FISCAL IMPACT:

There are sufficient funds within the GL 1010-17-20-435-20-00 for this training and travel in the amount of \$3,750.

ATTACHMENTS:

- A. A Resolution Approving Out Of State Travel for City Staff to Attend the Cisco Live Conference in Las Vegas, Nevada From June 2-6, 2024

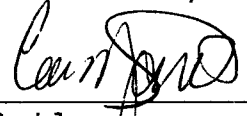
APPROVE OUT OF STATE: TRAVEL FOR CITY STAFF TO ATTEND THE CISCO
LIVE CONFERENCE

APPROVALS:



Tony Fernandes
Information Systems Director

1-3-2024
Date



Cari James
Finance Director

1/3/2024
Date



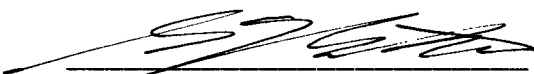
Michael King
Assistant City Manager

1-3-2024
Date



Salvador Navarrete
City Attorney

1/3/2024
Date



Stephen J. Salvatore
City Manager

1/4/24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE OUT-OF-STATE TRAVEL TO ATTEND THE CISCO LIVE CONFERENCE IN LAS VEGAS, NEVADA FROM JUNE 2 – 6, 2024

WHEREAS, Cisco Live is an ideal conference for Cisco customers to come together and learn about new products and technical advances; and

WHEREAS, this technical experience will feature innovations in networking, cybersecurity, and collaboration; and

WHEREAS, City Engineers learn from other organizations about their practices in different environments, enhancing their ability to optimize the City's network infrastructure and cybersecurity; and

WHEREAS, this out-of-state conference aligns with the goals of enhancing the City's Cybersecurity posture while utilizing the latest technology to mitigate potential threats and malicious activities in the City's network systems; and

WHEREAS, attendance supports the certification requirements for our engineers, enabling them to effectively support and implement Cisco technologies; and

WHEREAS, staff is requesting City Council approval for out-of-state travel, enabling City staff to attend Cisco Live in Las Vegas, Nevada, from June 2nd through June 6th, 2024, with an estimated cost of \$3,750; and

WHEREAS There are sufficient funds within the GL 1010-17-20-435-20-00 for this training and travel.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby approve the out-of-state travel to attend the Cisco Live Conference in Las Vegas, Nevada from June 2nd through June 6th , 2024.

The foregoing resolution was passed and adopted this 8th day of January 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

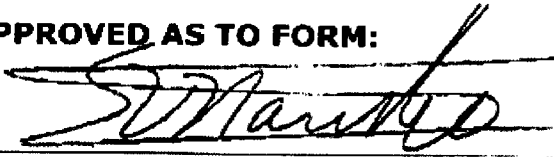
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Registration Packages

Review the package prices and types to prepare for Cisco Live in Las Vegas. Registration opens January 2024.

[Package Prices](#)
[Package Highlights](#)
[Add-ons](#)
[Labs & Seminars](#)
[Purchases & Payments Policy](#)
[Learning Credits](#)
[Cancellations](#)

Package Prices

	Advance Purchase by May 6, 2024	Standard May 7-31, 2024	Onsite June 1-6, 2024	Cisco Learning Credits*
Full Conference Participate in all Cisco Live has to offer.	\$2,595	\$2,795	\$2,995	30
Full Conference PLUS New Bundle! Save \$100 on a Full Conference package and one Technical Seminar.	\$3,090 <i>Available for a limited time only. Purchase by April 15.</i>			35 Available until April 15.
IT Leadership Tailored for IT leaders looking to grow business and technical skills.	\$2,995	\$3,195	\$3,395	34
Explorer Connect with peers, attend select sessions, and join the fun of Cisco Live.	\$725	\$795	\$825	8

*Cisco Learning Credits (CLCs) are only for Cisco customers and partners and their respective employees to use. Questions contact the Learning_Credit_Team.

Cisco Live will include a global broadcast for our remote attendees. Details will be announced in early 2024.



	Full Conference	Full Conference PLUS	IT Leadership	Explorer
Keynotes	✓	✓	✓	✓
World of Solutions	✓	✓	✓	✓
Cisco Live Celebration	✓	✓	✓	✓
Technical Breakout Sessions	✓	✓	✓	✗
IT Leadership Sessions	✗	✗	✓	✗
Complimentary Certification Exam*	✓	✓	✓	✗
Technical Seminar	✗	✓	✗	✗
Meals (Continental Breakfast & Lunch)	✓	✓	✓	✓
Cisco Live Backpack and Special Edition T-Shirt	✓	✓	✓	✗

Add-ons



Labs and Seminars

Lab and Seminar sessions offer in-depth technical training with Cisco experts. These sessions can be added to any Cisco Live package.

<p>4-hour Technical Seminar Scheduled only on Sunday, June 2. Cost: \$595 or 6 Learning Credits</p>	<p>4-hour Instructor-led Lab Scheduled throughout the week, Sunday, June 2 through Thursday, June 6. Cost: \$695 or 8 Learning Credits</p>
---	--

Session scheduling opens in February 2024.



Guest Party Pass

Add this pass to bring a guest to join the fun. It can be added to any Cisco Live package and must be purchased by a Cisco Live registrant.

A Guest Party Pass includes:

1. Entry to the Wednesday evening Cisco Live Celebration as a guest of a Cisco Live attendee
2. Entry to the CCIE party as a guest of an eligible CCIE party attendee

Cost: \$245 (Learning Credits cannot be applied)

*Purchase by June 4, 2024.
Guests must be 21 years of age or older.*

ITEM: **APPROVE A RESOLUTION AUTHORIZING SUBMITTAL OF CALRECYCLE INDIVIDUAL GRANT APPLICATIONS FOR WHICH THE CITY OF LATHROP IS ELIGIBLE FOR, FIVE YEARS FROM THE DATE OF THE ADOPTED RESOLUTION, NO LATER THAN JANUARY 8, 2029**

RECOMMENDATION: **Adopt a Resolution of the City of Lathrop Authorizing Submittal of Individual Grant Applications with CalRecycle for All Grant Programs for which the City of Lathrop is Eligible for, Five Years from the Date of the Adopted Resolution, No Later Than January 8, 2029**

SUMMARY:

City staff looks to identify ways to additionally fund recycling opportunities within the City of Lathrop. The Department of Resources Recycling and Recovery (CalRecycle) offers grants to comply with state mandates to reduce, recycle and reuse. CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants. Staff is requesting Council approval of the attached resolution authorizing submittal of individual grant applications for all grant programs for which the City of Lathrop is eligible for a period of five years. However, staff will be required to return to Council to accept award of funds received.

BACKGROUND:

Public Resources Code section 48000 et seq. authorizes CalRecycle to administer various grant programs in furtherance of the State of California's efforts to reduce, recycle, and reuse solid waste generated in the state, thereby preserving landfill capacity, and protecting public health and safety and the environment. In furtherance of this authority, CalRecycle is required to establish procedures governing the application, awarding, and management of the grants. CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**APPROVE A RESOLUTION AUTHORIZING SUBMITTAL OF CALRECYCLE
INDIVIDUAL GRANT APPLICATIONS FOR WHICH THE CITY OF LATHROP IS
ELIGIBLE FOR, FIVE YEARS FROM THE DATE OF THE ADOPTED
RESOLUTION, NO LATER THAN JANUARY 8, 2029**

RECOMMENDATION:

Adopt a Resolution to authorize City Manager or designee to submit applications to CalRecycle for all grants for which the City of Lathrop is eligible and the City Manager, or their designee, is hereby authorized and empowered to execute in the name of the City of Lathrop all grant documents, including but not limited to, applications, agreements, amendments, and requests for pay for a period of five years from the date of adoption.

FISCAL IMPACT:

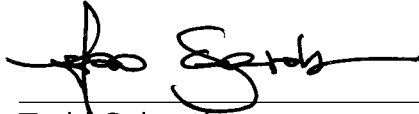
None.

ATTACHMENT:

- A. Resolution of the City of Lathrop Authorizing Submittal of Individual Grant Applications for All Grant Programs for which the City of Lathrop is Eligible

CITY MANAGER'S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVE A RESOLUTION AUTHORIZING SUBMITTAL OF ALL INDIVIDUAL
GRANT APPLICATIONS FOR WHICH THE CITY OF LATHROP IS ELIGIBLE
FOR FIVE YEARS FROM THE DATE OF ADOPTION

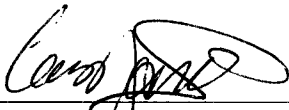
APPROVALS:



Todd Sebastian
Director of Parks and Recreation

1.2.24

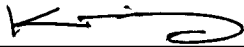
Date



Cari James
Director of Finance

1/2/2024

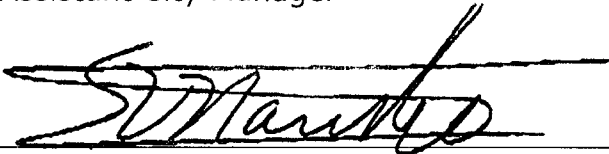
Date



Michael King
Assistant City Manager

1-2-2024

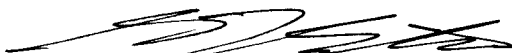
Date



Salvador Navarrete
City Attorney

1-2-2024

Date



Stephen J. Salvatore
City Manager

1/3/23

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING SUBMITTAL OF CALRECYCLE INDIVIDUAL GRANT APPLICATIONS FOR WHICH THE CITY OF LATHROP IS ELIGIBLE FOR, FIVE YEARS FROM THE DATE OF THE ADOPTED RESOLUTION, NO LATER THAN JANUARY 8, 2029

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

WHEREAS, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the City of Lathrop authorizes the submittal of applications by the City Manager or his/her designee to CalRecycle for all grants for which City of Lathrop is eligible; and

BE IT FURTHER RESOLVED that the City Manager, or his/her designee, is hereby authorized and empowered to execute in the name of the City of Lathrop all grant documents, including but not limited to, applications, agreements, amendments, and requests for payment, necessary to secure grant funds and implement the approved grant project; and

BE IT FURTHER RESOLVED that these authorizations are effective for five years from the date of adoption of this resolution.

The foregoing resolution was passed and adopted this 8th day of January 2024, by the following vote:

AYES:

NOES:

ABSENT:

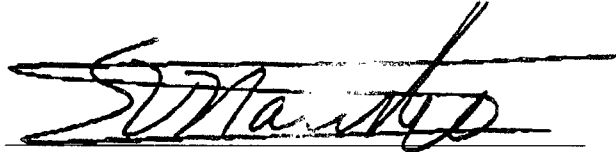
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



Salvador Navarrete, City Attorney

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ITEM 4.9

**CITY MANAGER’S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING**

ITEM: APPROVE PROJECT FUNDING AGREEMENT WITH LATHROP MOSSDALE INVESTORS, LP ASSOCIATED WITH CIP WW 20-17, SURFACE WATER DISCHARGE, AND APPROVE A QUITCLAIM DEED TO TRANSFER OWNERSHIP OF REAL PROPERTY TO K. HOVNANIAN HOMES

RECOMMENDATION: Adopt Resolution Approving a Project Funding Agreement with Lathrop Mossdale Investors, LP associated with CIP WW 20-17, Surface Water Discharge and Approve a Quitclaim Deed to Transfer Ownership of Real Property (APN: 191-190-32) to K. Hovnanian Homes

SUMMARY:

On January 27th, 2003, Council approved the Vesting Tentative Map (VTM) for Tract 3225 (Tract 3225) by Resolution No. 03-1382. The developer, Lathrop Mossdale Investors, LP (LMI), was required, in the City Manager’s Report for the approval of Tract 3225 (CMR), to use the Low Density Residential area (S1) of Tract 3225 as recycled water storage ponds (Pond) until a river discharge permit was obtained from the Regional Water Quality Control Board (RWQCB).

Pursuant to the approval for Tact 3225, LMI transferred title to Pond (S1), as depicted in Attachment “B”, and retained a reversionary right to regain title to the land when it is no longer needed by the City as a storage pond. The conditions of approval for Tract 3225 also specify that final maps for Pond S1 cannot be approved until alternative disposal area can be found for the Pond.

LMI has agreed to fund a portion of the Surface Water Discharge Project (Project) in the amount of \$975,035 for the pro-rata share of the S1 pond to replace the disposal capacity provided by the S1 pond in the amount of 224,580 gallons per day as detailed in the Project Funding Agreement for the City’s Project Costs Related to the Surface Water Discharge Project CIP WW 20-17 (Funding Agreement), included as Attachment “D”. The City has now received the permit from RWQCB to discharge highly treated wastewater into the San Joaquin River and the Surface Water Discharge Project (Project) is operational. LMI has requested that the City Council find that the S1 Pond site is no longer needed by the City for storage and transfer the S1 Pond site to K. Hovnanian Homes for future development.

Staff requests Council approve the Funding Agreement with LMI and a Quitclaim deed, included as Attachment “E”, to transfer ownership of real property (APN: 191-190-32) to K. Hovnanian Homes upon receipt of funds for pro-rata share of the Project.

CITY MANAGER'S REPORT **PAGE 2**
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PROJECT FUNDING AGREEMENT WITH LATHROP MOSSDALE
INVESTORS, LP ASSOCIATED WITH CIP WW 20-17, SURFACE WATER
DISCHARGE, AND APPROVE A QUITCLAIM DEED TO TRANSFER OWNERSHIP
OF REAL PROPERTY TO K. HOVNANIAN HOMES

BACKGROUND:

On January 27th, 2003, Council and Planning commission approved the Mossdale Landing Project entitlements, which included the compliance with California Environmental Quality Act (CEQA) and adoption of Urban Design Concept (UDC), VTM for Tract 3142, VTM for Tract 3225, included as Attachment "C", and a Development Agreement for the Mossdale Landing Project (DA).

The UDC outlined the need for Ponds for the Mossdale Landing Project. Wastewater treated at the Consolidated Treatment Facility (CTF) would be sent back to the Mossdale Landing Area and stored in the Ponds until the water was used for landscape irrigation.

LMI has agreed to fund a portion of the Surface Water Discharge Project (Project) in the amount of \$975,035 for the pro-rata share of the S1 pond to replace the disposal capacity provided by the S1 pond in the amount of 224,580 gallons per day as detailed in the Project Funding Agreement for the City's Project Costs Related to the Surface Water Discharge Project CIP WW 20-17 (Funding Agreement), included as Attachment "D". The City has now received the permit from RWQCB to discharge highly treated wastewater into the San Joaquin River and the Surface Water Discharge Project (Project) is operational. LMI has requested that the City Council find that the S1 Pond site is no longer needed by the City for storage and transfer the S1 Pond site to K. Hovnanian Homes for future development.

As a precondition to record the Quit Claim Deed, LMI must satisfy the Escrow Instructions, included as Attachment "F", by depositing the necessary sums to complete payment of the their share of the Project and providing required documents.

REASON FOR RECOMMENDATION:

LMI has agreed to pay the Pond S1 share of the Surface Water Discharge Project and has requested the City transfer the Pond S1 site to K.Hovnanian Homes upon LMI's deposit of \$975,035. K Hovnanian Homes plans to develop the land into 66 single family homes.

FISCAL IMPACT:

There is no cost to the City to execute the deed. Savings should be expected due to a decrease in maintenance costs for Pond S1. All costs for City staff time will be paid by LMI.

JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

APPROVE PROJECT FUNDING AGREEMENT WITH LATHROP MOSSDALE INVESTORS, LP ASSOCIATED WITH CIP WW 20-17, SURFACE WATER DISCHARGE, AND APPROVE A QUITCLAIM DEED TO TRANSFER OWNERSHIP OF REAL PROPERTY TO K. HOVNANIAN HOMES

ATTACHMENTS:

- A. Resolution Approving a Project Funding Agreement with Lathrop Mossdale Investors, LP Associated with CIP WW 20-17, Surface Water Discharge, and a Quitclaim Deed to Transfer Ownership of Real Property (APN: 191-190-32) to K. Hovnanian Homes
- B. Vicinity Map of Ponds S1
- C. Vesting Tentative Map - Tract 3225
- D. Project Funding Agreement for the City's Project Costs Related to the Surface Water Discharge Project CIP WW 20-17
- E. Draft Quitclaim Deed from City to K. Hovnanian Homes
- F. Escrow Instructions for Recordation of Quitclaim Deed

CITY MANAGER'S REPORT **PAGE 4**
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
APPROVE PROJECT FUNDING AGREEMENT WITH LATHROP MOSSDALE
INVESTORS, LP ASSOCIATED WITH CIP WW 20-17, SURFACE WATER
DISCHARGE, AND APPROVE A QUITCLAIM DEED TO TRANSFER OWNERSHIP
OF REAL PROPERTY TO K. HOVNANIAN HOMES

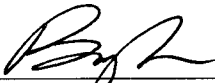
APPROVALS



Bellal Nabizadah
Assistant Engineer

12/21/23

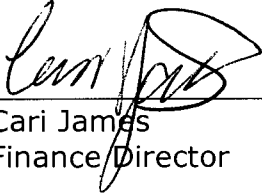
Date



Brad Taylor
City Engineer

12/21/2023

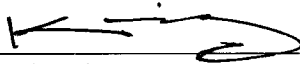
Date



Cari James
Finance Director

12/21/2023

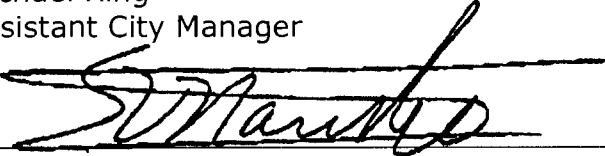
Date



Michael King
Assistant City Manager

12.26.2023

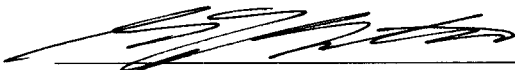
Date



Salvador Navarrete
City Attorney

12/21/2023

Date



Stephen J. Salvatore
City Manager

1/3/23

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING A PROJECT FUNDING AGREEMENT WITH LATHROP MOSSDALE INVESTORS, LP ASSOCIATED WITH CIP WW 20-17, SURFACE WATER DISCHARGE, AND A QUITCLAIM DEED TO TRANSFER OWNERSHIP OF REAL PROPERTY (APN: 191-190-32) TO K. HOVNIANIAN HOMES

WHEREAS, on January 27th, 2003, Council and Planning commission approved the Mossdale Landing Project entitlements, which included the compliance with California Environmental Quality Act (CEQA) and adoption of Urban Design Concept (UDC), Vesting Tentative Map (VTM) for Tract 3142, VTM for Tract 3225 (Tract 3225) included as Attachment "C" to the City Manager's Report, and the Development Agreement for the Mossdale Landing Project (DA); and

WHEREAS, the UDC outlined the need for recycled water storage ponds (Ponds) for the Mossdale Landing Project. Wastewater that has been treated at the Consolidated Treatment Facility (CTF) would be sent back to the Mossdale Landing Area and stored in the Ponds until the water was used for landscape irrigation; and

WHEREAS, Lathrop Mossdale Investors, LP (LMI), the developer for Tract 3225, has agreed to fund a portion of the Surface Water Discharge Project (Project) in the amount of \$975,035 for the pro-rata share of the S1 pond to replace the disposal capacity provided by the S1 pond in the amount of 224,580 gallons per day as detailed in the Project Funding Agreement for the City's Project Costs Related to the Surface Water Discharge Project CIP WW 20-17 (Funding Agreement), included as Attachment "D" to the City Manager's Report that accompanied this Resolution; and

WHEREAS, the City has now received the permit from RWQCB to discharge highly treated wastewater into the San Joaquin River and the Surface Water Discharge Project (Project) is operational; and

WHEREAS, LMI has requested that the City Council find that the S1 Pond site is no longer needed by the City for storage and transfer the S1 Pond site to K. Hovnianian Homes for future development; and

WHEREAS, as a precondition to record the Quit Claim Deed, LMI must satisfy the Escrow Instructions, included as Attachment "F", by depositing the necessary sums to complete payment of the their share of the Project and providing required documents; and

WHEREAS, staff recommends Council approve the Project Funding Agreement for CIP WW 20-17, Surface Water Discharge, and the proposed Quitclaim Deed to transfer ownership of real property (APN 191-190-32) to K. Hovnianian Homes upon deposit of \$975,035 by LMI.

NOW, BE IT RESOLVED, by the City Council of the City of Lathrop does hereby approve the Project Funding Agreement with LMI for CIP WW 20-17, Surface Water Discharge, included as Attachment "D" to the City Manager's Report that accompanied this Resolution; and

BE IT FURTHER RESOLVED, by the City Council of the City of Lathrop does hereby approve the use of the funding amount of \$975,035 towards the Project, therefore, LMI is entitled to request the City to transfer S1 pond site to its designee, K. Hovnanian Homes; and

BE IT FURTHER RESOLVED, by the City Council of the City of Lathrop does hereby authorize the City Manager to execute the proposed Quitclaim Deed to transfer ownership of the S1 Pond site to K. Hovnanian Homes, included as Attachment "E" to the City Manager's Report that accompanies this Resolution.

PASSED AND ADOPTED by the City Council of the City of Lathrop this 8th day of January 2024 by the following vote:

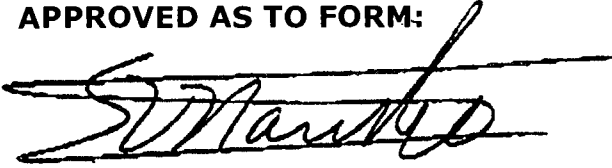
- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas
City Clerk

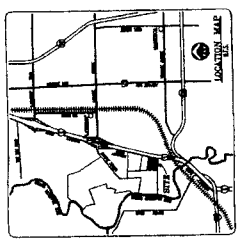
APPROVED AS TO FORM:



Salvador Navarrete
City Attorney

Attachment "B"
Vicinity Map for S1





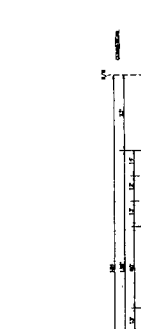
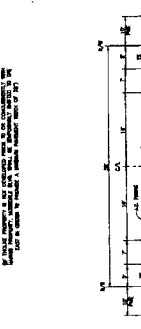
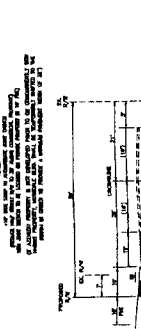
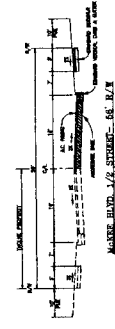
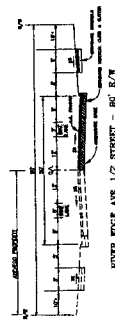
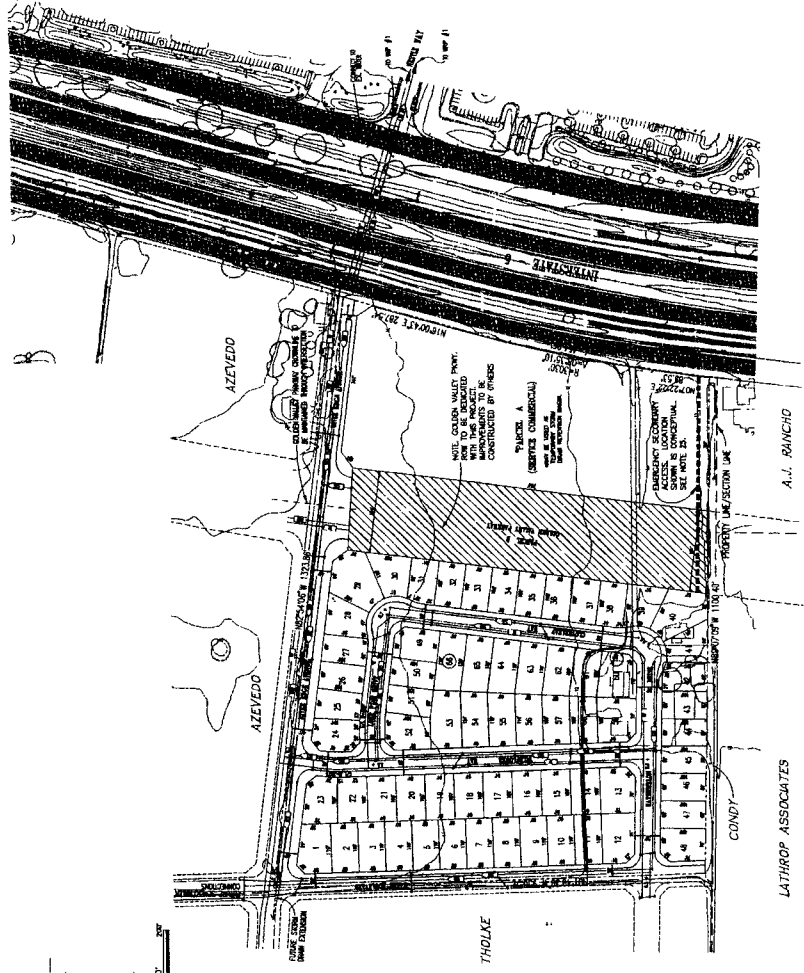
TENTATIVE MAP NOTES:

- 1) ALL UTILITIES TO BE SHOWN AS THEY EXIST OR AS THEY ARE TO BE LOCATED BY THE CITY ENGINEER.
- 2) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
- 3) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
- 4) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
- 5) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
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- 27) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
- 28) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
- 29) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.
- 30) ALL EXISTING UTILITIES TO BE DELETED FROM THE MAP UNLESS OTHERWISE NOTED.



PROPOSED LAND USE SUMMARY

PANEL	LAND USE	AREA (AC)
A	SERVICE COMMERCIAL	5.82 AC
B	SENIOR VALLEY PARKWAY	3.37 AC
C	LOW DENSITY RESIDENTIAL (8000 SF MIN.)	13.83 AC
TOTAL		23.02 AC



PREPARED UNDER THE SUPERVISION OF

DATE

**PROJECT FUNDING AGREEMENT BY AND BETWEEN THE CITY OF LATHROP,
A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA AND
LATHROP MOSSDALE INVESTORS LP FOR
THE CITY'S PROJECT COSTS RELATED TO THE
SURFACE WATER DISCHARGE PROJECT CIP WW 20-17**

This Project Funding Agreement (the "Agreement") is made and entered into this ____ day of January, 2024 ("Execution Date"), by and between the CITY OF LATHROP, a municipal corporation (hereinafter "CITY") and Lathrop Mossdale Investors LP, a California limited partnership (hereinafter "DEVELOPER"). The CITY and DEVELOPER are referred to herein individually as "party" and collectively as the "parties." The Effective Date shall be the date upon which both DEVELOPER and CITY execute this Agreement.

RECITALS

- A. CITY currently operates the Lathrop Consolidated Treatment Facility ("LCTF"). CITY, DEVELOPER, and the Other Developers have modified the LCTF and constructed a pipeline to dispose of highly treated effluent ("Recycled Water") from the LCTF via a surface water discharge to the San Joaquin River (the "River"). This included acquisition of a National Pollutant Discharge Elimination System ("NPDES") permit from the Central Valley Regional Water Quality Control Board ("CVRWQCB") plus permits from several other State of California and Federal agencies to construct the pipeline.
- B. The Surface Water Discharge Project CIP WW 20-17 (the "Project") was designed to deliver recycled water to the River and included the construction of improvements at the LCTF to dechlorinate the recycled water, construction of a pipeline from the LCTF to and over the River levee, and construction of an outfall structure within the River.
- C. As a condition of receiving the NPDES permit, the RWQCB will require CITY to maximize use of recycled water for urban irrigation, including parks and street landscaping. The Project costs therefore include the cost of permanent storage ponds to allow the recycled water system to operate when the city is built-out. This Agreement was created because DEVELOPER requested CITY to deed the Pond S1 parcel, as described in Exhibit B ("Pond S1"), to DEVELOPER's authorized designee, K. Hovnanian Homes Northern California, Inc., a California corporation ("Hovnanian"), in exchange for DEVELOPER funding the Pond S1 share of the Project. If DEVELOPER chooses to not pay the Pond S1 share of the Project, Pond S1 will be retained by the City for continued use in the Project until such time as DEVELOPER pays their share of the Project.
- D. Once DEVELOPER'S S1 Pond share of the Project Costs (as defined below) have been paid by DEVELOPER in accordance with Exhibit A, then development within the S1 Pond parcel shall not pay any future wastewater disposal fees or charges towards the Project on future building permits to the extent DEVELOPER acquires and retains surface water discharge disposal capacity with this Agreement.

- E. CITY, with funding from CITY sewer connection fees, contracted for the design, permitting and construction of the Project. The cost for this work, as detailed in Section 2 of this Agreement, comprises the total funding obligation of all stakeholders participating in the Project.
- F. DEVELOPER, as well as the other stakeholders who have requested capacity in the Project, is required to fund their pro-rata share of the design, permitting, program management, CEQA preparation and construction as detailed in the attached Exhibit A and under the terms and conditions of this Agreement.
- G. CITY has already completed construction of the Project, and CITY has temporarily advanced DEVELOPER's share of Project Costs. DEVELOPER's full payment of DEVELOPER's pro-rata Project Costs for Pond S1 shall be placed in escrow with First American Title Company ("Escrow") with Quit Claim deed attached hereto as Exhibit C (the "Deed") from the City to Hovnanian with irrevocable escrow instructions attached hereto as Exhibit D (the "Escrow Instructions") for the S1 Pond parcel after City Council approval of this Agreement.
- H. CITY has been given approval to operate the Project by CVRWQCB, and the CVRWQCB waste discharge permit has been amended to remove the need for certain storage ponds and spray fields as noted in Exhibit A, and allowing the ponds and spray fields to be used for development purposes. Once DEVELOPER deposits its share of the Pond S1 Project Costs into Escrow, Escrow will record the Deed in accordance with the Escrow Instructions.
- I. If the closing occurs between DEVELOPER and Hovnanian as set forth in the Escrow Instructions, then any costs required to remove constructed facilities on S1 Pond will be paid solely by Hovnanian; provided, however, if the closing between DEVELOPER and Hovnanian fails to occur, then Hovnanian shall have no obligation to pay any costs arising under this Agreement. Pond S1 will be transferred in "As Is" condition.

NOW THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, CITY and DEVELOPER hereby agree as follows:

AGREEMENT

- 1. Incorporation of Recitals. The parties agree that the foregoing Recitals are true and correct, and are incorporated as a part of this Agreement as if set forth in full herein.
- 2. Pond S1 Pro-Rata Share. DEVELOPER agrees to provide Nine Hundred Seventy-Five Thousand, Thirty-Five Dollars and Zero Cents (\$975,035.00) in Escrow as the Pond S1 pro-rata share of the total Project Costs as detailed in Exhibit A. This amount must be provided in Escrow after City Council approval of this Agreement. If Council rejects this Agreement, the deposited Pond S1 pro-rata share of total Project Costs will be returned to DEVELOPER.

3. Default.

- a. If any party materially breaches or fails to comply with any of its obligations under this Agreement, such breaching party shall have thirty (30) days after receipt of written notice of breach from a non-defaulting party (the "Breach Notice") to cure such breach or noncompliance (as such period may be extended as set forth below, the "Cure Period"). If such breaching party does not cure such breach or noncompliance within the Cure Period, it shall be deemed in default ("Default") under this Agreement; provided, however, that if the nature of the breach or noncompliance reasonably requires more than thirty (30) days to cure, the breaching party shall not be in Default under this Agreement so long as the breaching party commences such cure within the Cure Period and diligently prosecutes such cure, and provided further that the Breach Notice shall set forth in reasonable detail the nature of the breach, noncompliance or default, as the case may be.
 - b. Subject to the provisions of Section 4(c) below, upon a Default pursuant to Section 4(a), the parties shall first mediate the dispute in good faith using a mutually acceptable mediator, which mediation shall be scheduled and concluded not later than 60 days after expiration of the Cure Period. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Claims, controversies or disputes not resolved by mediation shall be decided by binding arbitration unless the parties mutually agree otherwise. Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and the American Arbitration Association. Notwithstanding the foregoing, any party may seek injunctive or other immediate equitable relief, if applicable, in a court of law, pending resolution of the dispute through mediation or arbitration.
 - c. Notwithstanding the foregoing, in the event of a payment default hereunder that is not cured within ten (10) business days after any DEVELOPER's receipt of a Breach Notice from CITY:
 - (i) CITY may immediately suspend such Developer's ability to use its discharge capacity; and
 - (ii) CITY may sell such Developer's discharge capacity to repay Developers that funded the Project Costs.
5. Counterparts. This Agreement may be executed in counterparts, including electronic (pdf) and facsimile counterparts, each of which shall be considered an original and all of which together shall be considered the same document.
6. Advice of Counsel. Each of the parties has received the advice of legal counsel prior to signing this Agreement. Each party acknowledges no other party or agent or attorney has made a promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter herein to induce another party to execute this Agreement. The parties agree no provision or provisions may be subject to any rules of construction based upon any party being considered the party drafting this Agreement.
7. Governing Law. The validity, interpretation and effect of this Agreement are governed by and shall be construed in accordance with the laws of the State of California.

8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable but the remainder of the Agreement can be enforced without failure of material consideration to any party, then this Agreement shall not be affected and it shall remain in full force and effect. If, however, the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, all parties shall meet and negotiate in good faith not less frequently than every ten (10) days and formulate new terms that substitute the stricken clause with other provisions that provide substantially similar terms as the stricken clause. If the parties are unable to agree, then the parties shall resolve the issues through mediation as set forth in Section 11.b.

9. Authorization. Without any personal liability therefor, each person executing this Agreement on behalf of the applicable party hereto warrants that (i) such party is duly organized and existing, (ii) such person has been duly authorized to execute and deliver this Agreement on behalf of the applicable party, (iii) the execution of this Agreement by such person shall bind the applicable party to the terms of this Agreement, and (iv) to such person's knowledge, the execution of this Agreement does not violate any agreement as to which such party is bound. CITY represents and warrants that CITY has obtained any necessary approvals to execute this Agreement and be bound by the terms hereof.

10. Other Agreements Not Affected. This Agreement constitutes the entire agreement between the parties hereto with respect to the Project Costs and supersedes all prior understandings or agreements with respect to the subject matter hereof. This Agreement may be modified only by specific reference describing a mutual intent and agreement to amend this Agreement in written documents signed by all parties hereto.

11. Notices. All notices which are allowed or required to be given hereunder shall be in writing and (i) shall be deemed given and received when personally delivered or (ii) shall be deemed given when the same are deposited in the United States Mail, with sufficient postage prepaid, to be sent by registered or certified mail or overnight mail service, addressed to the designated person by one party to another in writing, and shall be deemed received on the fourth business day after such mailing. Any notice shall be given to all of the following:

CITY
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330
 Attn. City Manager
 With a copy to:
 City of Lathrop
 390 Towne Centre Drive
 Lathrop, CA 95330
 Attn: City Attorney

DEVELOPER
 Lathrop Mossdale Investors, LP
 1480 Moraga Road, STE C #421
 Moraga, CA 94556
 Attn: Bruce Myers

12. Further Assurances. The parties agree to perform such further acts and to execute and deliver such further instruments as are reasonably necessary to accomplish the intent and purpose of this Agreement.
13. Assignment and Transfer. This Agreement shall inure to the benefit of and bind the successors and permitted assigns of the parties. Except for an assignment to an Affiliate (defined below) of a Developer, no Developer may assign this Agreement without the prior written consent of CITY, which shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, prior to any Developer assignment, (i) the assigning Developer shall notify CITY of the proposed assignment and provide reasonable information to CITY regarding the proposed assignee and (ii) any potential assignee must reasonably demonstrate to the CITY's satisfaction that the proposed assignee has the financial ability and experience to fulfill the assigning Developer's obligations under this Agreement. Any Developer may assign this Agreement to an Affiliate, with notice to the other parties hereto. As used herein, the term "Affiliate" means any person, entity or organization as to which any Developer has a controlling interest. As used herein, "controlling interest" means the right to control the management decisions of such person or entity, whether by contract or otherwise.
14. Time of the Essence. Time is of the essence of this Agreement.
15. Construction. All parties have been represented by counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision(s) to which they pertain.
16. No Joint Venture or Partnership. Nothing in this Agreement or in any document executed in connection with this Agreement shall be construed as creating a joint venture, partnership, or any agency relationship between CITY and DEVELOPER or all Developers.
17. Waiver. No waiver of any provision of this Agreement shall be effective unless such waiver is in writing and signed by a duly authorized representative of the party against whom enforcement is sought.
18. Table of Exhibits. The following exhibits are attached hereto and made a part hereof:
 - Exhibit A: Discharge Capacities, Project Costs, Reimbursements, Developer's Share and Land Available for Return to Developers
 - Exhibit B: Legal Description of Property to be Deeded to Developer
 - Exhibit C: Quitclaim Deed
 - Exhibit D: Escrow Instructions

[signatures on following pages]

In witness whereof, the CITY and DEVELOPER have executed this Agreement as of the date first written above.

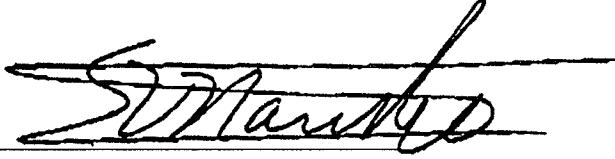
CITY OF LATHROP,
a Municipal Corporation of the State of California

BY: _____
Stephen J. Salvatore
City Manager

ATTEST:

BY: _____
Teresa Vargas
City Clerk

APPROVED AS TO FORM BY THE CITY OF LATHROP CITY ATTORNEY:

BY: 
Salvador V. Navarrete
City Attorney

LATHROP MOSSDALE INVESTORS LP
a California limited partnership (DEVELOPER)

BY: Lathrop Mossdale Ventures Inc.,
a California corporation
Its: General Partner

BY: _____
Bruce Myers
Vice President/Secretary

EXHIBIT A
("Project Costs")

Surface Water Discharge Capacity Allocated

River Islands	65.2%	2,843,719.	gpd
Saybrook CLSP, LLC	9.8%	427,255.	gpd
Richland (Crossroads)	7.6%	330,000.	gpd
Lathrop Mossdale Investors, LP (S1)	5.13%	224,580.	gpd
Lathrop Mossdale Investors, LP (S2)	2.67%	116,883.	gpd
City of Lathrop	9.5%	414,287.	gpd
Total	100 %	4,357,724.	gpd

Project ESTIMATED Costs

1) Permitting & Environmental	\$927,979.
2) CEQA	\$675,622.
3) Improvements at the CTF	\$ 4,385,327.
4) Construction of a pipeline to the river	\$ 4,030,756.
5) Design, construction management, etc.	\$ 2,436,568.
6) Miscellaneous (Fees)	\$ 24,129.
7) Reimbursements	\$ 6,515,399.
Total Estimated Project Cost	\$18,995,780.

Credits Due for Advance Funding of Consultant Work awarded by City

River Islands: Robertson-Bryan contract	\$ 74,939.	Contract awarded Jan 14, 2019
River Islands: Ascent Environmental	\$ 91,287.	Contract awarded June 10, 2019
Total Credits	\$166,226.	

Reimbursements Due

River Islands	Pond S5	\$1,001,800.	(pond not returned to RI)
	Pond S16	\$4,083,716	(pond not returned to RI)
	RW Pipe to S16	\$ 886,000.	
	Pipeline/land for Project	\$ 90,133.	(pipeline not returned to RI)
	Total RI Reimbursement	\$6,061,649.	
City	Pipeline for Project	\$ 453,750.	
	Total Reimbursements	\$6,515,399	

Developer’s Share of Project Costs

River Islands	65.2%	\$12,385,248.56
Saybrook CLSP, LLC	9.8%	\$1,861,586.44
Richland (Crossroads)	7.6%	\$1,443,679.28
Lathrop Mossdale Investors LP (S1)	5.13%	\$975,035
Lathrop Mossdale Investors LP (S2)	2.67%	\$506,635.84
City of Lathrop	9.6%	\$1,823,594.88
Total Project Costs	100 %	\$18,995,780.

River Islands Cash Due

\$12,385,248.56	River Islands share of Project
-\$6,061,649.	River Islands Reimbursements Due
- \$166,226.	River Islands Credit for Advance Funding of Studies
\$6,157,373.56	River Islands Cash Due to Build Project

Lands Available for Return to Developers

	<u>LLA/Pond</u>	<u>Acres</u>		
River Islands	LAA A28	10	(LAA = land application area)	
	LAA A30	35		
	LAA A31	95		
	LAA A34	48		
	LAA A35	50		(includes A35, A35b and A35c)
	LAA A32	27		(guaranteed but not yet built)
Saybrook CLSP, LLC	Pond S28	8		
	LLA A36	29		
	LLA A37	38		
	Pond S29	0	(former LAA, pond guaranteed but not yet built)	
	LAA A37	10	(guaranteed but not yet built)	
	LAA A38	9	(guaranteed but not yet built)	
Richland	PB-1	23	(PB = Percolation Basin)	
LMI, LP	Pond S1	13.26	APN 191-190-32	
LMI, LP	Pond S2	6.89	APN 191-190-33	
City of Lathrop	LAA Axx	20	(acquired/designed but not yet built)	
Total Land to be Returned		402.15 Acres		

EXHIBIT B

("Legal Description of Property to be Deeded to Developer")

Real property in the City of Lathrop, County of San Joaquin, State of California, described as follows:

THAT PORTION OF THAT CERTAIN REAL PROPERTY GRANTED TO LATHROP MOSSDALE INVESTORS LP, RECORDED ON THE 23RD DAY OF OCTOBER, 2003 AS INSTRUMENT NUMBER 2003-244446, SAN JOAQUIN COUNTY RECORDS SITUATED IN THE CITY OF LATHROP, COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL (2003-244446), FROM WHICH THE SOUTHWEST CORNER OF SAID PARCEL (2003-244446) BEARS NORTH 89° 06' 50" WEST, 28.03 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG THE FOLLOWING 6 COURSES:

1. ALONG A LINE, PARALLEL WITH THE WESTERLY BOUNDARY OF SAID PARCEL (2003-244446) AND LYING 28.00 FEET EASTERLY, NORTH 01° 50' 13" WEST, 884.52 FEET;
2. THENCE TO THE RIGHT, ALONG THE ARC OF A 20.00 RADIUS CURVE, HAVING A CENTRAL ANGLE OF 98° 56' 08" AND AN ARC LENGTH OF 34.54 FEET;
3. THENCE ALONG A LINE, PARALLEL WITH THE NORTHERLY BOUNDARY OF SAID PARCEL (2003-244446) AND LYING 35.00 FEET SOUTHERLY, SOUTH 82° 54' 05" EAST, 686.12 FEET;
4. THENCE LEAVING SAID PARALLEL LINE SOUTH 37° 44' 17" EAST, 42.55 FEET;
5. THENCE SOUTH 07° 25' 30" WEST, 802.08 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID PARCEL (2003-244446);
6. THENCE ALONG SAID SOUTHERLY BOUNDARY, NORTH 89° 06' 50" WEST, 597.43 FEET TO THE POINT OF BEGINNING.

APN: 191-190-32

EXHIBIT C
(“Quit Claim Deed”)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

ATTACHMENT " E "

CITY OF LATHROP, a municipal corporation

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

[SPACE ABOVE THIS LINE FOR RECORDER'S USE.]

APNs: 191-190-32

**QUITCLAIM DEED
FOR THE ABOVE-LISTED APN**

THE UNDERSIGNED GRANTOR(S) DECLARE

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
THE CITY OF LATHROP, A MUNICIPAL CORPORATION

does hereby remise, release and forever quitclaim to K. Hovnanian Homes Northern California,
Inc.

all ownership and all other rights to that property located in the County of San Joaquin, State of
California described on **Exhibit A** attached hereto.

This Quitclaim Deed is executed and delivered by Grantor pursuant to Resolution No. 24 - _____
of the City Council of Lathrop, approved on January 8, 2024, the executed copy will be filed with
City's Clerk's Office.

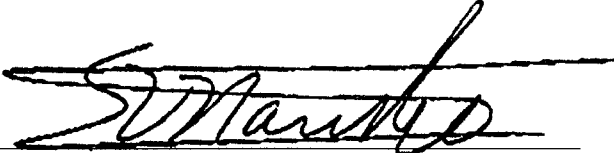
[Signature pages follow]

GRANTOR:

CITY OF LATHROP,
a California municipal corporation

By: _____
Stephen J. Salvatore, City Manager

APPROVED AS TO FORM BY THE CITY OF
LATHROP CITY ATTORNEY:

By:  _____
Salvador Navarrete, City Attorney

[Notary Acknowledge to follow]

EXHIBIT A

Legal Description of Land

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LATHROP, IN THE COUNTY OF SAN JOAQUIN, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

That portion of that certain real property granted to Lathrop Mossdale Investors LP, recorded on the 23rd day of October, 2003 in Instrument Number 2003-244446, San Joaquin County Records situated in the City of Lathrop, County of San Joaquin, State of California, and being more particularly described as follows:

Beginning at a point on the Southerly boundary of said Parcel (2003-244446), from which the Southwest corner of said Parcel (2003-244446) bears North 89°06'50" West, 28.03 feet; thence from said point of beginning along the following 6 courses:

1. Along a line, parallel with the Westerly boundary of said Parcel (2003-244446) and lying 28.00 feet Easterly, North 01°50'13" West, 884.52 feet;
2. Thence to the right, along the arc of a 20.00 radius curve, having a central angle of 98°56'08" and an arc length of 34.54 feet;
3. Thence along a line, parallel with the Northerly boundary of said Parcel (2003-244446) and lying 35.00 feet Southerly, South 82°54'05" East, 686.12 feet;
4. Thence leaving said parallel line South 37°44'17" East, 42.55 feet;
5. Thence South 07°25'30" West, 802.08 feet to a point on the Southerly boundary of said Parcel (2003-244446);
6. Thence along said Southerly boundary, North 89°06'50" West, 597.43 feet to the point of beginning.

APN: 191-190-32

EXHIBIT D
(“Escrow Instructions”)

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

January 8, 2024

Via Email

Barbara Clarke
First American Title Company
3400 Douglas Blvd Suite 130
Roseville, CA 95661
Email: bclarke@firstam.com

Re: Outfall Funding Agreement – Tract 3225; Escrow #-----

Dear Barbara:

This letter constitutes the joint escrow instructions (“*Escrow Instructions*”) of Lathrop Mossdale Investors LP, a California limited partnership (“LMI”) and the City of Lathrop (“*City*”) in connection with the above-referenced escrow (“*Escrow*”). The Escrow was opened in connection with recordation of the quitclaim deed (“*Quitclaim Deed*”) described in the above-referenced Outfall Funding Agreement (“*Outfall Funding Agreement*”). Recordation of the Quitclaim Deed is subject to the conditions set forth below. The transactions described in these Escrow Instructions are referred to as the “*Transaction*.” First American Title Company is referred to as “you” or “*FATCO*.”

A. Date for Closing

The Quitclaim Deed will be recorded as set forth below. The Quitclaim Deed can only be recorded after the City has approved Outfall Funding Agreement in writing. The closing date for the Transaction (“*Closing*”) shall occur concurrently with the closing of FATCO Escrow #627282ala (the “*Hovnanian Escrow*”). If the Quitclaim Deed has not been recorded by December 31, 2024, FATCO will return the Quitclaim Deed to the City.

B. Documents to be Delivered and Recordation Documents

In connection with the Transaction, you have in your possession or will receive the following documents from City and LMI for recordation in the Official Records of San Joaquin County, California (“*Official Records*”).

- B.1. One original Quitclaim Deed, executed and acknowledged by the City (provided to FATCO by City).

The documents listed in Item B.1 above are referred to as the “*Recordation Documents*.” The date on which the Recordation Documents are recorded in the Official Records is the Recordation Date.

C. Funds and Settlement Statement

You also have received, or will receive from LMI, prior to the recordation of the Recordation Documents, in immediately available funds, the following amounts, in accordance with the

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

settlement statement prepared by you and approved in writing by both LMI and City (“*Settlement Statement*”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of LMI or its authorized designee as shown on the Settlement Statement.

- Funds to be wire transferred directly to the City, immediately upon recordation of the Quitclaim Deed, in accordance with the wire transfer instructions for each entity are as follows:
 1. The amount of **\$975,035**, payable to the City pursuant to the Outfall Funding Agreement, is to be transferred to the City upon recordation of the Quitclaim Deed.

The City’s wire instructions are set forth below. The amounts set forth in Section C are referred to as the “*Closing Funds*.”

D. Closing Requirements

When the following has occurred, you are authorized to close the Escrow at the time and in accordance with the process set forth below:

D.1. You have delivered copies of your Settlement Statement by email transmission to: (a) Bruce Myers (brucemyerswc@gmail.com); (b) Brad Taylor (btaylor@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us); and (e) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us), and have confirmation (by telephone or email) from Bruce Myers and Brad Taylor that the Settlement Statement is accurate and acceptable;

D.2. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.3. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

D.4. You have delivered a copy of these instructions, executed by an authorized signatory of FATCO with authority to bind FATCO, by email transmission to Bruce Myers, Brad Taylor, and Sandra Lewis at the email addresses set forth above; and

D.5. The Hovnanian Escrow has not been canceled.

E. Closing Process and Priorities

When you have fully satisfied all of the closing requirements set forth in Section D, then you are authorized and instructed to do the following in the chronological order given:

E.1. Date the Recordation Documents to be recorded;

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

E.2. Record the Recordation Documents in the Official Records;

E.3. Pay the costs associated with the Transaction;

E.4. Refund any funds delivered to you by LMI or its authorized designee that are not disbursed at the time of the final Closing pursuant to these Escrow Instructions to LMI or its authorized designee.

E.5. Notify (a) Bruce Myers (brucemyerswc@gmail.com); (b) Brad Taylor (btaylor@ci.lathrop.ca.us); (c) Salvador Navarrete (snavarrete@ci.lathrop.ca.us); (d) Sandra Lewis (slewis@ci.lathrop.ca.us); and (e) Bellal Nabizadah (bnabizadah@ci.lathrop.ca.us) of the completion of the Transaction;

E.6. Within five (5) business days after the Recordation Date, deliver to: (1) LMI, 675 Hartz Avenue, Suite 301, Danville, CA 94526; and (2) Brad Taylor, City Engineer, City of Lathrop, 390 Towne Centre Drive, Lathrop, CA 95330:

(A) a certified copy of the Recordation Documents, showing all recording information of the Recordation Documents; and

(B) a certified copy of the final Settlement Statement.

F. Additional Instructions

When assembling the final documents, signature pages from all parties shall be inserted into each respective final document in creating fully executed counterparts.

Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions below and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Bruce Myers Date
Vice President/Secretary
Lathrop Mossdale Investors LP
By: Lathrop Mossdale Ventures, Inc.
Its General Partner

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

ESCROW INSTRUCTIONS

ACKNOWLEDGEMENT AND AGREEMENT:

Receipt of the foregoing Escrow Instructions from LMI and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATCO, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to LMI and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATCO.

First American Title Company

By: _____

Its: _____

Date: _____

ATTACHMENT " F "

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

January 8, 2024

Via Email

Barbara Clarke
First American Title Company
3400 Douglas Blvd Suite 130
Roseville, CA 95661
Email: bclarke@firstam.com

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**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

settlement statement prepared by you and approved in writing by both LMI and City (“*Settlement Statement*”): recordation costs, escrow fees and other amounts as set forth in the Settlement Statement. Such costs, fees and other amounts are the sole responsibility of LMI or its authorized designee as shown on the Settlement Statement.

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D.2. The Recordation Documents have been received by you and have been fully executed and, where applicable, acknowledged, and you have attached all legal descriptions or have confirmed that all exhibits and legal descriptions are attached;

D.3. You are prepared to record the Recordation Documents, as designated, release funds in accordance with the Settlement Statement and complete the Transaction in compliance with these Escrow Instructions;

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**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

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Please acknowledge receipt of these instructions and your agreement to act as Escrow agent in connection with this Transaction in accordance with these Escrow Instructions, by executing and dating a copy of these Escrow Instructions below and returning it to both of the undersigned.

The Escrow Instructions may be modified only in a writing signed by both of the undersigned.

Very truly yours,

Stephen J. Salvatore Date
City Manager
City of Lathrop

Bruce Myers Date
Vice President/Secretary
Lathrop Mossdale Investors LP
By: Lathrop Mossdale Ventures, Inc.
Its General Partner

**JOINT ESCROW INSTRUCTIONS
RECORDATION OF QUITCLAIM DEED
(OUTFALL FUNDING AGREEMENT – TRACT 3225)**

ESCROW INSTRUCTIONS

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Receipt of the foregoing Escrow Instructions from LMI and the City is hereby acknowledged. The undersigned agrees, for itself, and on behalf of FATCO, to proceed in strict accordance with these Escrow Instructions. The undersigned represents and warrants to LMI and the City that the undersigned is authorized to execute this Acknowledgement and Agreement, for itself, and on behalf of FATCO.

First American Title Company

By: _____

Its: _____

Date: _____

ITEM 4.10

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **AWARD CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION YARD IMPROVEMENTS**

RECOMMENDATION: **Adopt Resolution Awarding a Construction Contract to Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13 Corporation Yard Improvements**

SUMMARY:

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corporation Yard Improvements to add new buildings and services to the property, including a fueling facility for City vehicles.

The plans and specifications for the construction of the fueling facility (Project) were completed by staff, and advertised on November 30, 2023 in accordance with Bidding Procedures in California Public Contract Code (PCC) 20160 and Lathrop Municipal Code (LMC) 2.36.060. The City Clerk received and opened three (3) bids on December 19, 2023. Based on the review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Bagley Enterprises, Inc. (Bagley) with a bid of \$335,210.

Staff requests City Council award a construction contract to Bagley for the construction of the Fueling Facility in the amount of \$335,210. Staff also requests City Council authorize a 20% construction contingency of \$67,042 for a total cost not to exceed \$402,252.

Sufficient funds were allocated in the approved Fiscal Year (FY) 2023-24 budget to award the contact.

BACKGROUND:

On April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) GG 21-13 Corporation Yard Improvements to add additional office space, security upgrades, a fueling facility, a material handling site with storage racks and additional asphalt pavement for vehicle and foot traffic.

On December 11, 2022, City Council awarded a construction contract to construct all concrete flatwork, diking, and fuel tank footings for the fueling facility. This was a significant step towards creating a robust and efficient fueling infrastructure for the City. The construction work began promptly, and by June 2023, all the necessary concrete work had been completed. This cleared the way for installing all fueling components.

CITY MANAGER’S REPORT **PAGE 2**
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR
THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION
YARD IMPROVEMENTS

Soon thereafter, the City purchased above-ground storage tanks for gasoline, diesel and diesel exhaust fluid (DEF) and staged them for installation.

On June 23, 2023, the City received Authority to Construct (ATC) from the San Joaquin Valley Air Pollution Control District for Facility N-8591-2-0, confirming the District’s approval of the Project scope and authorizing construction of the Project.

The Project will provide a service-ready fleet fueling facility for city vehicles, with one nozzle each of gasoline, diesel and DEF. The Project also includes tank placement and anchorage, and installation of pumps, piping, dispensers, hoses, nozzles and a FuelMaster electronic fuel control and inventory system.

Staff prepared bid specifications, plans and technical specifications for solicitation on November 30, 2023 in accordance with CA PCC 20160 and LMC 2.36.060. Three (3) bids were received and opened by the City Clerk on December 19, 2023, all determined to be responsive and from responsible bidders. The bid results are summarized in Table 1 below:

Table 1: Summary of Bid Results-Property and Evidence Building

Contractor	Total Bid
Bagley Enterprises, Inc.	\$335,210.00
GEMS Environmental Management Services, Inc.	\$489,155.00
Air & Lube Systems, Inc.	\$492,359.25

Staff reviewed and evaluated the bids, and determined that the lowest responsible bidder is Bagley. Staff requests City Council adopt a resolution awarding a construction contract to Bagley in the amount of \$335,210 for the construction of the Project. Staff also requests City Council authorize a 20% construction contingency of \$62,042, and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$402,252.

REASON FOR RECOMMENDATION:

The proposed improvements will provide a service-ready fueling facility typical of many California cities that will minimize vehicle fueling costs and provide efficient fueling operations for many City departments, including Public Works Operations and Maintenance, Police, Building and Parks and Recreation.

FISCAL IMPACT:

The proposed construction contract with Bagley is for \$335,210. A 20% construction contingency is requested in the amount of \$67,042 for a total cost not to exceed \$402,252.

JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

AWARD CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION YARD IMPROVEMENTS

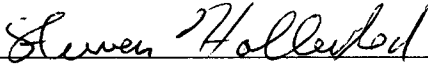
Sufficient funds were allocated in the approved Fiscal Year (FY) 2023/24 budget for CIP GG 21-13 to award the contract; therefore, no budget amendment is needed.

ATTACHMENTS:

- A. Resolution Awarding a Construction Contract to Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13 Corporation Yard Improvements
- B. Construction Contract with Bagley Enterprises, Inc. for the Fueling Facility Associated with CIP GG 21-13, Corporation Yard Improvements

CITY MANAGER'S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
AWARD CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR
THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION
YARD IMPROVEMENTS

APPROVALS:



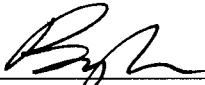
Steven Hollenbeak
Assistant Engineer

12.19.23
Date



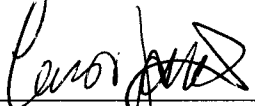
Ken Reed
Senior Construction Manager

12-19-23
Date



Brad Taylor
City Engineer

12/19/2023
Date




Cari James
Director of Finance

12/20/2023
Date



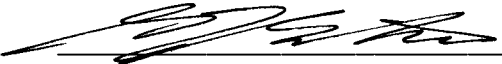
Michael King
Assistant City Manager

12-19-2023
Date



Salvador Navarrete
City Attorney

12.20.2023
Date



Stephen J. Salvatore
City Manager

1/3/23
Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A CONSTRUCTION CONTRACT TO BAGLEY ENTERPRISES, INC. FOR THE FUELING FACILITY ASSOCIATED WITH CIP GG 21-13 CORPORATION YARD IMPROVEMENTS

WHEREAS, on April 12, 2021, City Council approved the creation of Capital Improvement Project (CIP) PK GG 21-13 Corporation Yard Improvements to add new buildings and services to the property; and

WHEREAS, on November 30, 2023, the City solicited bids for the construction of a fueling facility (Project) to provide gasoline and diesel fuel for City-owned vehicles; and

WHEREAS, a total of three (3) bids were received and opened by the City Clerk on December 19, 2023; and

WHEREAS, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Bagley Enterprises, Inc. (Bagley) with a bid of \$335,210; and

WHEREAS, staff requests City Council award a construction contract to Bagley in the amount of \$335,210 for the construction of the Project; and

WHEREAS, staff also requests Council authorize a 20% construction contingency in the amount of \$67,042 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$402,252; and

WHEREAS, sufficient funds were allocated in the approved Fiscal Year (FY) 2023/24 budget for the construction of the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby awards a construction contract to Bagley Enterprises, Inc. for the construction of the Fueling Facility Associated with CIP GG 21-13, Corporation Yard Improvements for a cost of \$335,210; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop does hereby approve a 20% construction contingency of \$67,042 for a total cost not to exceed \$402,252 for the construction of the Project and authorizes staff to spend up to this amount as necessary to accomplish the goals of the Project.

The foregoing resolution was passed and adopted this 8th day of January, 2024 by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

CONSTRUCTION CONTRACT

This Contract, dated January 8, 2024 is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Bagley Enterprises, Inc.**, (Contractor), whose Taxpayer Identification Number is _____.

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

1. Term. This Contract shall commence on, and be binding on the parties on, the date of execution of this Contract, and shall expire on the date of recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder, subject to the earlier termination of this Contract.
2. General Scope of Project and Work. Construction Documents for **CORPORATION YARD FUELING FACILITY, CIP GG 21-13** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City.

The work to be performed under this contract includes all work contained in the Construction Documents, as detailed in Paragraph 3 below, including, but not limited to the installation of a Hirt burner, pumps, dispenser, hanging hardware and a FuelMaster™ module and piping for the connection of all to existing above-ground gasoline, diesel and DEF tanks to provide a complete and service-ready fueling facility, and any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 40 working days** following issuance of Notice to Proceed.

The Work shall be complete, and all appurtenant work, materials, and services not expressly shown or called for in the Construction Documents which may be necessary for the complete and proper construction of the Work in good faith shall be performed, furnished, and installed by the Contractor as though originally specified or shown. The Contractor will be compensated for actual work performed in accordance with the unit prices and provisions contained in these Construction Documents.

Base Bid Total: \$335,210.00

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by Bagley Enterprises, Inc. on Dec. 19, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.

SECTION 00500

4. Compensation. In consideration of Contractor's performance of its obligations hereunder, City shall pay to Contractor the amount set forth in Contractor's Bid in accordance with the provisions of this Contract and upon the receipt of written invoices and all necessary supporting documentation within the time set forth in the Construction Documents. Contractor hereby shall not be permitted to invoice the City nor accept compensation for work not yet complete. In no event, shall the Contractor be entitled to payment for work not included in the approved scope of work, a written task order, or change order signed by the City's Public Works Director prior to commencement of any work.
5. Insurance. On or before the Date of Execution, Contractor shall obtain and maintain the policies of insurance coverage described in Section 5.2 of the General Conditions on terms and conditions and in amounts as may be required by the City. City shall not be obligated to take out insurance on Contractor's personal property or the personal property of any person performing labor or services or supplying materials or equipment under the Project. Contractor shall furnish City with the certificates of insurance and with original endorsements affecting coverage required under this Contract on or before the Date of Execution. The certificates and endorsements for each insurance policy shall be signed by a person who is authorized by that insurer to bind coverage in its behalf. Proof of insurance shall be mailed to the Project Manager to the address set forth in Section 15 of this Contract.
6. Indemnification. Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and construction manager harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees. This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.
7. Assumption of Risk. Contractor agrees to voluntarily assume any and all risk of loss, damage, or injury to the property of Contractor which may occur in, on, or about the Project site at any time and in any manner, excepting such loss, injury, or damage as may be caused by the sole willful or negligent act or omission of City or any of its City Council members, officers, or employees.
8. Waiver. The acceptance of any payment or performance, or any part thereof, shall not operate as a waiver by City of its rights under this Contract. A waiver by City of any breach of any part or provision of this Contract by Contractor shall not operate as a waiver or

SECTION 00500

continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between the parties in the administration of any part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

9. Compliance with Laws. Contractor shall comply with all Laws now in force or which may hereafter be in force pertaining to the Project and Work and this Contract, with the requirement of any bond or fire underwriters or other similar body now or hereafter constituted, with any discretionary license or permit issued pursuant to any Law of any public agency or official as well as with any provision of all recorded documents affecting the Project site, insofar as any are required by reason of the use or occupancy of the Project site, and with all Laws pertaining to nondiscrimination and affirmative action in employment and hazardous materials.

DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

DIR Registration.

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to

substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

Certified Payroll Records

- a) Compliance with Labor Code Section 1771.4 and 1776. A material obligation of the Contractor under the Contract Documents is: (i) the Contractor's strict compliance with the requirements pursuant to Labor Code Section 1771.4 and 1776 for preparation and submittal of Certified Payroll Records ("CPR"); and (ii) the Contractor's enforcement of CPR preparation and submittal for all Subcontractors of every tier.
- b) Express Condition Precedent to Payment of Contract Price. Strict compliance with CPR requirements established pursuant to Labor Code Section 1776 is an express condition precedent to the CITY's obligation to: (i) process any request for payment of any portion of the Contract Price; or (ii) to disburse any portion of the Contract Price to the Contractor. The Contractor shall demonstrate strict compliance with CPR preparation and submittal requirements by delivery to the CITY of electronic files or hard copies of all CPR's submitted by the Contractor and/ or Subcontractors for Work pursuant to Labor Code Section 1771.4 and 1776 concurrently with the submittal thereof to the Labor Commissioner. The CITY: (i) shall not be obligated to process or disburse any portion of the Contract Price; or (ii) shall not be deemed in default of the CITY's obligations under the Contract Documents unless the Contractor's demonstrates strict compliance with CPR preparation and submittal requirements.
- c) PWR Monitoring and Enforcement. During the Work pursuant to Labor Code Section 1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay the laborers performing any portion of the work the PWR established for the classification of work/ labor performed.

RECORD OF WAGES PAID: INSPECTION

Pursuant to Labor Code section 1776, Contractor stipulates to the following:

- a) Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under the Facilities lease and Construction Provisions. Such records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information of such forms. The payroll records may consist of payroll data that are maintained as computer records, if printouts contain the same information as the forms provided by the division and the printouts are verified as specified in subdivision (a) of Labor Code section 1776.

SECTION 00500

- b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employees or his or her authorized representative on request.
 - (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the CITY, the Division of Labor Standards Enforcement, and Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or copies thereof. However, a request by the public shall be made through either the CITY, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.
- c) Contractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within ten (10) days after receipt of the written request.
- d) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, by the CITY, the Division of Apprenticeship Standards, or the division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of contractor awarded the contract or performing the contract shall not be marked or obliterated.
- e) Contractor shall inform the CITY of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within (5) working days, provide a notice of a change of location and address.
- f) In the event of noncompliance with the requirements of this Article, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this Article. Should noncompliance still be evident after such 10-day period, Contractor shall pay a penalty of One- Hundred Dollars (\$100.00) to the CITY for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

SECTION 00500

The responsibility for compliance with this Article shall rest upon Contractor.

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under *Section 00700 - 5.1A*.
11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
 - (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
 - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
 - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
 - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
 - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
 - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
 - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
 - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
 - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;

SECTION 00500

- (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
 - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and
 - (12) Contractor has fully examined and inspected the Project site and has full knowledge of the physical conditions of the Project site.
12. Assignment. This Contract and the performance required hereunder is personal to Contractor, and it shall not be assigned by Contractor. Any attempted assignment shall be null and void.
13. Claims of Contractor. All claims pertaining to extra work, additional charges, or delays within the Contract Time or other disputes arising out of the Contract shall be submitted by Contractor in accordance with the General Conditions.
14. Audits by City. During the term of this Contract and for a period of not less than three (3) years after the expiration or earlier termination of this Contract, City shall have the right to audit Contractor's Project-related and Work-related writings and business records, as such terms are defined in California Evidence Code Sections 250 and 1271, as amended, during the regular business hours of Contractor, or, if Contractor has no such hours, during the regular business hours of City.
15. Notices. All contracts, agreements, appointments, approvals, authorizations, claims, demands, Change Orders, consents, designations, notices, offers, requests and statements given by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if (1) personally served, (2) sent by the United States mail, postage prepaid, (3) sent by private express delivery service, or (4) in the case of a facsimile transmission, if sent to the telephone FAX number set forth below during regular business hours of the receiving party and followed with two (2) days by delivery of a hard copy of the material sent by facsimile transmission, in accordance with (1), (2) or (3) above. Personal service shall include, without limitation, service by delivery and service by facsimile transmission.

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

Copy to: City of Lathrop
Department of Public Works
390 Towne Centre Drive
Lathrop, CA 95330

SECTION 00500

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

CONSTRUCTION CONTRACT

PHONE: (209) 941-7363
FAX: (209) 941-7449
ATTN: Senior Construction Manager

To Contractor: _____
Mailing Address: _____
Phone: _____
Email: _____
ATTN: _____

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

SECTION 00500

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

CONSTRUCTION CONTRACT

- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

SECTION 00500

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

CONSTRUCTION CONTRACT

- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the Construction Documents.
- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code § 1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws will be enforced, as well as that for failing to pay prevailing wages.

EXHIBITS:

EXHIBIT A: Contractor's Submitted Bid Packet

Certification of insurance, performance and payment bonds, and worker's compensation certification shall be furnished to the City by the Contractor after City Council's approval with resolution.

SECTION 00500

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

CONSTRUCTION CONTRACT

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated in Lathrop, California.

CONTRACTOR:

By: _____

Name: _____

Title: _____

CITY OF LATHROP

APPROVED AS TO FORM:

By: _____

Salvador Navarrete, City Attorney

RECOMMENDED FOR APPROVAL:

By: _____

Michael King, Assistant City Manager

APPROVED:

By: _____

Stephen J. Salvatore, City Manager

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

BID PROPOSAL FORMS

Bagley Enterprises, Inc.

TO: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

ATTENTION: City Clerk

FOR: CORPORATION YARD FUELING FACILITY, CIP GG 21-13

THE UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

LEGAL COMPLIANCE

The only persons or parties interested in this Bid as Principals are those named herein; that this Bid is made without collusion with any other person, firm, partnership, corporation, or association; that he has carefully examined the location of the proposed work and the Construction Documents; and he proposes and agrees that if this Bid is accepted he will contract with the City of Lathrop, in the form of the Contract as set forth in the Construction Documents for said project, to provide all the necessary labor, services, materials, and equipment, and to do all the work and furnish all the materials; and that he will accept in full payment therefore the price as proposed in the following Bid Schedule.

SCHEDULE OF PRICES

All applicable permit fees, licensing costs, sales taxes, State, and/or Federal, and any other taxes, patent rights, or royalties are included in the prices quoted in the Bid. All blank spaces must be filled in.

BASIS OF AWARD

The basis for award of the contract will be the price of the base bid. The City of Lathrop reserves the right to award the work contemplated by only the Base Bid or none of the work.

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SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

CORPORATION YARD FUELING FACILITY, CIP GG 21-13

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANT.	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization / Bonds / Insurance	1	LS	\$45424.00	\$45,424.00
2	Wayne Fueling Systems LLC - WA-3/G7209D Twin, Two-Product Remote Dispenser: Dual Hose / Dual Product: Unleaded & Diesel; Lane Oriented; Standard Speed - Up To 22 GPM; Internal Filter; Pulser; Hose Mast; Totalizer	1	LS	\$17005.00	\$17,005.00
3	Franklin Fueling Systems FE-STPAG75-VL2 -- 3/4 HP AG fixed speed STP 88-149" alcohol/gas	2	EA	\$5,067.18	\$10,134.36
4	Franklin Fueling Systems FE-R - Model R check valve, factory installed, for Veeder-Root PLLD Line Leak	2	EA	\$100.00	\$200.00
5	Franklin Fueling Systems FE-401165905 Field Installed - Siphon system when purchased w/STP	2	EA	\$514.50	\$1,029.00
6	Franklin Fueling Systems FE-STP-CBS - Single-phase control box w/lockout switch, 120 volt coil up to 2 HP	2	EA	\$349.50	\$699.00
7	Franklin Fueling Systems FE-R17-SS - Riser assy 17" SS	2	EA	\$453.00	\$906.00
8	Husky Corporation HU-5885 - 2 P/V vent-thread w/3 WCP & 8 WCV w/intern scrn	1	EA	\$696.60	\$696.60
9	Emco Wheaton Retail Corp. EW-A0084-038 - Vent P-V aluminum 3" pres 8" vac 2"NPT	1	EA	\$696.06	\$696.06
10	Morrison Bros. Co. MB-244OM-0600AVEVR - 8" 8 oz emergency vent Male thread w/o-ring EVR	1	EA	\$487.60	\$487.60
11	Morrison Bros. Co. MB-244OM-0700AVEVR - 8" 16 oz emergency vent Male thread w/o-ring EVR	1	EA	\$548.04	\$548.04
12	Morrison Bros. Co. MB-244OM-0200 AV - 6" 8 oz emergency vent Male thread w/o-ring	1	EA	\$284.20	\$284.20
13	Morrison Bros. Co. MB-244OM-0400AVEVR - 6" 16 oz emergency vent Male thread w/o-ring EVR	1	EA	\$333.62	\$333.62
14	Morrison Bros. Co. MB-715-TT3-3MBB-0 - 3" 10 gal top connection w/3" AL M QD adaptor, BR ball valve, hand pump	2	EA	\$4133.36	\$8,266.72
15	Morrison Bros. Co. MB-715-VR30 AK - 3" vapor recovery kit, includes cap, adapter & 2 clamps	1	EA	\$607.64	\$607.64
16	Morrison Bros. Co. MB-715-S400 AS - Four-leg stand f/715 10 gal remote fill box, powder coated steel	2	EA	\$883.24	\$1,766.48
17	Morrison Bros. Co. MB-9095AA3300AVEVR - 3" pressure fill overfill prevention valve, aluminum body w/3" Female threaded x 6" Female threaded connections, CARB EVR	2	EA	\$1,883.04	\$3,766.08

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SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

18	Morrison Bros. Co. MB-9095ATM0300 AK - 3" manual test mechanism Includes A, B & AA 0300 top, aluminum w/3" male quick disconnect x 6" female threads	2	EA	\$495.20	\$990.40
19	Morrison Bros. Co. MB-918C-2000AGEVR - 2" clock gauge less alarm box, male threads, drop tube float, blank face	2	EA	\$1,236.50	\$2,473.00
20	Morrison Bros. Co. MB-419-03081TEVR - 3" x 7'-9" aluminum drop tube CARB EVR approved	2	EA	\$265.66	\$531.32
21	Morrison Bros. Co. MB-419-02061TEVR - 2" x 6' aluminum drop tube CARB EVR approved	4	EA	\$152.66	\$610.64
22	Morrison Bros. Co. MB-419E-0200AEEVR - 2" drop tube extender, CARB EVR approved	2	EA	\$49.42	\$98.84
23	Franklin Fueling Systems FX-FF20X18HMXM346 - Fireflex 2" x 18" Male x Male swivel flex connector	3	EA	\$398.60	\$1,195.80
24	Franklin Fueling Systems FX-FF15X18M346X2F - Fireflex 1-1/2 x 18 M346 swivel x 2 FNPT flex connector	3	EA	\$322.08	\$966.24
25	S. Bravo Systems, Inc. BR-A6210-1 - Pedestal-mount f/Reliance Select above-ground dispenser sump epoxy galvanealed steel	1	EA	\$2,955.12	\$2,955.12
26	S. Bravo Systems, Inc. BR-BK-A6000 - Boss-mount bracket for product valves	2	EA	\$173.68	\$347.36
27	S. Bravo Systems, Inc. BR-BK-B2 - X & Y axis adjustable stabilizer bracket for vapor valve for VR emergency valve bracket	1	EA	\$153.48	\$153.48
28	S. Bravo Systems, Inc. BR-B-33-3-2-1.5 - Flexible 3, 2 & 1-1/2 combo fitting	2	EA	\$137.92	\$275.84
29	S. Bravo Systems, Inc. BR-EBS - Electrical bulkhead seal f/3/4 & 1 conduit	2	EA	\$74.78	\$149.56
30	OPW Retail Fueling OP-10BHMP-5830 - 1-1/2 male top double poppet emergency valve	2	EA	\$402.02	\$804.04
31	OPW Retail Fueling OP-60VSP-1001 - 1 x 1-1/2 vapor line shear valve poppeted	1	EA	\$357.08	\$357.08
32	Emco Wheaton Retail Corp. EV-A4005EVR-052 - EVR balance vapor recovery nozzle black EV-A4005EVR-052-C CORE - EVR Balance recovery nozzle	1	EA	\$942.08	\$942.08
33	Emco Wheaton Retail Corp. EV-A4119EVR-020 - Coaxial SafeBreak coupling valve EVR EV-A4119EVR-020-C CORE - Coaxial SafeBreak coupling valve	1	EA	\$224.40	\$224.40
34	ContiTech USA, Inc. GD-BALVEN-096-00 - 8' Premier ULTRA coaxial hose w/venturi	1	EA	\$613.28	\$613.28
35	ContiTech USA, Inc. GD-BAL-048-00 - 4' Premier ULTRA coaxial w/o venturi whip hose	1	EA	\$333.08	\$333.08
36	Emco Wheaton Retail Corp. EV-A4041-001 - Coaxial splitter, island mount, alum	1	EA	\$233.64	\$233.64

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SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

37	OPW Retail Fueling OP-11A-0100 - Leaded spout non VR nozzle - green	1	EA	\$169.68	\$169.68
38	Husky Corporation HU-350 - VI F multi-plane swivel 3/4 M x F	1	EA	\$70.74	\$70.74
39	Husky Corporation HU-3360 - 3/4 x 3/4 reconnectable Safe-T-Break	1	EA	\$208.80	\$208.80
40	ContiTech USA, Inc. GD-FSB3/4-012-MXMS-00 - NEW STYLE 3/4"x1' Flexsteel hardwall hose MxMS-BLK	1	EA	\$98.46	\$98.46
41	ContiTech USA, Inc. GD-FSB3/4-102-MXMS-00 - NEW STYLE 3/4"x8.5' Flexsteel hardwall hose MxMS-BLK - 20022089	1	EA	\$172.56	\$172.56
42	Syn-Tech Systems, Inc. - Fuel Master FM-FMU3505PLUSG - Prokee 2.4 FMU – gray Includes: 4 Hose Control; Configured For AIM 2.4 / AIM T1; Island Card Reader; Wired Ethernet Ready	1	LS	\$14,607.95	\$14,607.95
43	Veeder Root VR1-860190-120 - TLS4 console, CDIM, color touch screen display, UL	1	EA	\$6,633.75	\$6,633.75
44	Veeder Root VR1-333434-001 - TLS4 application software, 12 inputs must order one per console	1	EA	\$6,155.62	\$6,155.62
45	Veeder Root VR1-332813-001 - TLS-450 universal input/output interface module / UIOM w/ 5 dry contact output relays, 4 low voltage dry contact inputs, 5 high voltage inputs	1	EA	\$2,992.45	\$2,992.45
46	Veeder Root VR1-330020-832 - External Printer for TLS4 Series Console (Epson Model: TM-T88V)	1	EA	\$2,210.60	\$2,120.60
47	Veeder Root VR1-330020-839 - Wall Mounting Bracket f/External Printer f/TLS4 Series Consoles	1	EA	\$248.40	\$248.40
48	Veeder Root VR1-846397-307 - MagPlus 8' in-tank inv only w/water detection, HGP probe	1	EA	\$4,363.07	\$4,363.07
49	Veeder Root VR1-846397-305 - MagPlus 7' in-tank inv only w/water detection, HGP probe	1	EA	\$4,363.07	\$4,363.07
50	Veeder Root VR1-846397-605 - MagPlus 7' in-tank inv only no water detection, HGP probes	1	EA	\$4,363.07	\$4,363.07
51	Veeder Root VR1-846400-014 - Mag Plus install kit 4 float alt fluid 10' cable	1	EA	\$775.80	\$775.80
52	Veeder Root VR1-846400-110 - Mag Plus install kit 2 float gasoline 10' cable	1	EA	\$1,492.50	\$1,492.50
53	Veeder Root VR1-849600-011 - Mag probe install kit diesel 4 float 10' cable	1	EA	\$914.38	\$914.38
54	Morrison Bros. Co. VR1-312020-952 - 4" riser cap and ring kit for probe	3	EA	\$305.60	\$916.80
55	Veeder Root VR1-312020-984 - Above ground installation kit	3	EA	\$370.80	\$1,112.40
56	Veeder Root VR1-794380-208 - Sump sensor w/12' cable	3	EA	\$711.00	\$2,133.00

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SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

57	Veeder Root VR1-794390-420 - Interstitial sensor f/steel tank w/16' cable	2	EA	\$1,259.98	\$2,519.96
58	Diversified Distribution, Inc. VR1-312020-928 - 2" interstitial sensor riser cap & adaptor kit, single port hole	2	EA	\$140.32	\$280.64
59	Veeder Root VR1-790091-001 - Overfill alarm, Steel Pole Mount / Install and Connect AC Power	1	EA	\$1,884.34	\$1,884.34
60	Veeder Root VR1-790095-001 - Alarm acknowledgement switch	1	EA	\$1,157.37	\$1,157.37
61	SE TANK DECAL PACKAGES – UNLEADED and DIESEL	1	LS	\$336.00	\$336.00
62	Signage and Additional Decals	1	LS	\$144.00	\$144.00
63	Morrison Bros. Co. MB-710-0200 1V - 2" solenoid valve (Viton) w/120/60 volt AC coil	2	EA	\$2,110.00	\$4,220.00
64	Morrison Bros. Co. MB-346DI-0500 AV - 2 external emergency valve ductile iron	2	EA	\$630.52	\$1,261.04
65	Jomar International, Ltd. SE-100-108LH - Jomar 2 brass ball valve full port locking handle	2	EA	\$146.42	\$292.84
66	PMP Corporation SE-62632 - STI flush mount fuel pump (SS2249PS-EN) shutdown E-Stop w/surface cover & alarm	2	EA	\$407.92	\$815.84
67	Hirt Combustion Engineers, Inc. HV-VCS-100-2 - Hirt VaporTek system f/AG tank EVR II	1	LS	\$38,922.95	\$38,922.95
68	Hirt Combustion Engineers, Inc. HV-M40 - 48" legs for VSC-100	1	EA	\$1,285.04	\$1,285.04
69	Hirt Combustion Engineers, Inc. HV-P65 - 1/4" check valve f/ground mount only	1	EA	\$601.66	\$601.66
70	Wayne Fueling Systems LLC WA-D3/G7101D - DEF compact single, remote dispenser island-oriented less filter w/cap; Single Product – DEF Compact Remote Dispenser; Island Oriented; Pulsar; Hose Mast; Totalizer; Solenoid Valve; 20" Pedestal w/ Containment	1	LS	\$10,933.34	\$10,933.34
71	OPW Retail Fueling OP-60V-DEF - DEF shear valve	1	EA	\$620.80	\$620.80
72	OPW Retail Fueling OP-21GU-0400 - DEF nozzle Wayne Bennett (standard)	1	EA	\$517.50	\$517.50
73	OPW Retail Fueling OP-21GU-H15 - DEF 15' hose assembly Wayne	1	EA	\$337.26	\$337.26
74	OPW Retail Fueling OP-21GU-SSB - DEF SS swivel & reconnectable breakaway	1	EA	\$380.96	\$380.96
75	Franklin Fueling Systems FE-403469901 - DEF 60Hz, single phase, VL1 69-102 variable length	1	EA	\$6,976.30	\$6,976.30

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SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

76	Franklin Fueling Systems FE-STP-CBS - Single-phase control box w/lockout switch, 120 volt coil up to 2 HP	1	EA	\$345.18	\$345.18
77	Franklin Fueling Systems FEP-403408931, Check valve DEF, spare part	1	EA	\$539.26	\$539.26
78	Franklin Fueling Systems FE-403409931 - 1/2 bypass relief valve	1	EA	\$774.69	\$774.69
79	Franklin Fueling Systems FE-403713921 - Single phase electrical kit includes STP-CBS (208-240V pump control with 120V coil, p/n 400818921) & 25 uF/370V Capacitor (p/n 400170936, for use with DEF-PMA150A)	1	EA	\$450.47	\$450.47
80	Jomar International, Ltd. SE-100-968 - 2" SS ball valve	1	EA	\$354.80	\$354.80
81	OPW Retail Fueling OP-23-0033 - 2" aluminum tank vent	1	EA	\$59.44	\$59.44
82	KleerBlue Solutions SE-SBD 911178 - 2" Male SS compatible Drybreak f/ToDo	1	EA	\$116.00	\$116.00
83	Veeder Root VR1-846397-607 - MagPlus 8' in-tank inv only no water detection, HGP probes	1	EA	\$4,188.54	\$4,188.54
84	Veeder Root VR1-846400-104 - Mag Plus install kit 2 float alt fluid 5' cable	1	EA	\$1,241.98	\$1,241.98
85	Place 1,000 Gallon Poly DEF Tank and Provide / Install Snyder Industries Cable Anchor Kit	1	LS	\$2,215.60	\$2,215.60
86	Steel Bollards per CFC 312	23	EA	\$334.00	\$7,682.00
87	Provide Slope Under Feet of Existing Gasoline and Diesel Tanks – Grout or Steel Plate	1	LS	\$4,444.00	\$4,444.00
88	Provide / Install 100A Subpanel	1	LS	\$4,444.00	\$4,444.00
89	Secure Existing Gasoline and Diesel Tanks to PCC Slab	1	LS	\$4,444.00	\$4,440.00
90	LCT - Dispenser Vapor Return, including Sump, Sensor and ¼" Copper Tubing & PCC Removal	1	LS	\$5,849.00	\$5,849.00
91	Elevated Pipe Stands and Surface Level Uni-Struts, Including Hardware	1	LS	\$16,667.00	\$16,667.00
92	Electrical and Data Conduit	1	LS	\$6,944.00	\$6,944.00
93	2" Stainless Steel Piping	250	LF	\$45.33	\$11,332.50
94	Electrical and Data Wiring	1	LS	\$7,000.00	\$7,000.00
95	Install NEMA 3 Cabinet (36" x 30" x 12") for Electrical SubPanel, VR Monitor and Hirt Burner Controls	1	LS	\$2,500.00	\$2,500.00

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SECTION 00300

**CORPORATION YARD FUELING FACILITY
CIP GG 21-13**

BID PROPOSAL FORMS

96	Start-Up / Air District Commissioning	1	LS	\$9,600.00	\$9,600.00
97	Coordination with San Joaquin County Environmental Health	1	LS	\$1,511.00	\$1,511.00
98	City Employee Training	1	LS	\$4,800.00	\$4,800.00
99	Project Commissioning per Lathrop Manteca Fire District	1	LS	\$3,200.00	\$3,200.00
	TOTAL BID				\$ 335,210.00

TOTAL BID : \$335,210.00_____

TOTAL BID IN WORDS : Three hundred thirty five thousand two hundred ten dollars and no cents



SECTION 00300

**CORPORATION YARD FUELING FACILITY
CIP GG 21-13**

BID PROPOSAL FORMS

INFORMATION REQUIRED OF BIDDER

The Bidder (Contractor) shall furnish the following information. This information is considered essential in enabling the Project Manager to determine if the Bidder is experienced in similar types of work and if the Bid is based on a careful study of methods applicable to the work and full realization of the various factors which may affect the progress of the work. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

BIDDER'S INFORMATION

(1) Bidder's name and address:

Bagley Enterprises, Inc.
2370 Maggio Circle #4
Lodi CA 95240

(2) Bidder's telephone number: 209-367-4800

(3) Bidder's fax number: 209-367-5424

(4) Bidder's Contractor's License (Class): A B HAZ C-61 (D21, D34, D40)

License No.: 774802

Expires: 2/29/2024

(5) Person who inspected site of proposed work for Contractor's firm:

Name: Eric Molgaard Date of Inspection: 12/7/2023

(5) List 5 projects of a nature similar to this project:

Project	Contract Price	Name, Address and Telephone Number of Owner
Replace UDC and Dispensers	\$124,965	San Joaquin County Fleet Services, Kevin Myose P O Bx 1810 Stockton CA 209-953-7508
Replace Dispensers	\$58,864	San Joaquin County Fleet Services, Kevin Myose P O Bx 1810 Stockton CA 209-953-7508
CHP Tracy, Install Fuel Island	\$314,827	Lusardi Construction, Aaron McCoy 6375 Clark Av, Dublin CA 714-414-0286
City of Madera Fire Station 58 Install Fuel Tank & TMS	\$51,415	Davis Moreno Construction, Ben Romero 4720 N Blythe Fresno CA 559-275-9410
Santa Cruz Auto Shop Install Fuel Tank & TMS	\$167,500	Katch Environmental Renee Serrano 929 L St Fresno CA 559-292-6653

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

LIST OF SUBCONTRACTORS:

The Bidder shall list below the name and business address of each subcontractor who will perform work under this Bid in excess of one-half of one percent of the Contractor's Total Bid Price, and shall also list the portion of the WORK which will be done by such subcontractor, in accordance with Section 4107 of the Public Contract Code. After the opening of bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one subcontractor for each item of work to be performed with the words "and/or" will not be permitted. Failure to comply with this requirement may render the Bid non-responsive and may cause its rejection. Should the Contractor provide a bid that does not require a subcontractor, the Contractor shall note that on this page by writing "Not Applicable" in the list below.

<u>Work to be Performed</u>	<u>Subcontractor License Number</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>
1. Not Applicable at this time			
2.			
3.			
4.			
5.			
6.			

Note: Attach additional sheets if required.

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

ADDENDA

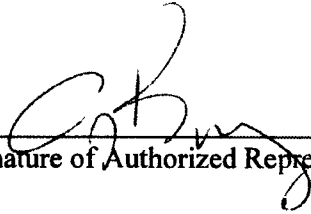
Bidder certifies he reviewed ARC Stockton's website for addenda within 48 hours of bid opening and acknowledges receipt of the following addendum (addenda):

N/A

Respectfully submitted,

December 18, 2023
Dated

Bagley Enterprises, Inc
Legal Name of Firm


Signature of Authorized Representative
(Seal)

(If Bidder is a corporation, show State in which incorporated.)

CA

The full names and post office addresses of all persons and parties interested in the foregoing Bid as principals are as follows:

(NOTICE): Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer, and Manager, and in case of partnerships and joint ventures, give names and Post Office addresses of all the individual members.

Joseph Bagley - President, Secretary, Treasurer and Manager, 2370 Maggio Cir #4 Lodi CA 95240

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Bagley Enterprises, Inc.

as PRINCIPAL, and Western Surety Company

as SURETY are held; and firmly bond unto the City of Lathrop in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by the Principal to the City of Lathrop for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Lathrop to which the bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by those presents. In no case shall the liability of the surety hereunder exceed the sum of \$ 340,000.00.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the City of Lathrop for certain construction specifically described as follows, for which bids are to be opened at the City Hall, 390 Towne Centre Drive, Lathrop, CA: **CORPORATION YARD FUELING FACILITY, CIP GG 21-13**

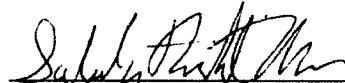
NOW, THEREFORE, if the Principal is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 19th day of December, 2023.

_____ (Seal)

_____ (Seal)

Address: _____

 (Seal)

Salvador Richard Mena, Attorney
In Fact for Western Surety (Seal)

Address: 151 North Franklin, 17th Floor

Chicago, IL 60606



NOTE: Signatures of those executing for the surety must be properly acknowledged.

Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 66895646

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint Salvador Richard Mena

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Bagley Enterprises, Inc.

Obligee: City of City of Lathrop, Department of Public Works

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

If Bond No. 66895646 is not issued on or before midnight of March 18th, 2024, all authority conferred in this Power of Attorney shall expire and terminate.

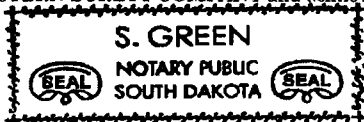
In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Larry Kasten, and its corporate seal to be affixed this 19th day of December, 2023

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

On this 19th day of December, in the year 2023, before me, a notary public, personally appeared Larry Kasten, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires February 12, 2027

S. Green
Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 19th day of December, 2023

WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

SECTION 00300

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

BID PROPOSAL FORMS

NONCOLLUSION AFFIDAVIT

STATE OF CA)
)
COUNTY OF San Joaquin) ss.

Andy Bagley, being first duly sworn, deposes and says that he or she is

Project Manager of Bagley Enterprises, Inc the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

[Signature] 12/19/2023
Signature of: President, Secretary,
Manager, Project Manager or Representative

The County of San Joaquin
State of California

Subscribed and sworn to (or affirmed) before me
on this 19 day of December, 2023, by
Andrew Bagley, proved to
me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

SEE
Seal ATTACHED

Signature [Signature]

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1–6 below)
- See Statement Below (Lines 1–6 to be completed only by document signer[s], not Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

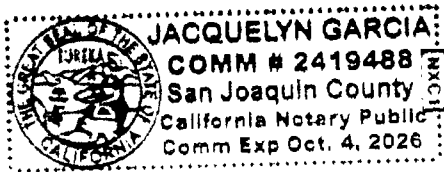
[Signature]
 Signature of Document Signer No. 1

[Signature]
 Signature of Document Signer No. 2 (if any)

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

State of California
 County of San Joaquin

Subscribed and sworn to (or affirmed) before me
 on this 19 day of December, 2023,
 by Andrew Bagley
 (1) _____
 (and (2) _____),
 Name(s) of Signer(s)



Place Notary Seal and/or Stamp Above

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature *[Signature]*
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Proposal Forms
 Document Date: 12/19/2023 Number of Pages: 13
 Signer(s) Other Than Named Above: N/A

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder, who has a proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If the answer is yes, explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NOTE: The above Statement and Questionnaire are part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

(END OF SECTION)

SECTION 00670

CORPORATION YARD FUELING FACILITY
CIP GG 21-13

WARRANTY BOND

WARRANTY BOND ACKNOWLEDGMENT

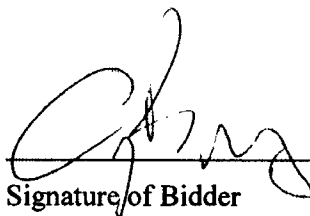
TO the City of Lathrop

The undersigned guarantees the construction and installation of the work included in this project.

A Warranty Bond similar to the provided Warranty Bond Form on the following page is required to be submitted prior to project acceptance by the City. The Warranty Bond shall be ten percent (10%) of the final contract amount. The Bond will be effective for one (1) year, beginning with the date of project acceptance.

If any of the work is defective, due to faulty workmanship, materials furnished or methods of installation, or if the work or any part of it fails to operate properly as originally intended and in accordance with the Plans and Specifications, due to any of the above causes, all within one year after the date on which this contract is accepted by the City after relief from maintenance, the undersigned agrees to reimburse the City, upon demand, for its expenses incurred in restoring the project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the City, to replace any such material and to repair the work completely without cost to the City so that the work will function successfully as originally contemplated.

The City shall have the unqualified option to make any needed replacements or repairs done by the undersigned. If the City elects to have the work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the City. If the undersigned fails or refuses to comply with his obligations under this warranty, the City shall be entitled to all costs and expenses, including attorney's fees.


Signature of Bidder

12/19/2023

Date



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **774802**

Entity **CORP**

Business Name **BAGLEY ENTERPRISES INC**

Classification(s) **B C61/D21 C61/D34 C61/D40 A
HAZ**

Expiration Date **02/29/2024**

www.csib.ca.gov





BAGLEY ENTERPRISES, INC.
LIQUID HANDLING SOLUTIONS

Capability Statement

Core Competencies

Our primary product lines include:

- ✓ Aboveground Gasoline, Diesel, and Lube Storage Tanks
- ✓ Gasoline and Diesel Dispensing Systems
- ✓ Tank Management Systems
- ✓ Fuel Management Systems
- ✓ Fuel Filtration (Turbo Filtering & Purification of Diesel Fuel)
- ✓ Pumps, hose reels, nozzles, metering devices, gauges, and all associated petroleum equipment
- ✓ Waste Oil Collection Systems
- ✓ Lubrication Systems
- ✓ Motor Vehicle Maintenance & Repair Shop Equipment
- ✓ Installation, Inspections, Maintenance, and Repair of Petroleum Related Equipment:

Past Performance



Advantage!
Online Shopping

GSA Contract Holder GS-07F-0462Y
Since 2012



CA Department of
Transportation



VA Palo Alto Health
Care System, CA



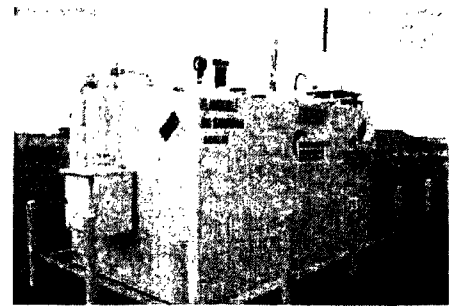
San Joaquin
Regional Transit



San Joaquin County, CA

Differentiators

- Established in 1985, experienced in design, furnish, and install of fuel systems
- VA-CVE Certified
- Manufacturers Certified
- International Code Council (ICC) Certified
 - ✓ UST Designated Operator
 - ✓ UST/AST Service Technician/ Installation/Retrofitting
 - ✓ AST Vapor Recovery



Company Data

Bagley Enterprises, Inc.

Phone: (209) 367-4800
Toll Free: (877) 833-4800
Fax: (209) 367-5424
Email: sales@bagleyenterprises.com
Website: www.bagleyenterprises.com
Address: 2370 Maggio Circle #4
Lodi, CA 95240

Work Area: Nationwide

Federal Data

CAGE Code: 57AQ1
DUNS #: 92-7077974
SAM: Active
Designation: SDVOSB (Service Disabled Veteran Owned Small Business)
GSA: GS-07F-0462Y
FSC's: 4250, 4930 & 5430
NAICS: 238910, 332311, 333914, 811310
ANCRA, NEW and OLMS
Legacy SINS: 253 24, 253 40, 253 90, 253 99, 361 20A, 361 24, 361 27, 361 99 & 56 500

State Data

CA License: 774802 A, B, HAZ
C-61 (D21, D34, D40)
CA DIR#: 1000012690
CMAS: 4-20-56-0051C



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ITEM 4.11

CITY MANAGER'S REPORT JANUARY 08, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS**

RECOMMENDATION: **Adopt a Resolution Ratifying the Service Agreement with ICU Technologies, Inc. and Approve Budget Adjustment for CIP GG 19-07 Citywide Surveillance Systems**

SUMMARY:

City Council approved the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance Systems on April 8, 2019. The purpose of the CIP is to use the surveillance system to proactively identify crime as it occurs in the City enhancing citizen safety as well as act as deterrent to crime. Having this infrastructure in place gives officers an immediate tool to investigate and solve the crimes they respond to, making it an invaluable tool.

Staff identified four (4) intersections that require the camera surveillance system to be installed, therefore staff requested ICU Technologies, Inc. to provide an estimate for four (4) point, tilt, zoom (PTZ) and four (4) multi-sensor cameras to be installed at the remaining four (4) intersections. ICU Technologies, Inc. presented an estimate of \$87,569.97 that is equal to the prices of their GSA contract

To save on expenses related to installation, staff is coordinating the installation of the surveillance cameras with installation on the traffic signals for CIP PS 23-01 Citywide Traffic Systems & Safety Upgrades. City Manager signed approval of the service agreement with ICU Technologies for the purchase, installation and commissioning of cameras for the CIP GG 19-07 so the equipment would arrive while installation is still commencing for CIP PS 23-01 and installation can coordinate for both CIP's at the same time. The City Manager approved the order of equipment in an effort to expedite delays due to the shipping time, and supply and demand chain.

Staff is requesting City Council ratify the service agreement with ICU Technologies, Inc. for the purchase, installation and commissioning of cameras in the amount of \$87,569.97 for CIP GG 19-07 Citywide Surveillance Systems. There is not sufficient funds in the budget for CIP GG 19-07 therefore, staff is requesting an increase of \$100,000 to cover the expenses. The additional \$12,430 will be used as contingency and other required infrastructure related to CIP GG 19-07.

RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS**BACKGROUND:**

CIP GG19-07 Citywide Surveillance Systems approved by City Council April 2019, has continued to create an integral asset utilized by the Lathrop Police Department to proactively identify crimes as it occurs and investigate crimes that have already occurred. Implementing surveillance cameras at intersections throughout the City has improved civilian safety by acting as a deterrent to criminal activities as officers are able to view the surveillance cameras from their patrol vehicles. This allows for quicker response and easier coordination of the officers. Safety of the officers has also improved as the officers are able to view the situation that they are responding to and better able to prepare to difficult situations. If the situation escalates then the dispatcher is able to communicate effectively to the responding officer and request for additional assistance if necessary.

Staff identified four (4) intersections that require the camera surveillance system to be installed, therefore staff requested ICU Technologies, Inc. to provide an estimate for four (4) point, tilt, zoom (PTZ) and four (4) multi-sensor cameras to be installed at the remaining four (4) intersections. To save on expenses related to installation, staff is coordinating the installation of the surveillance cameras with installation on the traffic signals for CIP PS 23-01 Citywide Traffic Systems & Safety Upgrades. City Manager signed approval of the service agreement with ICU Technologies for the purchase, installation and commissioning of cameras for the CIP GG 19-07 so the equipment would arrive while installation is still commencing for CIP PS 23-01 and installation can coordinate for both CIP's at the same time. The City Manager approved the order of equipment in an effort to expedite delays due to the shipping time, and supply and demand chain.

ICU Technologies, Inc. currently holds an active contract with the U.S. General Services Administration (GSA) - GSA Contract No. 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software. This program, administered by the United States Government, provides government agencies with discounted pricing schedules, and establishes purchasing contracts with vendors through a competitive bidding process. The GSA's competitive bidding process is in conformance with the Office of Procurement, Department of General Services of the State of California exemption as described in the Lathrop Municipal Code (LMC) Section 2.36.110. Furthermore, ICU has provided and installed other camera surveillance systems at numerous City facilities. Therefore, pursuant to LMC 2.36.110 the services and purchase of materials is equal to that of the GSA contract and exempt from bidding.

Staff is requesting City Council ratify the service agreement with ICU Technologies, Inc. for the purchase, installation and commissioning of cameras in the amount of \$87,569.97 for CIP GG 19-07 Citywide Surveillance Systems. There is not sufficient funds in the budget for CIP GG 19-07 therefore, staff is requesting an increase of \$100,000 to cover the expenses. The additional \$12,430 will be used as contingency and other required infrastructure related to CIP GG 19-07.

RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS

REASON FOR RECOMMENDATION:

The Camera Surveillance System procured through ICU Technologies, LLC for CIP GG 19-07 Citywide Surveillance System represents an effort to utilize technology to deter crimes, expedite crime solving, and proactively monitor activities to enhance crime prevention and citizens’ safety.

FISCAL IMPACT:

There is not sufficient funds available in CIP GG 19-07 to cover the cost and installation of a camera surveillance systems procured through ICU Technologies, Inc. and the additional purchases for the network infrastructure required to implement the camera surveillance systems. Staff recommends a budget amendment of \$100,000 to transfer from Measure C Fund 1060 to cover the cost of the camera surveillance system. Staff is requesting Council approve the below budget amendment to increase the budget for CIP GG 19-07.

<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$100,000
<u>Increase Transfer In</u>		
3010-9900-393-00	GG 19-07	\$100,000
<u>Increase Appropriation</u>		
3010-8000-430-37-00	GG 19-07	\$100,000

ATTACHMENTS:

- A. Resolution Ratifying the Agreement with ICU Technologies, Inc. to Provide and Install Camera Surveillance Systems and Approve Budget Adjustment for CIP GG 19-07 Citywide Surveillance Systems
- B. Agreement with ICU Technologies, Inc. for the Purchase, Installation and Commissioning of Additional Pivot Tilt Zoom (PTZ) and Multi-Sensor Cameras for CIP GG 19-07 Citywide Surveillance System

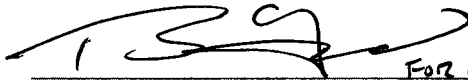
CITY MANAGER'S REPORT: JANUARY 08, 2024 **PAGE 4**
RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC
AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE
SURVEILLANCE SYSTEMS

APPROVALS:



Tony Fernandes
Information Systems Director

1-2-2024
Date



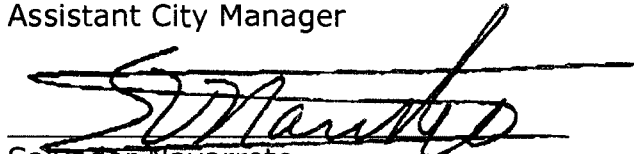
Cari James
Finance Director

1/2/2024
Date



Michael King
Assistant City Manager

1-2-2024
Date



Salvador Navarrete
City Attorney

1-2-2024
Date



Stephen J. Salvatore
City Manager

1/3/24
Date

RESOLUTION NO. 24 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY THE SERVICE AGREEMENT WITH ICU TECHNOLOGIES, INC AND APPROVE BUDGET ADJUSTMENT FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEMS

WHEREAS, City Council approved the creation of Capital Improvement Project (CIP) GG 19-07 Citywide Surveillance Systems on April 8, 2019; and

WHEREAS, The purpose of the CIP is to use the surveillance system to proactively identify crime as it occurs in the City enhancing citizen safety as well as act as deterrent to crime; and

WHEREAS, Having this infrastructure in place gives officers an immediate tool to investigate and solve the crimes they respond to, making it an invaluable tool; and

WHEREAS, Staff identified four (4) intersections that require the camera surveillance system to be installed; and

WHEREAS ICU Technologies, Inc. presented an estimate of \$87,569.97 that is equal to the prices of their GSA contract no. 47QSWA18D003K; 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, to save on installation expenses the City Manager signed a service contract in the amount of \$87,859.97; and

WHEREAS, the additional \$12,430 will be used as contingency and other required infrastructure related to CIP GG 19-07

WHEREAS, There is not sufficient funds in the budget for CIP GG 19-07 therefore, staff is requesting an increase of \$100,000 to cover the expenses.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the service contract with ICU Technologies Inc. for the purchase, installation and commissioning of cameras in the amount of \$87,569.97 and approve the budget adjustment for CIP GG 19-07 Citywide Surveillance Systems.

The foregoing resolution was passed and adopted this 8th day of January 2024, 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 AGREEMENT BETWEEN THE CITY OF LATHROP
AND ICU TECHNOLOGIES, INC.
FOR THE PURCHASE, INSTALLATION AND COMMISSIONING OF
ADDITIONAL PIVOT TILT MOUNT (PTZ) AND MULTI-SENSOR
CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE SYSTEM**

THIS AGREEMENT, dated for convenience this 10 day of December 2023, is by and made and entered into by and between ICU TECHNOLOGIES, INC. ("CONSULTANT") and the CITY OF LATHROP, a California municipal corporation ("CITY");

RECITALS:

WHEREAS, CONSULTANT is specially trained, experienced, and competent to perform the installation, configuration, and commissioning of multi-sensor cameras as required by this agreement; and

WHEREAS, CONSULTANT was selected by CITY pursuant to said qualifications; and

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

WHEREAS, the purchase from the CONSULTANT is exempt from the CITY'S standard bidding procedure pursuant to Lathrop Municipal Code (LMC) 2.36.110, as the CONSULTANT holds GSA Contract number 47QSWA18D003K in Security & Protection and Information Technology Hardware & Software and pricing is pursuant to that contract.

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

AGREEMENT

(1) Scope of Service.

CONSULTANT agrees to perform the deployment, configuration, and commissioning of PTZ and multi-sensor cameras in accordance with the scope of work and fee proposal submitted by the CONSULTANT, attached as Exhibit "A" and incorporated herein by reference. CONSULTANT agrees to diligently perform these services in accordance with the standards of its profession and CITY'S satisfaction.

(2) Compensation.

CITY hereby agrees to pay CONSULTANT a sum not to exceed **\$87,569.97** as described in Exhibit "A".

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

CONSULTANT shall be paid within thirty (30) days of receipt of billings containing all information contained in Paragraph 5 below. In no event shall CONSULTANT be entitled to compensation for work not included in Exhibit "A", unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's Authorized Representative prior to the commencement of the work.

(3) Effective Date and Term.

This agreement shall become effective on the signature date of the Department Head and CONSULTANT has been notified in writing as identified in section (18), and it shall terminate no later than June 30, 2024.

(4) Independent Contractor Status.

It is expressly understood and agreed by both parties that CONSULTANT, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. CONSULTANT expressly warrants not to represent, at any time or in any manner, that CONSULTANT is an employee of the CITY.

(5) Billings.

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

(6) Advice and Status Reporting.

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall clarify with the CITY any details of the design that are not specifically understood.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

(7) **Assignment of Personnel.**

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

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

(8) **Assignment and Subcontracting.**

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

(9) **Insurance.**

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

- (a) **Workers' Compensation.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars. In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.

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

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

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

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

- (i) CITY, its officers, employees, agents, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONSULTANT, including the insider's general supervision of CONSULTANT; products and completed operations of CONSULTANT; premises owned, occupied or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
 - (iv) Any failure of CONSULTANT to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
 - (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
 - (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.
- (c) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

- (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
- (iii) Terminate this Agreement.

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

(10) Indemnification - CONSULTANT'S Responsibility.

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

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

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

(11) Licenses.

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

(12) Business Licenses.

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

(13) Termination.

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

(14) Funding.

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

(15) Notices.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

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

Copy to: City of Lathrop
Information Systems Department
390 Towne Centre Drive
Lathrop, CA 95330

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

To Consultant: ICU Technologies
Tommy Smith
1382 Blue Oaks Blvd. Suite #110
Roseville, CA 95678
Phone: (559) 280-9333
Fax: (559) 892-1142

(16) Miscellaneous.

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

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

- (f) **Incorporation of Documents.** All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (g) **Integration.** This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work; there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (h) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (i) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (j) **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (k) **Status of CONSULTANT.** In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY. CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (l) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (m) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to

CITY OF LATHROP – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISSIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

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

- (n) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (o) Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

(17) General Contractor Responsibilities.

Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or CONSULTANT'S sub-consultants shall relieve the Consultant of its obligations, duties and responsibilities.

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

(18) Notice to Proceed.

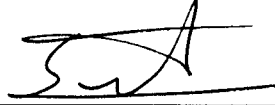
Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONSULTANT for any services prior to issuance of the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

(19) 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 – ICU TECHNOLOGIES, INC.
PURCHASE, INSTALLATION AND COMMISIONING OF ADDITIONAL PTZ AND
MULTI-SENSOR CAMERAS FOR CIP GG 19-07 CITYWIDE SURVEILLANCE
SYSTEM

Approved as to Form: City of Lathrop
City Attorney



12-14-2023

Salvador Navarrete

Date

Recommended By: Director of Information Systems

DocuSigned by:



12/12/2023

Tony Fernandes
Information Systems Director

Date

Approved By: City of Lathrop
390 Towne Centre Drive
Lathrop, CA 95330

Resolution # _____



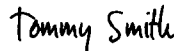
12-20-23

Stephen J. Salvatore
City Manager

Date

CONSULTANT: ICU Technologies
Tommy Smith
1382 Blue Oaks Blvd. Suite #110
Roseville, CA 95678
Fed ID #:
Business License #:

DocuSigned by:



12/12/2023

Signature

Date

Tommy Smith

CEO

Print Name

Title



ICU Technologies Inc.

1382 Blue Oaks Blvd, Suite 110
 Roseville, CA 95678
 +1 5304887200
 orders@icu-techinc.com
 www.icu-techinc.com

ADDRESS
 Tony Fernandes
 City of Lathrop
 390 Towne Centre Dr
 Lathrop, CA 95330
 United States

SHIP TO
 Tony Fernandes
 City of Lathrop
 390 Towne Centre Dr
 Lathrop, CA 95330 USA

ESTIMATE 2022-2653
 DATE 12/01/2023
 EXPIRATION 01/31/2024
 DATE

PROJECT NAME
 Video for Four Intersections

CONTRACT
 GSA# 47QSWA18D003K

SIN	ITEM	QTY	PRICE	AMOUNT
OLM	ICU-MISC-GSA Video Solution including one PTZ camera & 1 Multi-Sensor Camera for the following four intersections - River Islands & Delosso, River Islands & Summerton, In-N-Out & Starbucks, Delosso & Lakeside	0		0.00
334220	2.0C-H4IRPTZ-DP30-WP 2MP H4 IR PTZ, with Wiper 30X, Self-learning analytics, IK10, IP66, 250m IR	4	3,178.98	12,715.92T
	32C-H5A-4MH Avigilon 4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only	4	2,233.17	8,932.68T
334220	ACC7-ENT ACC 7 Enterprise Edition camera license	8	256.37	2,050.96T
334220	VMA-AS3-8P8-NA HD Video Appliance 8-Port 8TB; NA. ACC licenses sold separately	8	2,552.60	20,420.80T
OLM	H4AMH-AD-IRIL1 Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1.	4	315.41	1,261.64T
OLM	H4AMH-AD-PEND1 Outdoor pendant mount adapter, must order one of IRPTZ-MNT-WALL1 or IRPTZ-MNT-NPTA1 and one of H4AMH-DO-COVR1 or H4AMH-DO-COVR1-SMOKE.	4	162.00	648.00T
OLM	H4AMH-DO-COVR1 Dome bubble and cover, for outdoor surface mount or pendant mount, clear.	4	129.60	518.40T
334220	H4-MT-POLE1 Pole mount adapter for use with H4A-MT-Wall1; H4-BO-JBOX1; H4SL; H4F; H4 PTZ; H4 IR PTZ and H4 Multisensor cameras.	8	81.15	649.20T
OLM	ICU-MISC-GSA Avigilon POE-INJ2-95W-NA	4	335.00	1,340.00T
OLM	ICU-MISC-GSA Microchip PD-9512GC/AC-US	4	2,402.91	9,611.64T
OLM	ICU-MISC-GSA Avigilon IRPTZ-MNT-WALL1	8	76.95	615.60T
OLM	ICU-MISC-GSA IRPTZ-MNT-NPTA1	4	76.95	307.80T

OLM	ICU-MISC-GSA NavePoint 1 U Plastic Rack Mount Horizontal Cable Manager Duct Raceway for 19 inch Server rack	4	67.847	271.39T
OLM	ICU-MISC-GSA Monoprice CAT6A Ethernet Patch Cable - 3 Feet - Red Snagless RJ45 550Mhz UTP Pure Bare Copper Wire 10G 30AWG 10 Pack - SlimRun Series	4	80.457	321.83T
OLM	ICU-MISC-GSA Monoprice CAT6A Ethernet Patch Cable - 3 Feet - Blue Snagless RJ45 550Mhz UTP Pure Bare Copper Wire 10G 30AWG 10 Pack - SlimRun Series	4	80.457	321.83T
OLM	ICU-MISC-GSA NavePoint Universal Rack Tray Vented Shelves - 1U Black 14 Inches	4	67.847	271.39T
OLM	ICU-MISC-GSA Centropower PoE CAT6 Extender Gigabit Ethernet Waterproof Outdoor PoE Extender Single Port Signal Extender	8	149.50	1,196.00T
OLM	ICU-MISC-GSA Misc GSA installation materials, including cabling, conduit, fittings, blocks, connectors, and patch cables	1	1,430.00	1,430.00T
541330L	ICU-Project Lead Project Lead-Manage and set schedule, coordinate with others, communicate system status.	96	161.54	15,507.84
541330L	ICU-Project Manager Project Manager-Manages and supervises personnel including technicians and ancillary support staff involved in all aspects of project activity, organizes and assigns responsibilities to subordinates, and oversees the successful completion of all assigned tasks on security information technology projects.	8	195.80	1,566.40

Subtotal:
79,959.32

N/A	GSA-IFF	79,959.31	0.007556	604.17
N/A	ICU-SHIPPING Freight to customer location	1	950.00	950.00
OLM	ICU-MISC-GSA Roundtrip Mileage - ICU HQ to project site - 1 Truck - 81 miles each direction x 6 trips 972 Total Miles.	972	0.57	554.04

Estimate Notes:

1. DIF# 1000064856
2. Email Order to orders@icu-technic.com
3. Payment by credit card will include a 4% processing fee.

SUBTOTAL	82,067.53
TAX	5,502.44
TOTAL	\$87,569.97

Accepted By

Accepted Date

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ITEM 5.1

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030 SPEED LIMITS 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 Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code**

SUMMARY:

The California Vehicle Code (CVC) Sections 22357 through 22364 and 40800 through 40808 require an Engineering and Traffic Survey (Survey) to establish or update a legally enforceable speed limit on most California roads. Speed limits must be established within one year of acceptance of major City streets, as the current posted speed limit is based on design criteria, not a Survey.

Staff conducted the Surveys for the purpose of establishing legally enforceable speed limits on local streets. The proposed amended Ordinance (Attachment A) sets enforceable speed limits for various streets within the City.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt an Ordinance amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code.

BACKGROUND:

Pursuant to CVC Sections 22357 through 22364 and 40800 through 40808, law enforcement can only enforce speed limits posted on regulatory signs if they are listed identically in City Municipal Code and are based on a valid and current Survey prepared by a California-licensed traffic engineer.

Speed limit signs currently posted on these segments represent design speed, a calculation conducted to determine an initial speed limit for a road based upon its geometry, number of lanes, surrounding land use and other factors.

**JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10
VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030**

As traffic volumes on the subject streets have increased to a level supporting the collection of speed data to determine enforceable speed limits, City staff conducted the Surveys. The proposed amended Ordinance (Attachment A) reflects the findings of the Surveys and could be utilized to set enforceable speed limits for various streets in the City of Lathrop that have yet to be surveyed.

The CVC governs how Surveys are conducted and describes the basis for the proposed speed limits. Data is collected on actual vehicle speed data from at least 100 or more free flowing vehicles per segment in a three-hour period. The traffic engineer then processes the data to determine important parameters such as the 85th percentile speed, 10 mile per hour (mph) pace, and percentage of vehicles following the current posted speed limit. The traffic engineer also considers physical and environmental factors of the segment, such as the number of residential driveways, the proximity to schools, sun glare, roadway width, etc.

As required by the CVC, the recommended speed limit is determined by rounding to the nearest 5 mph increment from the 85th percentile speed. Based on physical and environmental factors, the traffic engineer has the ability to reduce the recommended speed by 5 mph if the justification for doing so is documented in the Survey.

CVC also states that Surveys are valid for seven years. Therefore, these Surveys will expire on February 1, 2031. Surveys may also be extended by a traffic engineer for seven (7) years depending upon criteria such as significant changes in roadway alignment, traffic volumes, and surrounding land use.

As a function of the Surveys conducted by City staff, proposed speed limits for segments of City streets bounded by associated nodes are summarized in Table 1, below. The complete Surveys for each street are provided as Attachment B.

TABLE 1 - SUMMARY OF PROPOSED NEW SPEED LIMITS

<u>SEGMENT NAME</u>	<u>SEGMENT BEGIN</u>	<u>SEGMENT END</u>	<u>DESIGN SPEED</u>	<u>PROPOSED SPEED LIMIT</u>
Business Park Ct.	Yosemite Ave.	End	35	35
Glacier St.	Jefferson Way	Yosemite Ave.	45	45
Jefferson Way	Glacier St.	Yosemite Ave.	45	45
Yosemite Ave.	Jefferson Way	Glacier St.	45	45
Yosemite Ct.	Yosemite Ave.	End	NONE	40
Stanford Crossing	Spartan Way	Barbara Terry Blvd.	30	35
Stanford Crossing	Barbara Terry Blvd.	Golden Valley Pkwy.	30	35

**JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
PUBLIC HEARING (PUBLISHED NOTICE) TO CONSIDER AN ORDINANCE
AMENDING THE SPEED LIMITS IN THE CITY OF LATHROP, TITLE 10
VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS, SECTION 10.08.030**

Barbara Terry Blvd.	Stanford Crossing	Adobe Way	35	40
Barbara Terry Blvd.	Stanford Crossing	Central Pacific St.	NONE	30
Golden Valley Pkwy.	Brookhurst Blvd.	Sadler Oak	45	45
Riverfront Dr.	Somerston Pkwy.	Bosch Ave.	25	35

SPEED LIMITS OF THE LATHROP MUNICIPAL CODE:

To establish speed limits, LMC 10.08.030 requires a public hearing, introduction and first reading of the proposed ordinance at this City Council meeting, and adoption of the proposed Ordinance at a subsequent Council meeting.

Staff requests that City Council hold a public hearing, consider all information and public testimony and, if determined to be appropriate, adopt an Ordinance amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code.

REASON FOR RECOMMENDATION:

The requested Ordinance amendment to Section 10.08.030 of the LMC is required by the CVC to establish legally enforceable speed limits.

FISCAL IMPACT:

Sufficient funds have been allocated in the adopted FY 23/24 budget to fund staff time and the purchase & installation of the speed limit signage.

ATTACHMENTS:

- A. Proposed Ordinance Amendment of the City Council of the City of Lathrop Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code
- B. Engineering & Traffic Speed Surveys

JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

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

APPROVALS:



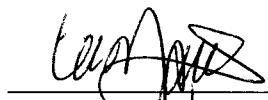
Veronica Albarran
Junior Engineer

12/14/2023
Date



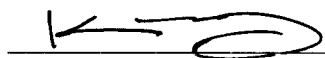
Brad Taylor
City Engineer

12/14/2023
Date




Cari James
Finance Director

12/15/23
Date



Michael King
Assistant City Manager

12/14/2023
Date



Salvador Navarrete
City Attorney

12-12-2023
Date



Stephen J. Salvatore
City Manager

1/3/23
Date

ORDINANCE NO. 24-

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

WHEREAS, the California Vehicle Code (CVC) requires that an Engineering and Traffic Survey (Survey) be conducted to establish a legally enforceable prima facie speed limit for a public roadway; and

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

WHEREAS, staff has conducted Surveys to establish legal speed limits for specific streets; and

WHEREAS, to update or establish speed limits for the indicated streets, it is necessary to amend Title 10 Vehicles and Traffic, Chapter 10.08 Speed Limits, Section 10.08.030 Speed Limits of the Lathrop Municipal Code; and

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

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

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

Section 1.

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

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

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

Street

Golden Valley Parkway
McKinley Avenue

Limits

Lathrop Road to River Islands Parkway
Louise Avenue to Yosemite Avenue

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

Street

Dell' Osso Drive
Glacier Street
Golden Valley Parkway
Golden Valley Parkway
Golden Valley Parkway
Harlan Road
Harlan Road
Harlan Road
Harlan Road
Harlan Road
Howland Road
Jefferson Way
Lathrop Road
Louise Avenue
Louise Avenue
Louise Avenue
Louise Avenue
Manthey Road
Manthey Road
Manthey Road
Manthey Road
McKinley Avenue
McKinley Avenue
River Islands Parkway
River Islands Parkway
River Islands Parkway
Somerton Parkway
Tesla Drive
Yosemite Avenue
Yosemite Avenue
Yosemite Avenue

Limits

River Islands Parkway to Lakeside Drive
Jefferson Way to Yosemite Avenue
Brookhurst Boulevard to Sadler Oak
River Island Parkway to Towne Centre Drive
Towne Centre Drive to Brookhurst Boulevard
Roth Road to Slate Street
Slate Street to Lathrop Road
Louise Avenue to D'Arcy Parkway
D'Arcy Parkway to Tesla Drive
Tesla Drive to End of Road
Louise Avenue to D'Arcy Parkway
Glacier Street to Yosemite Avenue
McKinley Avenue to city limits
Interstate 5 to Harlan Road
Harlan Road to Fifth Street
Fifth Street to McKinley Avenue
McKinley Avenue to City Limits
Dos Reis Road to City Limits
Towne Centre Drive to Brookhurst Boulevard
Brookhurst Boulevard to Mossdale County Park
Stewart Road to Interstate 5 Ramps
Yosemite Avenue to City Limits
Lathrop Road to Louise Avenue
Golden Valley Parkway to McKee Boulevard
San Joaquin River Bridge to Somerton Parkway
Somerton Parkway to Norbeck Street
River Islands Parkway to South of Lakeside Drive
Harlan Road to Christopher Way
SR 120 to D'Arcy Parkway
D'Arcy Parkway to City Limit
Jefferson Way to Glacier Street

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

Street

Barbara Terry Boulevard
D'Arcy Parkway
D'Arcy Parkway
Dos Reis Road
Harlan Road
Lathrop Road
Manthey Road
Manthey Road
Yosemite Court

Limits

Stanford Crossing to Adobe Way
Yosemite Avenue to Christopher Way
Christopher Way to Harlan Road
Manthey Road to East School Zone
Lathrop Road to Louise Avenue
5th Street to McKinley Avenue
Lathrop Road to Dos Reis Road
Mossdale County Park to Stewart Road
Yosemite Avenue to End

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

Street

Barbara Terry Boulevard
Barbara Terry Boulevard
Business Park Court
Brookhurst Boulevard
Brookhurst Boulevard
Brookhurst Boulevard
Dell’Osso Drive
Christopher Way
Dos Reis Road
Dos Reis Road
Golden Spike Trail
Lakeside Drive
Lakeside Drive
Lakeside Drive
Lathrop Road
Lathrop Road
McKee Boulevard
McKee Boulevard
McKee Boulevard
McKee Boulevard
Murphy Parkway
Murphy Parkway
Riverfront Drive
River Islands Parkway
River Islands Parkway
Roth Road
Seventh Street
Somerton Parkway
Stanford Crossing
Stanford Crossing

Limits

Spartan Way to McKee Boulevard
McKee Boulevard to Adobe Way
Yosemite Avenue to End
Manthey Road to Golden Valley Parkway
Golden Valley Parkway to McKee Boulevard
McKee Boulevard to Golden Spike Trail
Mulholland Drive to River Islands Parkway
D’Arcy Parkway to End of Road
East School Zone to West School Zone
West School Zone to Dos Reis Park
Towne Centre Drive to Brookhurst Boulevard
Stewart Road to Vega Park Roundabout
Vega Park Roundabout to Somerton Parkway
Somerton Parkway to Dell’Osso Drive
Interstate 5 to Rev Maurice Cotton Drive
Rev Maurice Cotton Drive to Fifth Street
Brookhurst Boulevard to Towne Centre Drive
Towne Centre Drive to Johnson Ferry
Johnson Ferry to River Islands Parkway
River Islands Parkway to Barbara Terry Boulevard
Tesla Drive to D’Arcy Parkway
D’Arcy Parkway to End of Road
Somerton Parkway to Bosch Avenue
Interstate 5 to Golden Valley Parkway
McKee Boulevard to San Joaquin River bridge
Interstate 5 to East City Limits
J Street to Thomsen Road
Riverfront Drive to River Islands Parkway
Barbara Terry Boulevard to Golden Valley Parkway
Spartan Way to Barbara Terry Boulevard

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

Street

Academy Drive
Barbara Terry Boulevard
Commerical Street
Inland Passage Way
Slate Street
Slate Street
Opal Street
Opal Street
Sadler Oak Drive
Johnson Ferry Road
Stonebridge Lane

Limits

Somerton Parkway to Broadmoor Way
Stanford Crossing to Central Pacific Street
Marina Drive to Academy Drive
Sadler Oak Drive to Open Range Avenue
Harlan Road to Deerwood Way
Deerwood Way to Stonebridge Lane
Stonebridge Lane to Deerwood Way
Deerwood Way to Slate Street
Manthey Road to Inland Passage Way
Colonial Trail to Golden Spike Trail
Harlan Road to Slate Street

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

Street	Limits
Academy Drive	River Bend Drive to Somerson Parkway
Cambridge Drive	Lathrop Road to Louise Avenue
Fifth Street	K Street to O Street
J Street	Harlan Road to Fifth Street
Lathrop Road	Interstate 5 to Golden Valley Parkway
Marina Drive	River Bend Drive to Somerston Parkway
Marina Drive	Somerston Parkway to Taft Drive
O Street	Harlan Road to Seventh Street
Spartan Way	Golden Valley Parkway to Generations Center
Spartan Way	Generations Center to Lathrop High School
Spartan Way	Lathrop High School to Stanford Crossing
Spartan Way	Stanford Crossing to Barbara Terry Boulevard
Stewart Road	Manthey Road to South River Bend
Thomsen Road	Harlan Road to Grayson Road
Thomsen Road	Grayson Road to Halmar Lane
Thomsen Road	Halmar Lane to Seventh Street
Towne Centre Drive	Golden Valley Parkway to McKee Boulevard
Towne Centre Drive	McKee Boulevard to Village Avenue

- G. The following list of two hundred thirty-seven (237) roadway segments that meet the requirements defined in section 40802(b) of the CVC for a local street are not subject to the requirement for an Engineering and Traffic Survey. These local / residential streets shall have a recommended prima facie speed limit of 25 mph that can be enforced with radar, exempt from speed trap laws related to Engineering and Traffic Survey requirements:

H.

Admiral Way	Avon Avenue	Brookwood Way
Adobe Way	Aztec Land	Calcite Avenue
Almond Orchard Way	Back Bay Drive	Cambridge Drive
American Farms Avenue	Baywood Way	Camelback Street
Americana Way	Bella Place	Camish Place
Andover Way	Bellchase Road	Cannella Drive
Apple Grove Avenue	Berkshire Court	Carleta Place
Applewood Way	Bizzibe Street	Carnaby Road
Argillite Avenue	Blackwood Avenue	Carnelian Avenue
Aries Place	Bloom Way	Cedar Valley Drive
Arkose Street	Blue Sky Drive	Cedarbrook Way
Aspenwood Avenue	Boulder Avenue	Channel Drive
August Drive	Bramblewood Avenue	Christie Falls Way
Autumn Rain Drive	Brewer Street	Claim Stake Avenue
Autumnwood Avenue	Brookhurst Boulevard	Cloudy Bay

Cobble Creek Way	Greengate Place	New England Avenue
Cold Springs Street	Gypsum Way	New Well Avenue
Colonial Trail	H Street	Noel Lane
Covered Bridge Way	Halmar Lane	Obsidian Street
Craftsman Drive	Havenwood Avenue	Old Glory Way
Crescent Moon Drive	Historic Avenue	Old Wharf Place
Crescent Park Circle	Homestead Avenue	Olivine Avenue
Daffodil Hill Street	Honey Place	Onyx Avenue
Dalton Court	I Street	Ore Claim Trail
Danbury Place	Independence Avenue	Orlando Lane
Derby Lane	Iron Horse Trail	Osage Place
Dry Creek Place	J Street	Parkhaven Street
Eagle Lane	Janice Place	Parkside Drive
Easy Street	Jasper Street	Pasture Avenue
Emerald Bay Court	Johnson Ferry Road	Patricia Place
Emory Oak Place	Jonquil Drive	Patriot Way
Englewood Way	Julie Lane	Pecan Hollow Way
English Country Trail	K Street	Pennant Avenue
Eton Way	Kirkwood Way	Pheasant Downs Road
Evergreen Avenue	L Street	Pine Valley Drive
Exeter Court	Landmark Point	Pinewood Drive
Fairview Way	Late Harvest Place	Pioneer Avenue
Ferndale Street	Lazy Ridge Avenue	Pipestone Street
Ferry Launch Avenue	Leather Oak Road	Platinum Avenue
Finchwood Drive	Libby Lane	Pony Express Way
Fleurette Lane	Liberty Point	Poppy Drive
Flint Avenue	Limestone Avenue	Prairie Dunes Drive
Forestwood Way	Lisa Lane	Princeville Street
Forty Niner Trail	Loganberry Way	Quartz Way
Four Corners Court	Long Barn Drive	Rail Way
G Street	Lottie Way	Red Barn Place
Gaar Avenue	Magnetite Avenue	Redstone Street
Gail Drive	Maharaja Drive	Reiger Drive
Galena Street	Mariners Drive	Renaissance Avenue
Garden Glade Street	Maxwell Lane	Reverend Maurice Cotton Drive
Gardner Place	Meteorite Street	River Bend Drive
Garmetta Way	Milestone Drive	Riverboat Drive
Gold Nugget Trail	Mill Stone Way	Riverdale Street
Golden Spike Trail	Millpond Avenue	Rocky Harbor Road
Granite Avenue	Mingo Way	Rosebriar Place
Grapevine Place	Mossy Point Way	Rosewood Street
Grayson Road	N Street	Ryhiner Lane
Green Plaza	Navigator Drive	Saguaro Lane

Samoa Lane	Southport Street	Tulip Tree Way
Sand Bar Way	Spar Street	Tumbleweed Lane
Schumard Oak Road	St. Andrew Street	Upstream Drive
Scrub Oak Drive	Stage Coach Drive	Victorian Trail
Sedona Lane	Stone Cellar Way	Village Avenue
Settler Trail	Strawberry Glen Street	W Nut Tree Court
Shadowberry Place	Sugar Pine Drive	Warfield Road
Shady Mill Way	Sunrise Place	Water Mills Street
Shadywood Avenue	Suzie Q Lane	Water Way
Sheltered Cove	Talc Street	Waterman Avenue
Shilling Avenue	Thomsen Road	Wheat Field Street
Showlow Lane	Tidewater Point	Wild Oak Drive
Sierra Gold Trail	Toro Lane	Williamstowne
Siltstone Avenue	Town Square	Woodfield Drive
Silver Creek Drive	Tracywood Avenue	Wynona Way
Sixth Street	Trestle Point	Zalman Lane
South Lagoon Way		

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

Section 4. Effective Date

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

Section 5. Publication

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

THIS ORDINANCE was introduced at a regular meeting of the City Council of the City of Lathrop on the 8th day of January 2024, and was **PASSED AND ADOPTED** at a regular meeting of the City Council of the City of Lathrop on the ____ day of _____, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

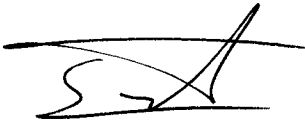
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

Teresa Vargas, City Clerk



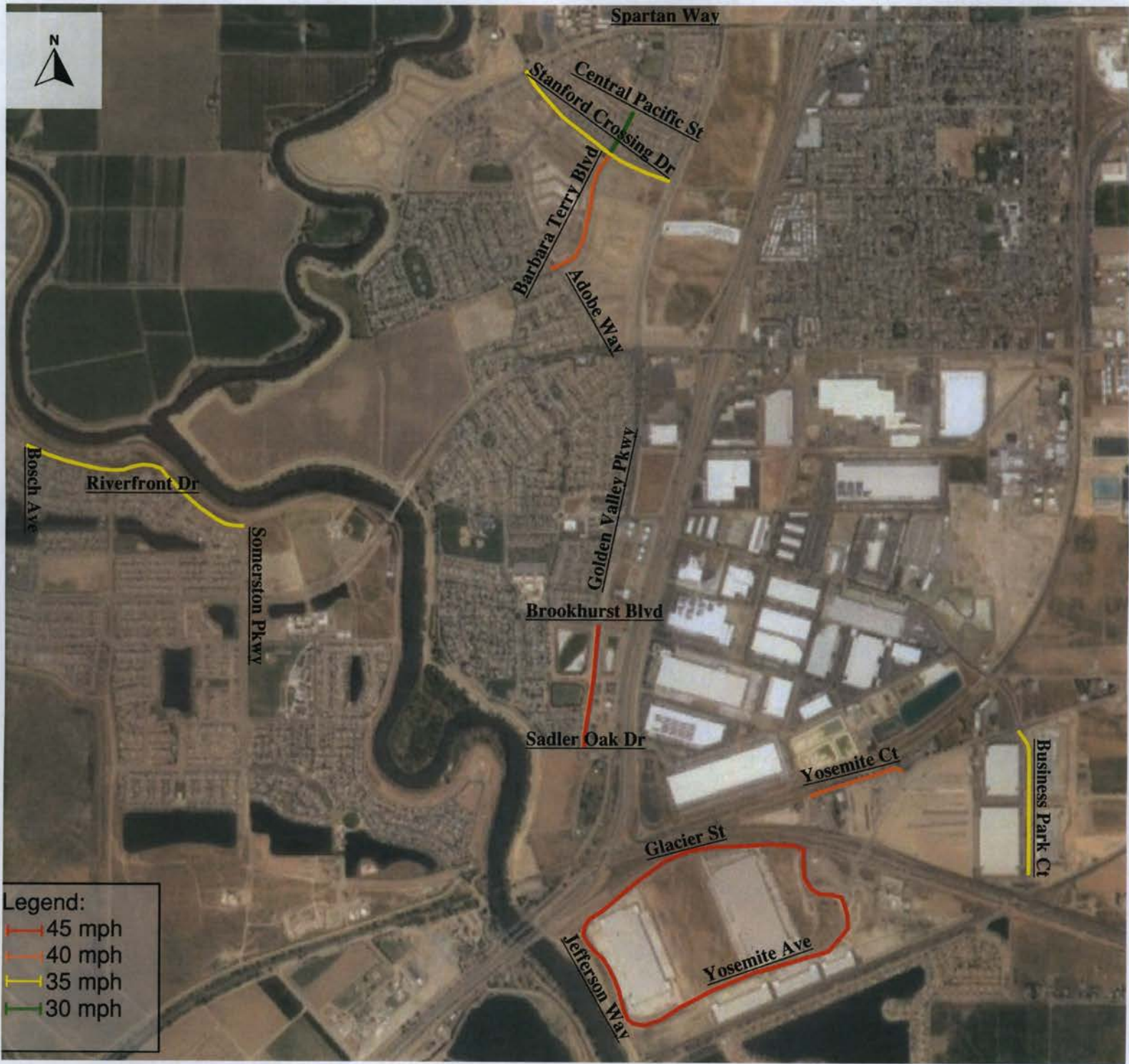
Salvador Navarrete, City Attorney

CITY OF LATHROP

ENGINEERING AND TRAFFIC SPEED SURVEY

STREET SEGMENTS

<u>Street</u>	<u>Limits</u>
1. Business Park Court:	Yosemite Avenue to End
2. Glacier Street:	Jefferson Way to Yosemite Avenue
3. Jefferson Way:	Glacier Street to Yosemite Avenue
4. Yosemite Avenue:	Jefferson Way to Glacier Street
5. Yosemite Court:	Yosemite Avenue to End
6. Stanford Crossing:	Spartan Way to Barbara Terry Boulevard
7. Stanford Crossing:	Barbara Terry Boulevard to Golden Valley Parkway
8. Barbara Terry Boulevard:	Stanford Crossing to Adobe Way
9. Barbara Terry Boulevard:	Stanford Crossing to Central Pacific Street
10. Golden Valley Parkway:	Brookhurst Boulevard to Sadler Oak
11. Riverfront Drive:	Somerston Parkway to Bosch Avenue



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 1/8/2024

Location Description

Segment Name: Barbara Terry Boulevard Limits: Stanford Crossing
Central Pacific Street

Existing Conditions

Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Northbound	Southbound
Posted Speed Limit:	N/A	Average Daily Traffic (vehicles):	300	300
Transit Facilities:	None	Heavy Vehicle Percentage:	< 1%	< 1%

Bicycle and Pedestrian Facilities

Sidewalk on both sides of street

Description of Surrounding Area

Residential subdivision (not fronting Barbara Terry Blvd)
Homes fronting Barbara Terry Boulevard north of Central Pacific Street

Parking Accomodations

Parking prohibited from Stanford Crossing to Sunol Street
Parking permitted from Sunol Street to Central Pacific Street

Intersection Facilities

Roundabout at Stanford Crossing
Uncontrolled pedestrian crosswalk at the Sunol St and Barbara Terry Blvd Intersection
Side street stops at Sunol St and Barbara Terry Blvd Intersection
Uncontrolled pedestrian crosswalk at the Central Pacific St and Barbara Terry Blvd Intersection
Side street stops at Central Pacific St and Barbara Terry Blvd Intersection

Community Facilities

Leland and Jane Stanford Park at the north end of Barbara Terry Boulevard

Collision History

Collision Rate and Pattern Indicative of Non-Apparent
Conditons? **No**

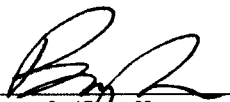
Current Speed Survey Data

	Northbound	Southbound
50th Percentile:	28 mph	28 mph
85th Percentile:	31 mph	33 mph
Nearest 5mph Increment:	30 mph	35 mph
Median:	28 mph	28 mph
10 mph Pace:	23-33	23-33
Percent in Pace:	84%	86%
Percent Below Pace:	10%	2%
Percent Above Pace:	6%	12%

Recommended Speed Limit: 30 miles per hour (mph)

Justification

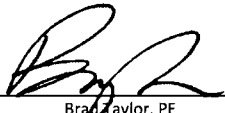

(1) Proximity of a residential neighborhood; (2) Proximity of a neighborhood park. Rounding the recommended speed limit down to 30 mph for both the northbound and southbound directions was determined to be appropriate in compliance with CVC Section 22358.6.


 Brad Taylor, PE
 Registered Traffic Engineer



City of Lathrop Engineering and Traffic Survey Report

Approved Date: 1/8/2024

<i>Location Description</i>			
Segment Name:	Golden Valley Parkway	Limits:	Brookhurst Boulevard Sadler Oak Drive
<i>Existing Conditions</i>			
Number of lanes:	1 Lane in Each Direction	Traffic Volumes	Northbound Southbound
Posted Speed Limit:	45 mph	Average Daily Traffic (vehicles):	350 350
Transit Facilities:	None	Heavy Vehicle Percentage:	< 1% < 1%
<i>Bicycle and Pedestrian Facilities</i>	<i>Description of Surrounding Area</i>		
Sidewalk on both sides of Golden Valley Parkway	Apartment complex on the southeast side Residential area on the southwest side separate by sound wall Vacant land on the north sides		
<i>Parking Accomodations</i>	<i>Intersection Facilities</i>		
No parking is permitted	All-way stop at Brookhurst Blvd and Golden Valley Parkway intersection Southbound stop at Sadler Oak Drive and Golden Valley Parkway Intersection		
<i>Community Facilities</i>	<i>Collision History</i>		
None	Collision Rate and Pattern Indicative of Non-Apparent Conditions?		No
<i>Current Speed Survey Data</i>			
	Northbound	Southbound	
50th Percentile:	41 mph	43 mph	
85th Percentile:	47 mph	48 mph	
Nearest 5mph Increment:	45 mph	50 mph	
Median:	41 mph	44 mph	
10 mph Pace:	37-46	39-48	
Percent in Pace:	62%	64%	
Percent Below Pace:	22%	20%	
Percent Above Pace:	17%	15%	
Recommended Speed Limit: 45 miles per hour (mph)			
<i>Justification</i>			
<p>(1) The 85th percentile for the northbound direction is 47 mph; (2) Golden Valley Parkway is not yet fully constructed (inside lanes and median to be constructed when warranted by traffic volume); (3) Proximity of residential subdivisions on the east and west sides of Golden Valley Parkway. Rounding the recommended speed limit down to 45 mph for the southbound direction was determined to be appropriate in compliance with CVC Section 22358.6</p>			
 Brad Taylor, PE Registered Traffic Engineer			

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ITEM 5.2

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: PUBLIC HEARING (PUBLISHED NOTICE) ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE (LMC) TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS IN TITLE 5, BUSINESS LICENSES AND REGULATIONS, TITLE 8, HEALTH AND SAFETY, TITLE 15, BUILDINGS AND CONSTRUCTION, AND TITLE 17, ZONING (TA-23-139)

RECOMMENDATION: Council to Consider the Following:

1. Hold a Public Hearing; and
2. First Reading and Introduce an Ordinance Adopting Various Amendments to the Lathrop Municipal Code (LMC) to Modernize, Simplify, and Streamline Various Sections of Title 5, Business Licenses and Regulations, Title 8, Health and Safety, Title 15, Buildings and Construction, and Title 17, Zoning. The amendments include the following:
 - Chapter 5.04 (Business Licenses Generally): Revise and add language to exempt certain institutions and organizations from obtaining a business license.
 - Chapter 8.24 (Property Nuisances and Dust Control): Add language to clarify that a building or structure with broken or missing windows or doors constitute a hazardous condition and a prohibited nuisance.
 - Chapter 8.26 (Vacant and Abandoned Property): Add language to clarify that commercial and industrial properties are also subject to the vacant and abandoned regulations.
 - Chapter 15.56 (Floodplain Management): Clarify that the City Engineer is the designated Floodplain Administrator.
 - Chapter 17.48 (I Industrial District): Add warehouse as a permitted use in the Limited Industrial Zoning District.

- **Chapter 17.62 (Central Lathrop Zoning Districts): Update the Residential Site Development Standards Table to modify the off-street parking requirement for dwellings with 5 or more bedrooms.**
 - **Chapter 17.76 (Off-Street Parking and Loading): Revise the language to clarify that the Community Development Director may authorize the joint use of parking facilities under certain conditions.**
-

SUMMARY:

The proposed Code Text Amendment is a staff-initiated proposal to modify various sections of the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline Title 5, Business Licenses and Regulations, Title 8, Health and Safety, Title 15, Buildings and Construction, and Title 17, Zoning. The proposed amendments include providing an exemption for certain institutions or organizations from obtaining a business licenses, add language to what would constitute a public nuisance, add provisions for vacant and abandoned commercial and industrial property, reassign the role of the Floodplain Administrator, update the permitted uses in the IL, Limited Industrial Zoning District, and to clarify off-street parking requirements.

BACKGROUND:

In 2009, the City adopted an Economic Development Strategic Plan to guide the City Council in making decisions regarding economic growth for the City. In 2011, the City indicated a desire to accelerate economic and business growth development efforts by creating an Economic Development Program. To implement the City's economic goals and policies, staff regularly reviews and monitors various department policies, procedures, and the Zoning Ordinance for areas that need improvement. Staff determined and identified various sections of the LMC that are ambiguous, unclear and outdated. The intent of the proposed amendments is to assist and encourage development by providing concise and clear requirements for residents, developers and staff.

The City approved similar efforts and updated various sections of the LMC in 2013, 2016, 2017, 2019, 2021, and 2022. The previous updates were well received by the community and staff members that process development applications. The current amendments follow the same principles of the previous updates through integration of current policies and procedures, application of current State law, and incorporating best practices within the planning profession.

At their regular meeting of November 15, 2023, the Planning Commission considered the proposed amendments to the Lathrop Municipal Code. During their deliberation, the Planning Commission discussed and asked questions regarding the proposed (new) Chapter 17.79 titled "Hookah Lounges". Following deliberation, the Planning Commission voted 3-1, recommending the City Council adopt an Ordinance regarding the proposed amendments to the Lathrop Municipal Code; however, the commission did not have a recommendation (in favor or against) the proposed Hookah Lounge chapter. Lacking the appropriate recommendation from the commission as required by the LMC, staff is unable to forward the Hookah Lounge amendment for Council consideration. Planning Commission Resolution No. 23-14 is attached to this Staff Report as Attachment 9.

ANALYSIS:

Staff has determined the following text amendments conform to the General Plan. The proposed text amendments will modify the following Chapters and Sections of the LMC:

Chapter 5.04 Business Licenses Generally

The proposed amendment would modify Section 5.04.070, *Exemptions* to clarify that any institution or organization for the benefit of charitable purposes, is exempt from obtaining a business license. The proposed amendment would further clarify that no business license is required for conducting entertainment, dance, concert, exhibition or lecture by any religious, charitable, fraternal, educational, military, state, county or municipal organization or association if the event is for non-profit purposes.

Chapter 8.24 Property Nuisances and Dust Control

The proposed amendment would modify Section 8.24.030, *Prohibited nuisances visible from public streets*, to add language to clarify that a building or structure containing broken or missing windows or doors, constitute a hazardous condition or a potential attraction to trespassers making it a prohibited nuisance.

Chapter 8.26 Vacant and Abandoned Property

The proposed amendment would modify Chapter 8.26, *Vacant and Abandoned Property*, to add provisions for vacant and abandoned commercial and industrial properties. This chapter currently only applies to residential properties. By expanding the criteria to add more land uses, the City will be able to enforce maintenance and security of vacant and abandoned commercial and industrial properties as well.

Chapter 15.56 Floodplain Management

The proposed amendment would modify Section 15.56.240, *Designation of floodplain administrator* to reassign the role of Floodplain Administrator from the Community Development Director to the City Engineer.

Chapter 17.48 I Industrial District

The proposed amendment would modify Section 17.48.020, *IL: limited industrial district* to add warehouse and distribution as a permitted use. This amendment adds warehouse and distribution as a use specifically listed in the Limited Industrial Zoning District Table. This amendment is not introducing a new use since warehouse and distribution is already allowed in the Limited Industrial zone by applying the City's hierarchy model (uses in less intense zoning districts are allowed in more intense zoning districts). In this case, since warehouse and distribution is allowed in the CS, Service Commercial District, it is also allowed in the Limited Industrial Zone.

To avoid any confusion, staff is proposing to list the warehouse and distribution use under the Limited Industrial Zoning District for clarity and transparency.

Chapter 17.62 Central Lathrop Zoning Districts

The proposed amendment would update the *Residential Development Standards Table* (Table 17.62.110(A)) to remove the footnote that requires 3 covered parking spaces for any dwellings with 5 or more bedrooms. The current requirement for all other residential areas in the City is 2 covered spaces per unit (e.g., a garage), regardless of the number of bedrooms.

The requirement to provide a 3-car garage is excessive and is not the industry standard. In addition, the requirement to construct a 3-car garage requires more land and increases construction cost that will be passed on to future homeowners.

Chapter 17.76 Off-Street Parking and Loading

The proposed amendment would amend Section 17.76.020, *Off-street parking facilities required* to clarify that the Community Development Director (instead of the Building Official) may authorize the joint use of parking facilities because the Community Development Director provides oversight during the entitlement process. Joint use of off-street parking facilities are business that share the off-street parking and in many instances, are businesses that have different business hours (e.g., one is daytime use and the other is nighttime use).

Public Notice

A Notice of Public Hearing was advertised in the Manteca Bulletin on Thursday, December 21, 2023, and the meeting agenda was posted at our designated posting locations in the City. As of the writing of this report, no comments were received in favor or against the proposed amendments.

CEQA REVIEW:

The proposed Municipal Code Amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 (b) (3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

RECOMMENDATION:

The Planning Commission and staff recommend that the City Council consider all information provided and submitted, take and consider all public testimony and, if determined to be appropriate, take the following actions:

1. Introduce an Ordinance adopting various amendments to the Lathrop Municipal Code (LMC) to modernize, simplify, and streamline various sections of Title 5, Business Licenses and Regulations, Title 8, Health and Safety, Title 15, Buildings and Construction, and Title 17, Zoning.
 - Chapter 5.04 (Business Licenses Generally): Revise and add language to exempt certain institutions and organizations from obtaining a business license.
 - Chapter 8.24 (Property Nuisances and Dust Control): Add language to clarify that a building or structure with broken or missing windows or doors constitute a hazardous condition and a prohibited nuisance.
 - Chapter 8.26 (Vacant and Abandoned Property): Add language to clarify that commercial and industrial properties are also subject to the vacant and abandoned regulations.
 - Chapter 15.56 (Floodplain Management): Clarify that the City Engineer is the designated Floodplain Administrator.
 - Chapter 17.48 (I Industrial District): Add warehouse as a permitted use in the Limited Industrial Zoning District.
 - Chapter 17.62 (Central Lathrop Zoning Districts): Update the Residential Site Development Standards Table to modify the off-street parking requirement for dwellings with 5 or more bedrooms.
 - Chapter 17.76 (Off-Street Parking and Loading): Revise the language to clarify that the Community Development Director may authorize the joint use of parking facilities under certain conditions.

FISCAL IMPACT:


There is no fiscal impact to the City of Lathrop, only staff time to prepare the report.

ATTACHMENTS:

1. Ordinance Approving Various Municipal Code Amendments
2. Mark-up of Chapter 5.04 Business Licenses Generally
3. Mark-up of Chapter 8.24 Property Nuisances and Dust Control
4. Mark-up of Chapter 8.26 Vacant and Abandoned Property
5. Mark-up of Chapter 15.56 Floodplain Management
6. Mark-up of Chapter 17.48 I Industrial District
7. Mark-up of Chapter 17.62 Central Lathrop Zoning Districts
8. Mark-up of Chapter 17.76 Off-Street Parking and Loading
9. Planning Commission Resolution No. 23-14

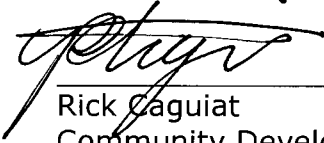
**CITY MANAGERS REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
MUNICIPAL CODE AMENDMENT**

APPROVALS:



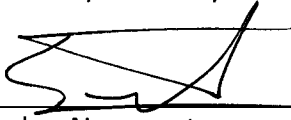
David Niskanen
Contract Planner

12/19/2023
Date



Rick Caguiat
Community Development Director

12/19/23
Date



Salvador Navarrete
City Attorney

12.19.2023
Date



Stephen J. Salvatore
City Manager

12.20.23
Date

ORDINANCE NO. 24-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP ADOPTING VARIOUS AMENDMENTS TO THE LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE VARIOUS SECTIONS OF TITLE 5, BUSINESS LICENSES AND REGULATIONS, TITLE 8, HEALTH AND SAFETY, TITLE 15, BUILDINGS AND CONSTRUCTION, AND TITLE 17, ZONING (TA-23-139)

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing at a regular meeting on November 15, 2023, at which they adopted PC Resolution No. 23-14 recommending City Council adopt Municipal Code Text Amendment No. TA-23-139 pursuant to the Lathrop Municipal Code, with no recommendation regarding the new Chapter 17.79 related to Hookah Lounges; and

WHEREAS, the City of Lathrop City Council held a duly noticed public hearing at a regular meeting on January 8, 2024 to review and consider Municipal Code Amendment No. TA-23-139; and

WHEREAS, the proposed code amendment is Citywide and affects all applicable properties in the City; and

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a Planning Commission recommendation to the City Council by resolution; and

WHEREAS, the proposed code amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061 by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the City Council finds that the proposed code amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures, minor clarifications and incorporate updated policies; and

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

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

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Lathrop based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby approve Municipal Code Amendments as shown on Attachments "2", "3", "4", "5", "6", "7", and "8", of the staff report dated January 8, 2024, incorporated by reference herein.

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

Section 1. The Lathrop Municipal Code is hereby amended as shown in Attachments "2", "3", "4", "5", "6", "7", and "8" 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 meeting of the City Council of the City of Lathrop on the 8th day of January, 2024, and was PASSED AND ADOPTED at a regular meeting of the City Council of the City of Lathrop on _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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 5.04 Business Licenses Generally

[...]

5.04.070 Exemptions.

A. No person shall be exempt from the necessity of procuring a license to do business in the city. License taxes, however, will not be charged for the persons enumerated in the cases listed below.

B. In each of these cases, the persons claiming exemption from license taxes shall first present satisfactory evidence to the finance director that he or she is entitled to such an exemption, which evidence shall include a written statement under oath (certified statement), setting forth such facts and giving such information that the finance director may require; and provided further, that all such persons comply with all other provisions of this chapter.

1. Veterans who are exempt by state law from the payment of a license tax and application fees who meet the following criteria:

- a. The applicant was honorably discharged,
- b. The business license must be solely owned by the veteran (exemption extended to spousal ownership, under community property laws),
- c. The applicant is requesting a license to hawk, peddle or vend any goods, wares or merchandise owned by applicant except for liquor;

2. Those persons who by trade are engaged in interstate commerce, and who are by law exempt from payment of a license tax by virtue of the fact that they are engaged in interstate commerce;

3. Persons transacting and carrying on any business exempt by virtue of the Constitution or applicable statutes of the United States of America or other state from the payment to municipal corporations of such license taxes;

4. ~~Persons conducting dances, concerts, lectures, parties or entertainment where all the receipts are appropriated exclusively to any church or school, or for benefit of any religious, benevolent, patriotic or other public, charitable or beneficial purpose of a local character within the city; Any institution or organization, which is conducted, managed or carried on wholly for the benefit of charitable purposes, or from which profit is not derived either directly or indirectly by any person; nor shall any license be required for the conducting of any entertainment, concert, exhibition or lecture on scientific, musical, historical, literary, patriotic, religious or moral subjects, whenever the receipts of any such entertainment, concert, exhibition or lecture are to be appropriated to any church or school, or to any charitable, religious or benevolent purpose within the city. No license shall be required for the conducting of any entertainment, dance, concert, exhibition or lecture by any religious, charitable, fraternal, educational, military, state, county or~~

municipal organization or association whenever the receipts of any such entertainment, dance, concert, exhibition or lecture are to be appropriated for the purposes and objects for which such association or organization was formed, and from which profit is not derived, either directly or indirectly.

The permit holder or event organizer/host organization has the right to control and regulate the sale of goods, food and beverages within the event.

5. Any person who, by reason of blindness, infirmities of age, or loss of limbs is unable to obtain livelihood by other means than street vending or entertaining or house-to-house selling;

6. Every natural person of the age of seventeen (17) years of age or under whose annual gross receipts from any and all businesses are three thousand dollars (\$3,000.00) or less;

7. Any public utility which pays to the city a tax under a franchise or similar agreement.

C. The city may revoke any exempt license granted pursuant to the provisions of this chapter upon information that the licensee is not entitled to the exemption as provided therein. In such revocation, the procedure to be followed and the right of appeal shall be as provided in this chapter for the determination of a disputed tax. (Ord. 16-363 § 1; Ord. 02-198 § 1; Ord. 94-111; Ord. 90-22)

[...]

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Chapter 8.24 Property Nuisances and Dust Control

[...]

8.24.030 Prohibited nuisances visible from public streets.

It shall be unlawful for any person owning, leasing, renting, occupying or having charge or possession of any residential property in the city to maintain or to allow that property to be maintained in such a manner that any of the following conditions are found to exist thereon for an unreasonable period of time and are visible from the public street, except as may be allowed by any other provision of law including provisions of city ordinances:

- A. The accumulation of dirt, litter or debris;
- B. Clothesline or clothes hanging in front yard;
- C. Boxes, bins, containers, fire wood, lumber, junk, trash, salvage materials or other similar materials;
- D. Attractive nuisances dangerous to children, including abandoned, broken or neglected equipment, machinery, refrigerators and freezers, hazardous pools, ponds, ~~and excavations, and building or structure which has broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers;~~
- E. Broken or discarded furniture, household equipment and furnishings or shopping carts;
- F. Overgrown vegetation likely to be a fire hazard or to harbor rats, vermin, and other nuisances dangerous to public health, safety and welfare;
- G. Overgrown vegetation obstructing a necessary view of drivers on public streets or private driveways;
- H. Graffiti on the exterior of any building, fence or other structure;
- I. Vehicle parts or other articles of personal property which are abandoned or left in a state of partial construction, or repair;
- J. Mobilehomes, utility trailers, abandoned cars and trucks or their vehicles that are parked or stored in violation of the city's ordinances with respect to zoning or traffic;
- K. Weeds, dead, decayed, diseased or hazardous trees, and other vegetation constituting an unsightly appearance or dangerous to public health, safety, and welfare;

[...]

8.24.050 Unlawful residential and nonresidential property nuisances.

It shall be unlawful for any person owning, leasing, renting, occupying or having charge or possession of any nonresidential property in the city to maintain or to allow to be maintained that property in such a manner that any of the following conditions are found to exist thereon for an unreasonable period of time and are visible from the public street, except as may be allowed by any other provision of law, including provisions of the city ordinance:

- A. The accumulation of dirt, litter or debris;
- B. Boxes, bins, containers, firewood, lumber, junk, trash, salvage materials or other similar materials;
- C. Attractive nuisances dangerous to children, including abandoned, broken or neglected equipment, machinery, refrigerators and freezers, hazardous pools, ponds, ~~and~~ excavations, and building or structure which has broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers;
- D. Broken or discarded furniture, household equipment and furnishings or shopping carts;
- E. Overgrown vegetation likely to present a fire hazard or to harbor rats and/or vermin and other nuisances dangerous to public health, safety and welfare, or obstructing a necessary view of drivers on public streets or private driveways;
- F. Weeds, dead, decayed, diseased or hazardous trees, and other vegetation constituting an unsightly appearance or dangerous to public health, safety and welfare;

[...]

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Chapter 8.26 VACANT AND ABANDONED RESIDENTIAL PROPERTY

8.26.010 Purpose.

It is the purpose and intent to establish a vacant/abandoned property program as a mechanism to protect residential neighborhoods and commercial/industrial properties from becoming blighted through the lack of adequate maintenance and security of vacant/abandoned properties.

8.26.020 Definitions.

“Abandoned” means a property that is not being maintained while vacant or under a current notice of default and/or notice of trustee’s sale, pending tax assessors lien sale and/or properties that have been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale.

“Accessible property” means a property that is accessible through a compromised/breached gate, fence, wall etc.

“Accessible structure” means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

“Agreement” means any agreement or written instrument, which provides that title to residential and commercial/industrial properties property, shall be transferred or conveyed from one owner to another owner after the sale, trade, transfer or exchange.

[...]

“Commercial/Industrial property” means any improved real property or portion thereof, situated in the city, designed or permitted to be used for commercial or industrial purposes, and shall include the buildings and structures located on such improved real property. This includes any real property being offered for sale, trade, transfer, or exchange as “commercial or industrial” whether or not it is legally permitted and/or zoned for such use.

“Days” means consecutive calendar days.

“Deed in lieu of foreclosure/sale” means a recorded document that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

“Deed of trust” means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan. Used in California instead of a mortgage. This definition applies to any and all subsequent deeds of trust (i.e.: 2nd trust deed, 3rd trust deed, etc.).

“Default” means the failure to fulfill a contractual obligation, monetary or conditional.

“Distressed” means a property that is under a current notice of default and/or notice of trustee’s sale and/or pending tax assessor’s lien sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

“Evidence of vacancy” means any condition that on its own, or combined with other conditions present would lead a reasonable person to believe that the property is vacant. Such conditions include but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation and commercial/industrial use, statements by neighbors, passersby, delivery agents, government employees that the property is vacant.

[...]

8.26.060 Maintenance requirements.

Vacant/abandoned properties that have evidence of vacancy shall be subject to the following maintenance requirements and neighborhood standards:

A. Any condition causing the property to constitute a dangerous building shall be immediately remedied.

B. All properties within the city must be kept free of tall weeds, dry brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspapers, circulars, flyers, notices (except those required by federal, state or local law), discarded personal items, including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

C. All properties within the city shall be maintained free of graffiti, tagging or similar markings by removal or painting over with an exterior grade paint that matches the color of the existing exterior of the structure.

D. Visible front and side yards shall be mowed, landscaped and otherwise, to the satisfaction of the community development director or the city manager’s designee. Landscaping includes, but is not limited to, grass, ground covers, trees, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf or sod ~~designed specifically for residential installation~~. Weeds, gravel, broken concrete, asphalt, decomposed granite, plastic sheeting, mulch, indoor-outdoor carpet or any similar materials are not acceptable landscaping. Maintenance of landscaping includes, but is not limited to, regular watering, irrigation, cutting, pruning and mowing of required landscape and removal of all trimmings. Water service must be provided through the water main located at the property. Electrical service may need to be provided for automatic irrigation systems to work properly.

[...]

8.26.070 Security requirements.

Vacant/abandoned residential properties and all other properties within the city shall be secured as follows:

A. All windows, doors (walk-through, sliding and garage), gates and any other opening of such size that it may allow a child to access the interior of the property and or accessible structure(s) shall be secured so as to prevent access by any unauthorized person. In the case of broken windows, securing means the re-glazing or boarding of the window. All boards shall be fitted to the entire opening, secured by screws (no more than six (6) to eight (8) inches apart from each other) and painted to match the exterior of the dwelling.

B. Pools and spas shall be fenced or otherwise secured to prevent access or use by any unauthorized person.

[...]

8.26.090 Additional authority.

The community development director or the city manager’s designee shall have the authority to require the beneficiary/trustee/owner and/or owner of record of any vacant/abandoned residential property to implement additional maintenance and/or security measures, including, but not limited to: securing any/all door, window or other openings, installing additional security lighting, increasing on-site inspection frequency, employment of an on-site security guard or other measures as may be reasonably required to arrest the decline of the property and prevent the ongoing condition(s) of an attractive nuisance. In addition, nothing in this chapter shall prevent the application of provisions of the Lathrop Municipal Code, including, but not limited to, Chapter 1.12, for the abatement of nuisances by the city at the expense of the owner, trustee, or beneficiary.

[...]

8.26.120 Violation—Penalty.

Violations of this chapter shall be treated as a strict liability offense regardless of intent. Any person, firm and/or corporation that violates any portion of this chapter shall be subject to prosecution and/or administrative enforcement under Chapter 1.12. Fees shall be issued for non-compliance along with fines of either one hundred dollars (\$100.00), two hundred fifty dollars (\$250.00) or five hundred dollars (\$500.00) as set forth in Chapter 1.12. Civil penalties may also be assessed to the property on a daily basis for up to one thousand dollars (\$1,000.00) per violation a day, but no more than a total of one hundred thousand dollars (\$100,000) a year per parcel.

[...]

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Chapter 15.56 Floodplain Management

[...]

15.56.240 Designation of floodplain administrator.

The city engineer~~community development director~~ or the city manager's designee is appointed to administer, implement and enforce this chapter by granting or denying development permits in accord with its provisions. (Ord. 10-298 § 1; Ord. 98-158)

[...]

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Chapter 17.48 I Industrial District

[...]

17.48.020 IL: limited industrial district.

- A. Application. This district is intended primarily for application to those areas of the city which are designated for light industrial use by the general plan.
- B. Permitted Uses.
 - 1. Any use listed as a permitted use in the CS, service commercial district;
 - 2. Light industrial and related uses, including:
 - a. Assembly of small electric appliances, such as lighting fixtures, irons, fans, toasters and electric toys, refrigerators, washing machines, dryers, dishwashers and similar home appliances,
 - b. Assembly of small electrical equipment, such as home motion picture equipment, stereos, video cameras and radio and television receivers, but not including electrical machinery,
 - c. Manufacture of scientific, medical, dental and drafting instruments, orthopedic and medical appliances, cameras and photographic equipment, except film, electronic equipment, musical instruments, precision instruments, optical goods, watches and clocks,
 - d. Manufacture of ceramic products, such as pottery, figurines and small glazed tile,
 - e. Manufacturing, assembling, compounding, packaging and processing of cosmetics, drugs, pharmaceuticals, toilet soap (not including refining or rendering of fats or oils) and toiletries,
 - f. Manufacture and assembly of electrical supplies, such as coils, condensers, crystal holders, insulation, lamps, switches and wire and cable assembly, provided no noxious or offensive fumes or odors are produced,
 - g. Manufacture of cutlery, hardware, hand tools and furniture, dye and pattern making, metal stamping and extrusion of small products, such as costume jewelry, pins and needles, razor blades, bottle caps, buttons and kitchen utensils,
 - h. Manufacturing, assembling, compounding, packaging and processing of articles or merchandise from the following previously prepared materials: bone, canvas, cellophane, cellulose, cloth, cork, feathers, felt, fiber and synthetic fiber, fur, glass, hair, horn, leather, paint (not employing a boiling process), paper, plastics, precious or semi-precious metals or stones, rubber and synthetic rubber, shell, straw, textiles, tobacco and wood,

- i. Manufacturing, assembling, compounding, processing, packaging or treatment of such products as bakery goods, candy, dairy products, food products, including fruits and vegetables, but not including fish and meat products, pickles, sauerkraut, vinegar or yeast, or refining or rendering of fats and oils,
- j. Blacksmith shops, boat building, electric motor rebuilding, machine shops and paint shops,
- k. Food lockers and accessory sales,
- l. Gasoline service stations, including dispensing of diesel and liquid petroleum gas fuels and complete truck service,
- m. Lumber yards, including planing mills; mattress manufacture; storage yards for commercial vehicles or feed; flour, feed and grain mills; grain elevators,
- n. Manufacture and maintenance of electric and neon signs, billboards and commercial advertising structures,
- o. Offices, retail stores and watchpersons' living quarters incidental to and on the same site with an industrial use,
- p. Warehouse and distribution
- q. Public utility and public service structures and facilities, such as communications equipment buildings, electric distribution substations, electric transmission substations, gas regulator stations, pumping stations, public utility service yards, corporation yards, railroad rights-of-way and stations, reservoirs and storage tanks,
- r. Incidental and accessory structures and uses located on the same site as a permitted use,
- s. Other uses which are added to this list according to the procedure in Section 17.16.020.

[...]

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Chapter 17.62 Central Lathrop Zoning Districts

Article 11. Residential Development Standards

Table 17.62.110(A) Central Lathrop Specific Plan: Residential Site Development Standards for Conventional Plotted Units

Standard¹⁴¹³	Single Family Detached (SFD)		
	SFD Large Lot (5000 sq. ft. or larger)	SFD Medium Lot (4000-5000 sq. ft.)	SFD Small Lot (up to 4000 sq. ft.)
Front Yard Setback ^{4, 5, 1243}			
Living Area	15	12	10
Porch/Side-on Garage ³	12	10	8
Side Yard Setback ^{4, 5}			
Interior Side	5	5	0/5 ¹¹¹⁰
Street Side	10	10	10
Rear-Yard Setback ^{4, 5, 7}			
Living Area	15 min./20 avg.	12 min./15 avg.	5 min./10 avg.
Garage Setback ^{4, 1112, 1243}			
Street-Primary	20	20	20
Street-Secondary	3-5 or 20+	3-5 or 20+	3-5 or 20+
Lot Size			
Minimum Width	45	40	32
Minimum Depth	85	75	60
Lot Coverage (%) ²	50% /60%	50% /60%	65% /na
MUPYS (sq. ft.) ¹	400	300	180
Building Height (ft.)	40	40	40
Minimum Frontage ⁸			
Lots 45' wide or greater	35	35	35
Lots less than 45' wide	30	30	30
Parking			
On-Street Parking	1 Space per Unit	1 Space per Unit	1 Space per Unit
Covered Parking ^{9, 10}	2 Spaces per Unit	2 Spaces per Unit	2 Spaces per Unit

All dimensions are in feet unless otherwise noted

na=not applicable

avg=average per lot

Notes to Table 17.62.110(A)

- 1 MUPYS = Minimum Usable Private Yard Space. Ten (10') foot minimum dimension required.
- 2 Lot coverage percentage = multi-story/single story.
- 3 Side-on garage only on lots greater than 55'. A minimum 30' between the garage door and the side property line is required to accommodate back-up space.
- 4 Setbacks measured from property line.
- 5 Items such as, but not limited to, air conditioning condensers, porches, chimneys, bay windows, media centers, etc. may encroach 2' into the required setback provided a minimum of 36" flat and level area is maintained for access around the house.
- 6 Curbside parking may be counted toward required number of guest spaces. Tandem garages may be used to accommodate required parking stalls if not used towards fulfilling the minimum 2 required parking stalls. The CLDRB may consider and approve the use of tandem garages to meet parking standards if requested by a builder or developer, and approved by the community development director or the city manager's designee.
- 7 At cul-de-sac bulbs and knuckles where lot depths are less than the standard depth, minimum rear yard setback requirements may be reduced by an amount equal to the standard depth minus the actual depth of the lot (i.e., $100' - 90' = 10'$). In no case will the rear yard setback be reduced to less than 10'.
- 8 Minimum frontage allows lots to be placed more efficiently around curves such as cul-de-sac bulbs and knuckles.
- ~~9 For any dwellings with 5 or more bedrooms, 3 covered parking spaces are required.~~
- ~~9~~¹⁰ Two spaces for 2+ bedroom units, 1 space for 1 bedroom or less units.
- ~~10~~¹¹ Zero lot line products are permitted if building separation is 10' minimum.
- ~~11~~¹² Primary elevations contain more than 2 feature windows per floor. All other elevations are considered secondary walls (no more than 2 individual unit entries may occur on a secondary elevation).
- ~~12~~¹³ If 2nd story living is stacked on top of garage, minimum setback to drive aisle may be a minimum of 3' so long as there is 30' clear across the drive aisle to any obstruction.
- ~~13~~¹⁴ The development standard (large, medium, or small) applicable to a neighborhood is based on the nominal lot size as determined during the architectural design review process per Section 17.62.142 of this code. (Ord. 21-418 § 13; Ord. 10-298 § 1)

[...]

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Chapter 17.76 Off-Street Parking and Loading

[...]

17.76.020 Off-street parking facilities required.

[...]

I. Joint Uses. The community development director~~building official~~ may, upon written application by the owner or lessee of any property, authorize the joint use of parking facilities by the following uses and activities, and under the conditions specified herein:

1. Seventy-five percent (75%) of the parking facilities required for a use considered to be primarily a daytime use may be provided by the parking facilities of a use considered to be primarily a nighttime use, or the reciprocal.

2. The following uses are typical daytime uses: banks, business offices, retail stores, personal services, manufacturing or wholesale uses and similar uses. The following uses are typical nighttime uses: dance halls, theaters, bars, auditoriums and restaurants that only serve dinners.

3. The following are conditions required for joint use:

a. The building or use for which application is made for authority to utilize the existing off-street parking facilities provided by another building or use shall be located within two hundred (200) feet from such parking facility.

b. The applicant shall show that there is no substantial conflict in the principal operating hours of the building or uses for which the joint use of off-street parking facilities is proposed.

c. If the building, structure or improvement requiring parking space is in one ownership and the required parking space provided is in another ownership, partially or wholly, there shall be a recording in the office of the county recorder of a covenant by such owners for the benefit of the city, in a form approved by the city, that such owner or owners will continue to maintain such parking space so long as the building structure or improvement is maintained by the owner within the city. The covenant herein required shall stipulate that the title to and right to use the parcel or parcels upon which the parking space is to be provided will be subservient to the title to the premises upon which the buildings to be erected and that the parcel or parcels are not, and will not be made subject to any other covenant or contract for use without prior written consent of the city.

[...]

**CITY OF LATHROP
PLANNING COMMISSION RESOLUTION NO. 23-14**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LATHROP
RECOMMENDING CITY COUNCIL ADOPT VARIOUS AMENDMENTS TO THE
LATHROP MUNICIPAL CODE TO MODERNIZE, SIMPLIFY, AND STREAMLINE
VARIOUS SECTIONS OF TITLE 5, BUSINESS LICENSES AND REGULATIONS,
TITLE 15, BUILDINGS AND CONSTRUCTION, AND TITLE 17, ZONING (TA-23-139)**

WHEREAS, the City of Lathrop Planning Commission held a duly noticed public hearing to consider the text amendment pursuant to the Lathrop Municipal Code; and

WHEREAS, the proposed text amendment is Citywide and affects all applicable properties in the City; and

WHEREAS, Chapter 17.124 of the Lathrop Municipal Code mandates the transmittal of a recommendation to the City Council by resolution; and

WHEREAS, the proposed text amendment is exempt according to the California Environmental Quality Act (CEQA) Article 5 §15061(b)(3) by the "Common Sense Exemption" that CEQA applies only to projects that have a potential for causing a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and

WHEREAS, the Planning Commission finds that the proposed text amendment is consistent with applicable provisions of the Lathrop General Plan and will implement the City's Economic Development goals by providing streamline procedures, minor clarifications and incorporate updated policies; and

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

WHEREAS, the Planning Commission has reviewed all written evidence and oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Lathrop, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, does hereby recommend the City Council adopt Municipal Code Text Amendment No. TA-23-139 as shown in Attachments 2 through 6 of the Staff Report, incorporated by reference herein, with no recommendation to Attachment 7 regarding the proposed new Chapter 17.79 related to Hookah Lounges.

PASSED AND ADOPTED by the Planning Commission of the City of Lathrop at a regular meeting on the 15th day of November, 2023 by the following vote:

AYES: Ralmilay, Jackson, Rhodes

NOES: Ishihara

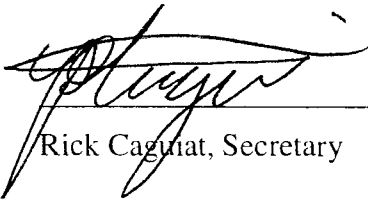
ABSTAIN: None

ABSENT: Camarena



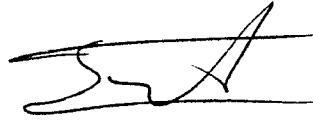
Tosh Ishihara, Chair

ATTEST:



Rick Caguiat, Secretary

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

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ITEM 5.3

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: APPROVE OUT OF STATE TRAVEL FOR THE 2024 NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE

RECOMMENDATION: Adopt Resolution Authorizing Out of State Travel for the 2024 National League of Cities Congressional City Conference to Washington D.C., from March 9 - 13, 2024, and Approval of Related Budget Amendment

BACKGROUND:

The National League of Cities (NLC) is an organization comprised of City, Town and Village leaders focused on improving the quality of life for their current and future constituents. The NLC has 100 years of experience in providing educational and resource programs dedicated to the development of local governments and their leaders. The NLC has members and supporters throughout 2,700 cities across the nation. Their mission is to advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions. In order to expand educational training opportunities and take advantage of the legislative support services provided by the National League of Cities, the City of Lathrop became a member city in 2021.

The National League of Cities will be hosting their 2024 Congressional City Conference, March 11th through the 13th, with Executive Education Preconference Activities March 9th through the 10th, in Washington, D.C. This would be the City's first time participating in a National League of Cities Congressional City Conference. Since, City policy requires Council approval for all out of state travel, staff requests approval of the attached resolution authorizing travel Council Members to attend the National League of Cities 2024 Congressional City Conference. The cost per Council Member is approximately \$5,400, which includes conference registration, hotel, airfare, transportation and meals (not provided by the conference). Therefore, the City Council training and travel fund for Fiscal Year (FY) 23-24 will require a budget amendment depending on the selected option.

Options Include		Cost & Budget Amendment
1.	Send 3 Council Members	Approx. \$16,200
2.	Send 2 Council Members	Approx. \$10,800
3.	Send 1 Council Member	Approx. \$5,400

Due to the various concurrent education sessions available during the conference, staff recommends sending two (2) Council Members to attend this educational event. However, if three or more Council Members attend the conference, we will not have a quorum for the Regular City Council Meeting of March 11, 2024.

CITY MANAGER’S REPORT **PAGE 2**
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
NATIONAL LEAGUE OF CITIES 2024 CONGRESSIONAL CITY CONFERENCE
AND APPROVAL OF BUDGET RELATED AMENDMENT

Should the City Council elected to send three or more Council Members, staff will also request that the City Council designate a Special Meeting date to replace the Regular Meeting of March 11, 2024.

REASON FOR RECOMMENDATION:

Councilmember participation allows the opportunity to learn about protecting the interests of our municipality, the federal policy and lawmaking process, strengthening local leadership and driving innovative solutions.

FISCAL IMPACT:

Depending on tonight’s decision by Council, a budget amendment will be required from the General Fund to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) for FY 23-24, for participation in the National League of Cities 2024 Congressional City Conference. The cost per Council Member is approximately \$5,400, which includes registration, hotel, airfare, transportation and meals (not provided by the conference).

Options Include		Cost & Budget Amendment
1.	Send 3 Council Members	Approx. \$16,200
2.	Send 2 Council Members	Approx. \$10,800
3.	Send 1 Council Member	Approx. \$5,400

ATTACHMENTS:

- A. Resolution Approving Out of State Travel to the 2024 National League of Cities Congressional City Conference to Washington, D.C. from March 9-13, 2024.
- B. 2024 National League of Cities Congressional City Conference to Washington, D.C. Registration Information.

CITY MANAGER'S REPORT **PAGE 3**
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
NATIONAL LEAGUE OF CITIES 2024 CONGRESSIONAL CITY CONFERENCE
AND APPROVAL OF BUDGET RELATED AMENDMENT

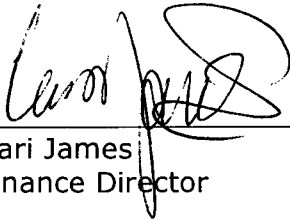
APPROVALS:



Teresa Vargas
Government Services Director &
City Clerk

1/3/24

Date



Cari James
Finance Director

1/3/2024

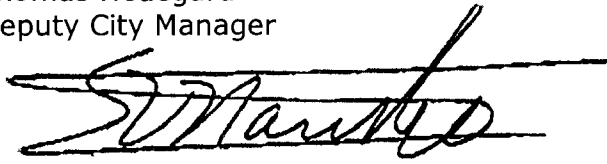
Date



Thomas Hedegard
Deputy City Manager

1/3/2024

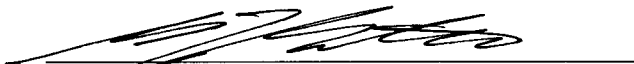
Date



Salvador Navarrete
City Attorney

1/3/2024

Date



Stephen J. Salvatore
City Manager

1/3/24

Date

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AUTHORIZING OUT OF STATE TRAVEL FOR THE NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY TRIP TO WASHINGTON, D.C. FROM MARCH 9-13, 2024, AND APPROVING RELATED BUDGET AMENDMENT

WHEREAS, the National League of Cities (NLC) is an organization comprised of city, town and village leaders focused on improving the quality of life for their current and future constituents; and

WHEREAS, the NLC’s mission is to advocate for, and protect the interests of, cities, towns and villages by influencing federal policy, strengthening local leadership and driving innovative solutions; and

WHEREAS, in order to expand educational training opportunities and take advantage of the legislative support services provided by the National League of Cities, the City of Lathrop became a member city in 2021; and

WHEREAS, the NLC will be hosting their 2024 Congressional City Conference, March 11th through the 13th, with Executive Education Preconference Activities March 9th through the 10th, in Washington, D.C.; and

WHEREAS, this would be the City’s first time participating in the National League of Cities Congressional City conference; and

WHEREAS, since City policy requires Council approval for all out of state travel, staff requests approval of this resolution authorizing travel for Council members to attend the National League of Cities 2024 Congressional City Conference; and

WHEREAS, depending on tonight’s decision by Council, a budget amendment will be required from the General Fund to the City Council Training and Travel Account (Fund 1010-11-10-435-20-00) for FY 23-24, for participation in the National League of Cities 2024 Congressional City Conference; and

WHEREAS, the cost per Council Member is approximately \$5,400, which includes registration, hotel, airfare, transportation and meals (not provided by the conference); and

WHEREAS, the following options were considered by Council:

Options Include		Cost & Budget Amendment
1.	Send 3 Council Members	Approx. \$16,200
2.	Send 2 Council Members	Approx. \$10,800
3.	Send 1 Council Member	Approx. \$5,400

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lathrop hereby approves option #___ for out of state travel for Council Members to attend the National League of Cities 2024 Congressional City Conference, in Washington, D.C.; and

BE IT FURTHER RESOLVED, that the City Council of the City of Lathrop approve the corresponding budget amendment based on the selected option, from the General Fund to the City Council training and travel budget account for FY 23-24:

Options Include		Budget Amendment	Fund Account
1.	Send 3 Council Members	Approx. \$16,200	1010-11-10-435-20-00
2.	Send 2 Council Members	Approx. \$10,800	
3.	Send 1 Council Member	Approx. \$5,400	

The foregoing resolution was passed and adopted this 8th day of January 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

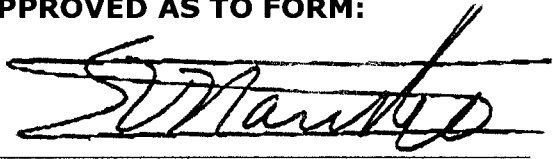
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney

Rates - NLC Congressional City Conference



Registration Rates & Details

The Conference Made for Leaders Like You!

Gain the tools you need to tackle the new federal resources coming to local communities. Connect 1:1 with your peers and other attendees.

Ways to Register

Online

Registering online is the quickest way to secure your registration and housing!

Phone

Toll-Free:

(864) 208-2901

International:

(747) 226-7785

For questions about registration contact Maritz Global Events at: nlc@maritz.com. For all other conference-related questions reach out to conferences@nlc.org.

Individual Rates for 2024

Registration Type	NLC Member	SML Member	Non-Member	SLL	Board of Directors	Advisory Council
CITY SUMMIT DISCOUNT*		\$645	\$685	\$570	\$570	\$570
November 18th, 2023 – January 1, 2024	\$570					
EARLY BIRD		\$780	\$810	–	–	–
November 18th – Feb 19th, 2024	\$680					
ADVANCE RATE		\$905	\$1,010	–	–	–
Feb. 20th – Mar. 8th, 2024	\$805					
ONSITE RATE		\$1,005	\$1,010	–	–	–
March 9th – 13th, 2024	\$905					

Registration Type	CITY SUMMIT DISCOUNT* November 18th, 2023 – January 1, 2024	EARLY BIRD November 18th – Feb 19th, 2024	ADVANCE RATE Feb. 20th – Mar. 8th, 2024	ONSITE RATE March 9th – 13th, 2024
NLC Member	\$570	\$680	\$805	\$905
SML Member	\$645	\$780	\$905	\$1,005
Non-Member	\$685	\$810	\$1,010	\$1,010
SLL	\$570	–	–	–
Board of Directors	\$570	–	–	–
Advisory Council	\$570	–	–	–

*You must have your City Summit badge ID number to take advantage of this discount.

Registering 5 or more people? [Click here](#) to learn more about our group rates.

Special Attendee Conference Rates

You may be able to attend the Congressional City Conference if you are considered a special attendee:

First Time Attendee Youth Delegate/Youth Chaperone	University Student Guest/Spouse
\$545	\$205
First Time Attendee	\$545
	\$235
	\$150

Youth Delegate/Youth Chaperone	\$205
University Student	\$235
Guest/Spouse	\$150

Conference Add-Ons

These are add-ons to the Congressional City Conference registration; they cannot be purchased alone.

Executive Education

March 10

NLCU Executive Education offerings will be available soon.

Sign up for updates!

Hill Day

March 13

Free with registration

Hill Day is exclusive to Congressional City Conference attendees who are elected officials, city staff or State Municipal League staff.

Questions? Contact us at advocacy@nlc.org.

Group Registrations

With so many sessions, seminars, meetings, networking events and other opportunities, it is nearly impossible to take in all the conference has to offer just on your own. Consider attending with a group from your city to cover all areas and get the best return on your conference experience for your city.

Groups of **five** or more will receive a complimentary sixth registration, provided the registrations are paid in full. To receive the group incentive, all individuals must register at the same time. **After Group Registration is completed, each team member will receive a confirmation.**

PLEASE NOTE:

- *All registrations must be completed at once to qualify for the discount. City officials and staff must be from the same city.*
- *The group incentive does not apply to Youth Delegate or Youth Chaperone registration.*

Press Registrations

Members of the media with proper credentials must register for the conference (complimentary) at the Media Registration Desk in the Conference Registration area. Most conference activities are open to the media, but some sessions will be private or closed to the media. Please contact media@nlc.org for additional support.

Additional Details

Why Attend - NLC Congressional City Conference

The National League of Cities Congressional City Conference is where the local leader voice takes center stage. Connect with federal officials, learn about funding opportunities available to cities, towns and villages, and add your voice to NLC's federal municipal policy.

Here are three reasons to reserve your spot at Congressional City Conference today:

- Raise your voice as a national advocate for local priorities as part of Hill Day.
- Meet with federal officials and other experts during our Federal Agency Office Hours.
- Hear from and learn from policy experts, Administration officials and other local leaders.

2,000 +

local leaders and advocates
to learn from

7

policy committees to learn from and connect with other local leaders

3

days of intense policy and program workshops

1

day dedicated to advocacy and meeting members of congress

Making the Case

Need to convince your supervisor that you should attend Congressional City Conference? Here are five tips to help you make your case. Don't forget to download the conference justification letter.

Make Your Case in 5 Easy Steps

Need to convince your supervisor that you should attend Congressional City Conference? Here are five tips to help you make your case. Don't forget to download the conference justification letter.

1. **Boost Your Skills:** Attending the Congressional City Conference will boost your skills in this fast-changing world. Local government is on the front lines and must remain ready to respond.
2. **Impact Day-to-Day Work:** Provide examples of how your experience will positively impact your day-to-day work. For example, the up-close meeting with federal officials gives you an insider's view on programs that are available to your municipality.
3. **Make Connections:** Flag the connections you will make – with more than 2,000 attendees, there are countless ways to establish connections.
4. **Cost-savings:** Let your municipality know you're committed to finding cost savings.
5. **Make your Case:** Use our [Justification Letter Template](#) to help your municipality understand why the Congressional City Conference is a valuable investment for your community.

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ITEM 5.4

CITY MANAGER'S REPORT JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING

ITEM: REVIEW AND CONSIDER DESIGN ALTERNATIVES FOR HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23

RECOMMENDATION: Council to Consider Design Options for the Water Fountain and Gateway Arches on 5th Street associated with Historic Lathrop Beautification Project, CIP GG 24-23

SUMMARY:

On July 10, 2023 City Council approved the creation of Capital Improvement Project (CIP) GG 24-23 for Historic Lathrop Beautification (Project). The Project incorporated beautification elements such as monument signs, roadway arches and decorative fountains within the Historic Lathrop area. Council directed staff to present a conceptual design of proposed gateway arches on 5th Street near the Lathrop Road and Louise Avenue intersections. Council also requested staff to provide alternative design options for constructing a water fountain at the Green Belt Park.

O'Dell Engineering, Inc. (O'Dell Engineering) has been contracted to design the gateway arches on 5th Street. Prior to developing the civil, electrical, and architectural plans, O'Dell Engineering prepared a conceptual design included as Attachment (A). Staff is requesting Council to review the conceptual design and provide feedback on the elements incorporated.

Staff also requests City Council review Attachment (B) for sample designs and Attachment (C) for a proposed location within the Green Belt Park to construct a water fountain. Staff will pursue the design and location selected by Council to coordinate with O'Dell Engineering to consider the water fountain features and complete the design.

BACKGROUND:

Historic Lathrop, generally known as the area bounded by Lathrop Road on the north, Louise Avenue on the south, Harlan Road on the west and 7th Street on the east, predates the City's incorporation in 1989. Historic Lathrop has no specific plan with design standards or beautification elements.

At the July 10, 2023 City Council meeting, Council created CIP GG 24-23 for installation of gateway arches on 5th Street near the Lathrop Road and Louise Avenue intersections, and construction of a water fountain at the Green Belt Park. Staff contacted several consultants and after reviewing all proposals received, awarded a Professional Services Agreement to O'Dell Engineering to design the gateway arches.

CITY MANAGER'S REPORT **PAGE 2**
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
REVIEW AND CONSIDER DESIGN ALTERNATIVES FOR HISTORIC LATHROP
BEAUTIFICATION PROJECT, CIP GG 24-23

Before detailing the civil, electrical, and architectural components of the gateway arches, O'Dell Engineering drafted a conceptual layout included as Attachment (A) for Council to review and provide comments.

Staff also requests City Council review the sample design alternatives (Attachment B) and proposed locations (Attachment C) within the Green Belt Park for the water fountain. Staff will pursue the design and location selected by Council to coordinate with O'Dell Engineering to complete the design.

REASON FOR RECOMMENDATION:

Direction from Council is needed to revise and finalize the design of the arches on 5th Street. Selection of a preferred design alternative and location within the Green Belt Park for the water fountain will allow the City to coordinate with O'Dell Engineering to prepare improvement plans. Staff will return to Council at a later date to request approval of a construction contract for both improvements.

FISCAL IMPACT:


Staff will pursue the design and location selected by Council and request a proposal from O'Dell Engineering to complete the improvement plans for the water fountain. If the cost exceeds the allocated funds for the design services, staff will bring an item back to Council to approve a budget amendment towards CIP GG 24-23.

ATTACHMENTS:

- A. Conceptual Design for Gateway Arches on 5th Street
- B. Sample Design Alternatives for Water Fountain at the Green Belt Park
- C. Proposed Locations for Water Fountain at the Green Belt Park

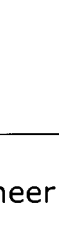
CITY MANAGER'S REPORT
JANUARY 8, 2024 CITY COUNCIL REGULAR MEETING
REVIEW AND CONSIDER DESIGN ALTERNATIVES FOR HISTORIC LATHROP
BEAUTIFICATION PROJECT, CIP GG 24-23

APPROVALS:




Angel Abarca
Assistant Engineer

12-18-2023
Date



Brad Taylor
City Engineer

12/19/2023
Date



Todd Sebastian
Director of Parks & Recreation

12/20/23
Date




Cari James
Finance Director

12/20/23
Date



Michael King
Assistant City Manager

12-19-2023
Date



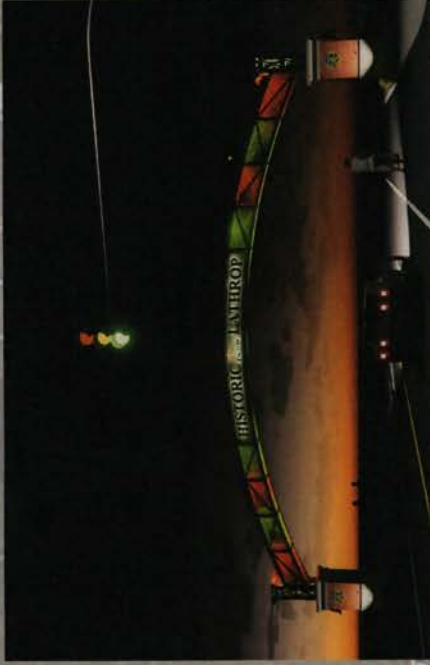
Salvador Navarrete
City Attorney

12-20-2023
Date



Stephen J. Salvatore
City Manager

1/3/23
Date



2 TRUSS GATEWAY INTERSECTION AT NIGHT



4 UNDER TRUSS GATEWAY PERSPECTIVE



1 TRUSS GATEWAY INTERSECTION

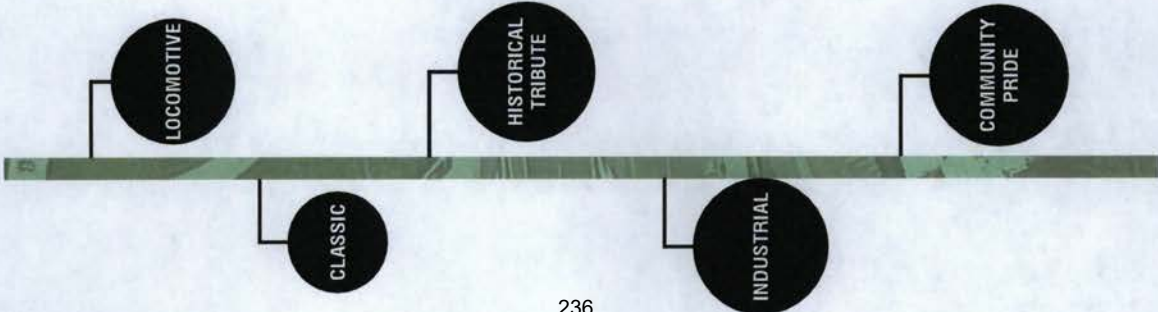


3 TRUSS GATEWAY BIRD'S EYE VIEW

LATHROP GATEWAY TRUSS ARCH

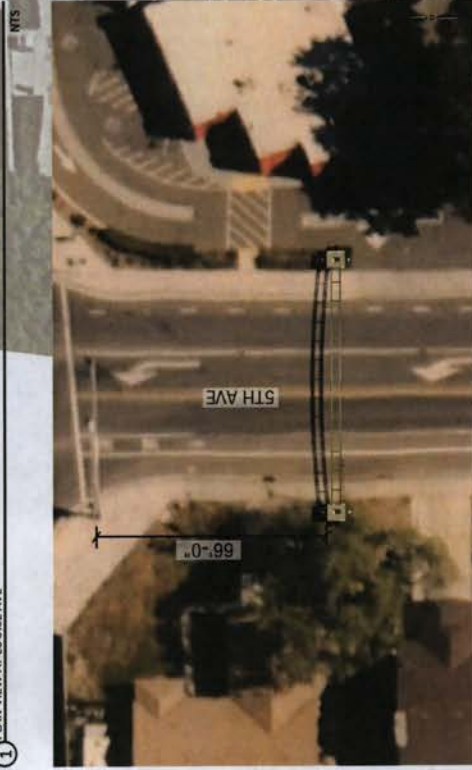
12/06/2023

NOT THE INTENT OF THIS CONCEPTUAL ARCHITECTURAL RENDERING IS TO PROVIDE VISUAL INFORMATION AND NOT TO BE USED FOR PERMITTING PURPOSES. ANY MARKS OR SYMBOLS ARE TO CONVEY CONCEPT ONLY. CONSTRUCTION PLANS WILL VARY DEPENDING ON SUBJECT, CLIENT DIRECTION, COMMUNITY INPUT AND FINAL MATERIALS SELECTION.





1 PLAN VIEW AT LOUISE AVE



3 PLAN VIEW AT LATHROP RD



2 CLOSE UP VIEW OF LETTERING

The Gateway Truss concept draws strong inspiration from the iconic Mossdale bridges, paying homage to Lathrop's rich history and the significance of the San Joaquin River and the Central Pacific Railroad in the city's establishment. This proposed gateway seamlessly integrates a truss structural system to craft a timeless arch, evoking a sense of classic elegance. The arch a simple clean arch with offset backlit lettering and the classic City of Lathrop logo. Anchored on both sides of the roadway, two 10-foot tall by 4-foot square pillars clad in traditional materials such as brick, capstones, and plaster bases provide a solid foundation. Ornate touches include the use of a classic train bell on either side, adding a touch of nostalgia and emphasizing a pedestrian-friendly effect adding a touch of modernism. With an overall height of 21'-4" and a minimum vertical clearance at the roadways of 14 feet, this gateway truss stands as a symbolic and aesthetic representation of Lathrop's heritage. By seamlessly blending historical inspiration with classic elements and a touch of modernism, this design encapsulates the spirit of Lathrop, creating a distinctive gateway that captures the essence of the city's past while looking towards its future.

NTS

NTS

LATHROP GATEWAY TRUSS ARCH

12/06/2023

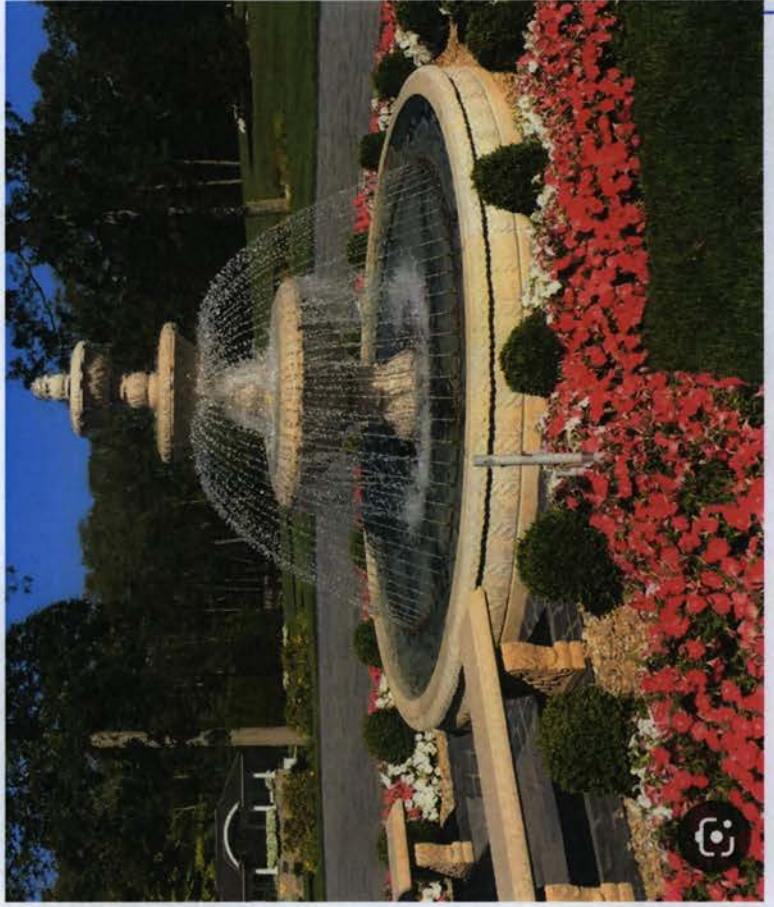
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WATER FOUNTAIN - SAMPLE DESIGN ALTERNATIVES ATTACHMENT "B"

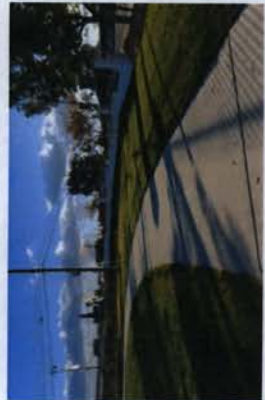
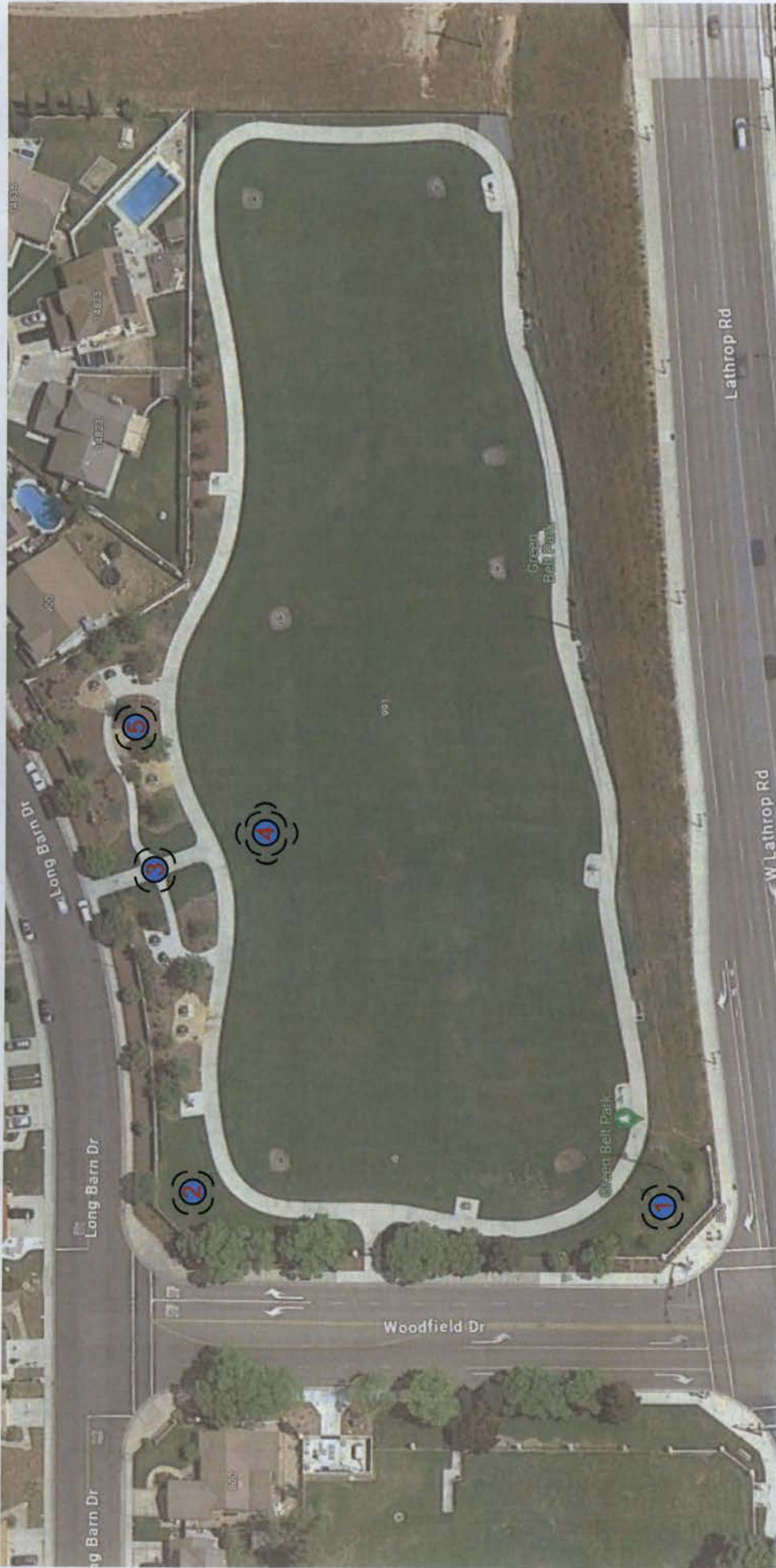


ALT (A)



ALT (B)

WATER FOUNTAIN - PROPOSED LOCATIONS



ALT (1)



ALT (2)



ALT (3)



ALT (4)



ALT (5)

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