

# March 11, 2024 – City Council Regular Meeting – 7:00 p.m.



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

## City Council

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

## City Staff

Stephen Salvatore, City Manager  
Salvador Navarrete, City Attorney  
Stephen Sealy, Chief of Police  
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

## 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.



March 11, 2024 – Regular Meeting Agenda – 7:00 p.m.



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See Reverse

## **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/1608811913?pwd=ZDJTRXVta0hBOFY4VzlrRjdLUVVjQT09>

- ✚ During the meeting, those joining by ZoomGov, will be allowed to speak prior to the close of public comment on an item. If you are using this method, please “raise the hand” feature to inform the City Clerk (meeting host) you wish to speak on the matter. Please ensure your computer speaker and microphone are fully functional.
- ✚ For audio / calling in only, dial: +1 (669) 254-5252 or +1 (669) 216-1590
  - To request to speak (same as the “raise hand” feature) press \*9 / When the City Clerk calls your name, press \*6 to unmute.
- ✚ Meeting Webinar ID: 160 881 1913 / Passcode: 294382
- ✚ 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:website_cco@ci.lathrop.ca.us) or by calling (209) 941-7230
- ✚ Questions or comments must be submitted by 4:00 p.m., on the day of the meeting.
- ✚ To address City Council in person, please submit a purple card to the City Clerk indicating name, address, and number of the item upon which a person wishes to speak.

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

### **Addressing the Council**

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

## Citizen's Forum

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

To leave a voice message for all Councilmembers simultaneously, dial (209) 941-7230. To send an e-mail for Councilmembers simultaneously email: [citycouncil@ci.lathrop.ca.us](mailto: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, MARCH 11, 2024  
7:00 P.M.  
COUNCIL CHAMBER, CITY HALL  
390 Towne Centre Drive  
Lathrop, CA 95330**

**AGENDA**

**PLEASE NOTE: There will be a Closed Session commencing at 6:15 p.m. The Regular Meeting will reconvene at 7:00 p.m., or immediately following the Closed Session, whichever is later.**

**1. PRELIMINARY**

1.1 CALL TO ORDER

1.2 CLOSED SESSION

1.2.1 CONFERENCE WITH LEGAL COUNSEL Existing Litigation-  
Pursuant to Government Code Section 54956.9(d)(1):

- 15700 South McKinley Avenue Industrial Park Association vs. City of Lathrop, San Joaquin County Superior Court, Case No. STK-CV-UBC-2019-0004954

1.2.2 CONFERENCE WITH LEGAL COUNSEL Anticipated Litigation-  
Significant Exposure to Litigation Pursuant to Government Code  
Section 54956.9(d)(2):

- 1 Potential Case

1.2.3 LIABILITY CLAIMS

Pursuant to Government Code Section 54956.95(a)

- Claimant: Steven Schneider  
Agency Claimed Against: City of Lathrop
- Claimant: Qi Wei Chen  
Agency Claimed Against: City of Lathrop
- Claimant: Dolores Dominguez  
Agency Claimed Against: City of Lathrop
- Claimant: Naomi Valenzuela  
Agency Claimed Against: City of Lathrop

**RECONVENE**

1.2.4 REPORT FROM CLOSED SESSION

1.3 ROLL CALL

- 1.4 INVOCATION
- 1.5 PLEDGE OF ALLEGIANCE
- 1.6 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER
- 1.7 INFORMATIONAL ITEM(S) – None
- 1.8 DECLARATION OF CONFLICT(S) OF INTEREST

**2. PRESENTATIONS - None**

**3. CITIZEN'S FORUM**

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

**4. CONSENT CALENDAR**

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

- 4.1 WAIVING OF READING OF ORDINANCES AND RESOLUTIONS  
Waive the Reading in Full of Ordinances and Resolutions on Agenda and Adopt by Reading of Title Only, Unless Otherwise Requested by the Mayor or a Councilmember
- 4.2 APPROVAL OF MINUTES  
Approve Minutes for the Regular Council Meeting of January 08, 2024
- 4.3 SECOND READING AND ADOPTION OF ORDINANCE 24-456 OF THE CITY COUNCIL OF THE CITY OF LATHROP AMENDING LATHROP MUNICIPAL CODE TITLE 10 VEHICLES AND TRAFFIC, CHAPTER 10.08 SPEED LIMITS SECTION 10.08.030 "SPEED LIMITS"

Waive Full Reading and Adopt Ordinance 24-456 Amending Lathrop Municipal Code Title 10 Vehicles and Traffic, Chapter 10.08 Speed Limits Section 10.08.030 "Speed Limits"

- 4.4 REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2022 2023  
Review of the Capital Facility Fee Funds Report for Fiscal Year 2022-2023
- 4.5 ACCEPTANCE OF THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2023  
Adopt Resolution Accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2023
- 4.6 APPROVE OUT OF STATE TRAVEL FOR THE CHIEF OF POLICE TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) 2024 CONFERENCE AND EXPOSITION IN BOSTON, MASSACHUSETTS  
Adopt Resolution Authorizing the Chief of Police to Attend the International Association of Chiefs of Police (IACP) 2024 Annual Conference and Exposition in Boston, MA, October 19 – 22, 2024
- 4.7 APPROVE OUT OF STATE TRAVEL FOR TWO CITY ISD ENGINEERS TO ATTEND THE DEFCON 32 CONFERENCE IN LAS VEGAS, NEVADA  
Adopt Resolution Approving Out Of State Travel for Two City ISD Engineers to Attend the Defcon 32 Conference in Las Vegas, Nevada from August 8 –11, 2024
- 4.8 APPROVE OUT OF STATE TRAVEL FOR TWO CITY STAFF MEMBERS TO ATTEND THE TYLER CONNECT 2024 CONFERENCE, IN INDIANA  
Adopt Resolution Authorizing Out of State Travel for the Senior Management Analyst and Customer Service Supervisor to Attend the Tyler Connect 2024 Conference in Indianapolis, Indiana from May 19-22, 2024
- 4.9 APPROVE AN AGREEMENT FOR A RAPID EMERGENCY RESPONSE SYSTEM AND RELATED BUDGET AMENDMENT  
Adopt Resolution Approving an Agreement for a Rapid Emergency Response System and Related Budget Amendment
- 4.10 APPROVE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND APPROVE MAINTENANCE SERVICE AGREEMENT WITH SWARCO MCCAIN, INC. ASSOCIATED WITH THE CITYWIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01

Adopt Resolution Approving the Purchase of Software and Enterprise License and Approve a Maintenance Service Agreement with Swarco McCain, Inc. Associated with the Citywide Traffic Systems and Safety Upgrades Project, CIP PS 23-01

- 4.11 CREATE CIP PS 24-32 FOR MOSSDALE PAVEMENT PREVENTATIVE MAINTENANCE AND APPROVE BUDGET AMENDMENT  
Adopt Resolution Creating CIP PS 24-32 for Mossdale Pavement Preventative Maintenance and Approving Budget Amendment
- 4.12 AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024  
Adopt Resolution Awarding a Service Contract to Bear Electrical Solutions, Inc. for On-Call Electrical Services for Fiscal Year 2023-2024
- 4.13 AWARD CONSTRUCTION CONTRACT TO TRIP STOP SIDEWALK REPAIR INC. FOR CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08  
Adopt Resolution to Award Construction Contract to Trip Stop Sidewalk Repair Inc. for Citywide Sidewalk Improvements, CIP PS 24-08
- 4.14 AUTHORIZE ACCEPTANCE OF AN SB 1383 LOCAL ASSISTANCE GRANT PROGRAM FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)  
Adopt Resolution Authorizing the Acceptance of an SB 1383 Local Assistance Grant from the Department of Resources, Recycling, and Recovery (CalRecycle) to Reduce Organic Waste
- 4.15 APPROVE ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24
  - 1. Adopt Resolution to Approve Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for the Remainder of Fiscal Year 2023-24
  - 2. Adopt Resolution to Approve Annual Industrial Solid Waste License for California Materials, Inc., for the Remainder of Fiscal Year 2023-24
  - 3. Adopt Resolution to Approve Annual Industrial Solid Waste License for Cal-Waste Recovery Systems, for the Remainder of Fiscal Year 2023-24

## **5. SCHEDULED ITEMS**

- 5.1 PUBLIC HEARING (PUBLISHED NOTICE) TO ADOPT AN ORDINANCE TO AMEND THE LATHROP MUNICIPAL CODE (LMC) TO REGULATE SHORT-TERM RENTALS AND BICYCLE VIOLATIONS BY ADDING NEW CHAPTERS TO TITLE 5, BUSINESS LICENSES AND REGULATIONS, AND TITLE 9, PUBLIC PEACE AND WELFARE

The City Council to Consider the Following:

4. Hold a Public Hearing; and
5. First Reading and Introduction of an Ordinance to Amend the Lathrop Municipal Code (LMC) to Regulate Short-Term Rentals and Bicycle Violations by Adding New Chapters to Title 5, Business Licenses and Regulations, and Title 9, Public Peace and Welfare.

The New Chapters Include The Following:

- Chapter 5.10 (Short-Term Rental Prohibition): Add new Chapter to Prohibit Short-Term Vacation Rentals.
- Chapter 9.28 (Bicycles Used in Violation of the California Vehicle Code): Add New Chapter To Regulate Bicycles Used In Violation Of The California Vehicle Code

5.2 DISCUSS AND CONSIDER AWARD OF CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION, CIP GG 24-27 AND APPROVE BUDGET AMENDMENT  
Discuss and Consider Adopting a Resolution to Award Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road Residential Driveway Reconstruction, CIP GG 24-27 and Approve Budget Amendment

5.3 BIENNIAL BUDGET FISCAL YEAR 2023–24 MID-YEAR REPORT (YEAR 1)  
Adopt Resolution Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Requests

## 6. COUNCIL COMMUNICATIONS

6.1 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)*

6.2 MAYOR & COUNCILMEMBER COMMENT(S)

## 7. ADJOURNMENT

*/Teresa Vargas/*

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Teresa Vargas, MMC, City Clerk



**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**

**MINUTES**

**PLEASE NOTE: There was no Closed Session. The Regular Meeting commenced at 7:01 p.m.**

**1. PRELIMINARY**

1.1 CALL TO ORDER - Mayor Dhaliwal called the meeting to order at 7:01 p.m.

1.2 ROLL CALL Present: Mayor Dhaliwal; Vice Mayor Diallo; and Councilmembers: Akinjo and Torres-O'Callaghan

Absent: Councilmember Lazard

1.3 INVOCATION – Councilmember Akinjo provided the invocation.

1.4 PLEDGE OF ALLEGIANCE – Councilmember Akinjo led the pledge of allegiance.

1.5 ANNOUNCEMENT(S) BY MAYOR / CITY MANAGER

City Engineer Brad Taylor announced a single lane road closure on River Islands Parkway. The one-way traffic control will be from Islander's Way to Bradshaw's Crossing, January 9, 2024, from 9 a.m. to 2 p.m.

1.6 INFORMATIONAL ITEM(S) – None

1.7 DECLARATION OF CONFLICT(S) OF INTEREST – None

**2. PRESENTATIONS**

2.1 INTRODUCTION OF NEW EMPLOYEES

Human Resources Director Juliana Burns introduced new employee Sarah Castro, Human Resources Analyst, in the Human Resources Department. Assistant City Manager Michael King introduced new employees Stephanie Rosillo-Silva, Administrative Assistant, Daniel

Rosado, Maintenance Worker, and Jonah Sonner, Compliance Engineer in the Public Works Department. Parks and Recreation Director Todd Sebastian introduced new employees Adrian Magdaleno, Senior Recreation Leader, Pamela Parrish, Senior Recreation Leader, and Sydney Foster, Management Analyst in the Parks and Recreation Department. Interim Police Chief Stephen Sealy introduced new employees 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, and Joshua Simien, Police Officer in the Police Department.

## 2.2 QUARTERLY ECONOMIC DEVELOPMENT PRESENTATION

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

## 3. CITIZEN'S FORUM

Mansoor Fazel (in person speaker) requested follow-up on his prior request regarding hookah lounge establishments. Angina Crittendon (in person speaker) expressed concern regarding an incident that occurred on her property on December 23, 2023, in which police staff responded. Mark Elliott requested information regarding the review of the annual cannabis revenue report and impacts to the community.

## 4. CONSENT CALENDAR

On a motion by Councilmember Akinjo, seconded by Councilmember Torres-O'Callaghan, the City Council approved Items 4.1 through 4.11, by the following roll call vote, unless otherwise indicated:

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

*City Clerk Teresa Vargas received a request to speak from Ernesto Rodriguez for Items 4.4, 4.6, 4.11, and 5. When called, Mr. Rodriguez was unavailable to speak via zoom or in person.*

### 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 October 9, 2023 and Regular Council Meeting of November 13, 2023.

4.3 TREASURER'S REPORT FOR SEPTEMBER 2023

Approved 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

Waived full reading and adopted **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

Waived full reading and adopted **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

Adopted **Resolution 24-5441** 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

Adopted **Resolution 24-5442** 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

Adopted **Resolution 24-5443** 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. HOVNANIAN HOMES

Adopted **Resolution 24-5444** 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.

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

Adopted **Resolution 24-5445** 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

Adopted **Resolution 24-5446** ratifying 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 Engineer Brad Taylor provided the presentation, which included review of an Engineering and Traffic Survey required by the California Vehicle Code (CVC) Sections 22357-22364 and 40800-40808 to establish legally enforceable speed limits for City roads, and the recommended amendments to Lathrop Municipal Code Section 10.08.030, to establish speed limits for various street segments within the City of Lathrop. A question and answer ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. Adriana Lopez (zoom speaker) expressed concern with raising speed limits in residential areas. There were no other requests to speak. Mayor Dhaliwal closed the public hearing. The City Council discussions continued, upon consensus the City Council directed staff to bring back the matter to the next City Council Regular Meeting after additional surveying and evaluation of pedestrian traffic in the Stanford Crossing Area.

On a motion by Councilmember Torres-O'Callaghan, seconded by Vice Mayor Diallo, the City Council directed staff to continue Item 5.1 to the Regular Meeting of February 12, 2024. Additionally, the City Council:

1. Held a public hearing; and
2. Continued the First Reading and Introduction of an Ordinance of the City Council of the City of Lathrop Amending Section 10.08.030 "Speed Limits" of the Lathrop Municipal Code, to the Regular Meeting of February 12, 2024, by the following roll call vote:

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

**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)**

Community Development Director Rick Caguiat provided the Zoning Omnibus - Municipal Code Text Amendment presentation, which included a proposal to modify various sections of the Lathrop Municipal Code, proposed amendments were intended to integrate current City policies, Housing Element Program implementation, State law and best practices within the planning profession. A question and answer period ensued throughout the presentation. Mayor Dhaliwal opened the public hearing. Adriana Lopez (zoom speaker) expressed concern with Title 17.62 and not allowing additional garage spaces in new development

areas, and insufficient on street parking in residential areas near arterial roads/streets. There were no other speakers. Mayor Dhaliwal closed the public hearing.

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

1. Held a public hearing; and
2. Held first reading and introduced 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, by the following roll call vote.

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.

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

5.3 APPROVE OUT OF STATE TRAVEL FOR THE 2024 NATIONAL LEAGUE OF CITIES CONGRESSIONAL CITY CONFERENCE

Government Services Director and City Clerk Teresa Vargas provided the presentation. The City Council discussed the matter. On a motion by Mayor Dhaliwal, seconded by Councilmember Torres-O’Callaghan, the City Council adopted **Resolution 24-5447**, approving Option 2 authorizing out of state travel for Vice Mayor Diallo and Councilmember Akinjo, to attend the 2024 National League of Cities Congressional City Conference to Washington D.C., from March 9 -13, 2024, and approved the related budget amendment, by the following roll call vote:

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

5.4 REVIEW AND CONSIDER DESIGN ALTERNATIVES FOR HISTORIC LATHROP BEAUTIFICATION PROJECT, CIP GG 24-23

Assistant City Manager Michael King provided the presentation, which included various design options for a water fountain and gateway arches on 5th Street, associated with Historic Lathrop Beautification Project, CIP GG 24-23. A question and answer period ensued throughout the presentation. Benjamin Jex (soom speaker) expressed interest in incorporating the planting of additional trees throughout the city into the project.

On a motion by Mayor Dhaliwal, seconded by Vice Mayor Diallo, the City Council approved Alternative Option 4(A) with decorative lights for the water fountain at a basin park, and Alternative Option A, a truss arch for the Lathrop Gateway Conceptual Design, by the following roll call vote:

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

**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 LMFD Employees

Councilmember Torres-O'Callaghan provided an overview of her referral. A question and answer period followed. City Attorney Salvador Navarrete, Deputy City Manager Thomas Hedegard and Police Chief Sealy responded to additional questions of the City Council. Adrianna Lopez (zoom speaker) spoke in support of the referral. The City Council directed staff to bring back the matter for future discussion and formal action.

6.2 MAYOR & COUNCILMEMBER COMMITTEE REPORT(S) – None

6.3 MAYOR & COUNCILMEMBER COMMENT(S)

Councilmember Akinjo thanked those in attendance, wished everyone a Happy New Year. Councilmember Torres-O'Callaghan wished students a happy return to school. Vice Mayor Diallo expressed her appreciation and condolences to the Laughlin Family for the loss of Community Member Christina Laughlin. Vice Mayor Diallo requested the City Council to approve installation of a memorial bench and tree at Crescent Park honoring Christina Laughlin. Mayor Dhaliwal expressed similar sentiments and expressed his condolences to the Laughlin Family. The Council expressed consensus and support for the memorial bench and tree proposal by Vice Mayor Diallo.

7. **ADJOURNMENT** – There being no further business, Mayor Dhaliwal adjourned the meeting at 9:19 p.m., in memory of Community Member Christina Laughlin.



Teresa Vargas, MMC  
Government Services Director  
City Clerk



**CITY MANAGER’S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **SECOND READING AND ADOPTION OF ORDINANCE 24-456 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”**

**RECOMMENDATION:** **Waive Full Reading and Adopt Ordinance 24-456 Amending The Lathrop Municipal Code Title 10 Vehicles And Traffic, Chapter 10.08 Speed Limits Section 10.08.030 “Speed Limits”**

---

**RECOMMENDED ACTION:**

The City Council to conduct a second reading and adopt Ordinance 24-456 entitled:

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”

**SUMMARY:**

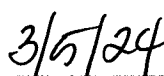
On January 8, 2024, the City Council opened and closed a Public Hearing to hear public testimony in regards to amending the Lathrop Municipal Code Title 10 Vehicles and Traffic, Chapter 10.08 Speed Limits, Section 10.08.030 “Speed Limits”. Thereafter, the City Council continued the matter to the regular meeting of February 12, 2024. On February 12, 2024, the City Council approved the introduction and first reading of the subject Ordinance by the following vote:

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

The Ordinance will take effect 30 days after adoption.

**SUBMITTED BY:**

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

  
\_\_\_\_\_  
Date

**ORDINANCE NO. 24-456**

**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**

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

**Limits**

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  
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  
Sommerston Parkway  
Stanford Crossing

**Limits**

Stanford Crossing to Adobe Way  
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 Sommerston Parkway  
Sommerston 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  
Sommerston 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

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

**Street**

Academy Drive  
Commerical Street  
Inland Passage Way  
Slate Street  
Slate Street  
Opal Street  
Opal Street  
Sadler Oak Drive  
Johnson Ferry Road  
Stanford Crossing  
Stonebridge Lane

**Limits**

Sommerston Parkway to Broadmoor Way  
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  
Spartan Way to Barbara Terry Boulevard  
Harlan Road to Slate Street

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

<b>Street</b>	<b>Limits</b>
Academy Drive	River Bend Drive to Somerson Parkway
<u>Barbara Terry Boulevard</u>	<u>Stanford Crossing to Central Pacific Street</u>
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:

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  
Cold Springs Street  
Colonial Trail  
Covered Bridge Way  
Craftsman Drive  
Crescent Moon Drive  
Crescent Park Circle  
Daffodil Hill Street  
Dalton Court  
Danbury Place  
Derby Lane  
Dry Creek Place  
Eagle Lane  
Easy Street  
Emerald Bay Court  
Emory Oak Place  
Englewood Way  
English Country Trail  
Eton Way  
Evergreen Avenue  
Exeter Court  
Fairview Way  
Ferndale Street  
Ferry Launch Avenue  
Finchwood Drive  
Fleurette Lane  
Flint Avenue  
Forestwood Way  
Forty Niner Trail  
Four Corners Court  
G Street  
Gaar Avenue  
Gail Drive  
Galena Street  
Garden Glade Street  
Gardner Place  
Garmetta Way  
Gold Nugget Trail  
Golden Spike Trail  
Granite Avenue  
Grapevine Place  
Grayson Road  
Green Plaza

Greengate Place  
Gypsum Way  
H Street  
Halmar Lane  
Havenwood Avenue  
Historic Avenue  
Homestead Avenue  
Honey Place  
I Street  
Independence Avenue  
Iron Horse Trail  
J Street  
Janice Place  
Jasper Street  
Johnson Ferry Road  
Jonquil Drive  
Julie Lane  
K Street  
Kirkwood Way  
L Street  
Landmark Point  
Late Harvest Place  
Lazy Ridge Avenue  
Leather Oak Road  
Libby Lane  
Liberty Point  
Limestone Avenue  
Lisa Lane  
Loganberry Way  
Long Barn Drive  
Lottie Way  
Magnetite Avenue  
Maharaja Drive  
Mariners Drive  
Maxwell Lane  
Meteorite Street  
Milestone Drive  
Mill Stone Way  
Millpond Avenue  
Mingo Way  
Mossy Point Way  
N Street  
Navigator Drive

New England Avenue  
New Well Avenue  
Noel Lane  
Obsidian Street  
Old Glory Way  
Old Wharf Place  
Olivine Avenue  
Onyx Avenue  
Ore Claim Trail  
Orlando Lane  
Osage Place  
Parkhaven Street  
Parkside Drive  
Pasture Avenue  
Patricia Place  
Patriot Way  
Pecan Hollow Way  
Pennant Avenue  
Pheasant Downs Road  
Pine Valley Drive  
Pinewood Drive  
Pioneer Avenue  
Pipestone Street  
Platinum Avenue  
Pony Express Way  
Poppy Drive  
Prairie Dunes Drive  
Princeville Street  
Quartz Way  
Rail Way  
Red Barn Place  
Redstone Street  
Reiger Drive  
Renaissance Avenue  
Reverend Maurice Cotton Drive  
River Bend Drive  
Riverboat Drive  
Riverdale Street  
Rocky Harbor Road  
Rosebriar Place  
Rosewood Street  
Ryhiner Lane  
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 8<sup>th</sup> day of January 2024. Thereafter, the City Council continued the matter to the regular meeting on the 12<sup>th</sup> day of February, 2024. On February 12, 2024, the City Council approved the introduction on first reading of the subject Ordinance. The Ordinance 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 MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: REVIEW OF THE CAPITAL FACILITY FEE FUNDS  
REPORT FOR FY 2022-2023**

**RECOMMENDATION: Review of the Capital Facility Fee Funds Report  
for Fiscal Year 2022-2023**

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**SUMMARY:**

Pursuant to the State of California Mitigation Fee Act (also known as "AB 1600" CA Government Code Section 66006 et seq.), the City of Lathrop is required to provide an annual overview of fees collected by the Capital Facility Fee (CFF) program as a result of new development. This report presents the background for each fee and shows last year's fee schedules and history. The information provided is required by the Government Code (GC) to be made available for public review and subsequently reviewed by City Council at the next regular meeting after being made public.

**BACKGROUND:**

The City's CFF program was first instituted on October 10, 1990 to provide adequate capital facility improvements to serve new development within the City. Since then, the CFF program has been amended to ensure that new development pays its proportionate share of improvement costs needed as a result of new development.

In 2003, the CFF program was amended to include a broad range of capital facility fees and establish fees for a new development planned for West of I-5, mainly River Islands and Mossdale Landing.

In 2005, the CFF program was amended to establish fees for new development in the Central Lathrop Specific Plan (CLSP) area and followed with revisions in 2007, adding the offsite roadway intersection improvements and the surface water supply fee components for the CLSP area.

In 2011, the CFF program was amended to establish the North Lathrop Transportation Impact Fee for new development impacting the Roth Road/I-5 interchange and the associated frontage roads in the North Lathrop area.

In May 2018, the CFF program was amended to keep pace with the rising cost of infrastructure, facilities and land. This amendment included adjusting existing fees for inflation and updating project costs for the West/Central Lathrop Regional Transportation CFF, Surface Water Supply CFF, and the Water System CFF and establishing a new Sewer/Recycled Water System CFF for the CLSP area.

In December 2018, the San Joaquin Area Flood Control Agency (SJAFCA) Mossdale Tract Area Regional Urban Level of Flood Protection (ULOP) Development Impact Fee (DIF) agreement replaced Lathrop's 2017 Interim Levee Fee for the Reclamation District 17 Urban Level of Flood Protection Levee System Improvements.

In February 2019, the CLSP CFF Study update established a new In-Lieu Community Parks Dedication Fee, adjusted existing inflation fees and updated project costs and fees for the West/Central Lathrop Regional Transportation and the Sewer/Recycled Water System. The CLSP Neighborhood Park Capital Facility Fee was updated in February 2021 to reflect the actual park development costs realized by the developer of the CLSP.

In June 2019, the CLSP CFF Study established a new CFF for the Storm Drainage System Improvements – Watershed 2, Storm Drainage System Improvements – Watershed 4, Entitlements, and Prior Developer Account Open Items to reimburse the construction of storm drainage facilities and reimburse past expenditures associated with developing the CLSP area.

In October 2019, the South Lathrop Specific Plan (SLSP) and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF Study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In February 2020, the Sewer Reimbursement CFF Study established a new Sewer Reimbursement fee for the construction of oversized sewer facilities, including future construction of sewer facilities within the City.

In July 2022, the West/Central Regional Transportation and Central Lathrop Specific Plan CFFs were updated to include new traffic signals, storm drainage facilities, and a water tank and booster pump facility located in the Central Lathrop Specific Plan.

On September 12, 2022, Lathrop City Council approved the Nexus Study Update for the Regional Urban Level of Flood Protection Levee Impact Fee. This update reflects an updated program cost estimate that addresses climate change and updates to program funding from other sources.

The CFF program provides a source of revenue by which new development within the City will contribute their fair share of the costs that directly affect the need to construct infrastructure or expand community public facilities to meet growth needs.

The City's CFF program funds improvements in the following categories:

1. Transportation
  - a. Local
  - b. Regional
2. Culture and Leisure
3. Municipal Services
4. Storm Drainage
5. Administration
6. San Joaquin County Multi-Species Habitat
7. Environmental Mitigation
8. Park-In-Lieu
9. Water
10. Surface Water
11. Sewer

The Annual CFF report, included as Attachment "A", required by California GC 66006 et seq., was developed to identify the balances of fees in the Capital Facility Fee funds. The annual report provides the following information for each fee:

- a detailed description
- the fee amount
- beginning and ending balances for the fiscal year
- fees collected and interest earned
- transfers, refunds, and expenditures

The expenditures have been further broken down to identify the public improvements on which the fees were expended and the amount of expenditures for each improvement.

The Five-Year CFF Fund Report provides an overview of the improvement projects identified in the CFF program. The report lists the estimated cost for each project and the approximate date available. The fees and project costs are adjusted annually based on the annual changes to the Engineering News-Record Construction Cost Index (ENR CCI). The annual adjustment utilizing the ENR CCI ensures the current cost of construction and appropriate fees reflect the effects of inflation.

**REASON FOR RECOMMENDATION:**

The attached report was made public on February 21, 2024, pursuant to Section 66006 et seq. of the California Government Code, which requires a detailed report regarding the collection and expenditure of fees in the CFF program. Pursuant to the California GC, the report is required to be made public and the City Council is required to review the information made available to the public at its next regular scheduled meeting.

**FISCAL IMPACT:**

The cost for this item was staff time and materials to complete the attached report.

**ATTACHMENTS:**

- A. Capital Facility Fee Funds Report for report period Fiscal Year 2022-2023

**CITY MANAGER'S REPORT** **PAGE 5**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**REVIEW OF THE CAPITAL FACILITY FEE FUNDS REPORT FOR FY 2022-2023**

**APPROVALS:**



\_\_\_\_\_  
Bellal Nabizadah  
Assistant Engineer

2-21-24

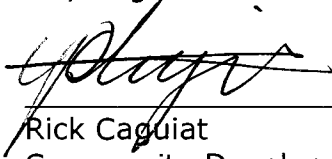
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Date



\_\_\_\_\_  
Brad Taylor  
City Engineer

2/21/2024

\_\_\_\_\_  
Date



\_\_\_\_\_  
Rick Caguiat  
Community Development Director

2/28/24

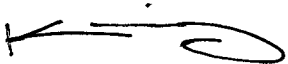
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Cari James  
Finance Director

2/22/24

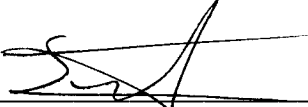
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Michael King  
Assistant City Manager

2.26.2024

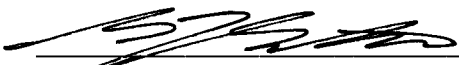
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\_\_\_\_\_  
Salvador Navarrete  
City Attorney

2-27-2024

\_\_\_\_\_  
Date



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

3.6.24

\_\_\_\_\_  
Date

# City of Lathrop

## Capital Facility Fee Funds Report 2022 – 2023

Made Pursuant to Government Code  
Section 66000 et seq.

Made Available for Public Review on:  
February 21, 2024

City Council Agenda Date:  
March 11, 2024

For further information, please contact:  
Brad Taylor, City Engineer, Public Works Department  
(209) 941-7438



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**Regional Transportation Impact Fee – 2230**

**1. Fee Information**

a. Description and History of Fee: This fee was collected to fund street improvements for Lathrop’s regional roadways. The fee originated in 1990 and was adopted by Lathrop City Council on October 10, 1990. The Regional Transportation Fee was calculated in coordination with the San Joaquin County Council of Governments to provide countywide transportation improvements for street and highway projects identified in the Congestion Management Program (CMP). Improvements to both Lathrop and Interstate 5 are included in the CMP.

The fee was reevaluated in the November 1, 1994 CFF Update and was updated to reflect the effects of inflation. In addition, the McKinley Avenue and Yosemite Avenue Intersection Improvements were added to the CFF. Updates to the Regional fee were also done in September of 2003 and again in August of 2005. The 2003 and 2005 studies included adjusting the previous Capital Facility Fee in Historic Lathrop (East) to reflect the effects of inflation.

The San Joaquin Regional Transportation Impact Fee (RTIF) is automatically adjusted on an annual basis at the beginning of each fiscal year (July 1) based on the Engineering News Record California Construction Code Index (CCCI).

b. Amount of Fee: The Regional Transportation Fee was changed to the San Joaquin Regional Transportation Impact Fee (RTIF) as of February 20, 2006. Funds collected as a result of the newly adopted fee are reported in Funds 2340 and 2360. **As of February 20, 2006, the Regional Transportation Fee is no longer collected.**

<b>Land Use Type</b>	<b>Unit</b>	<b>FY 22/23</b>
Residential (Single-Family)	DUE	\$-0-
Residential (Multi-Family)	DUE	\$-0-
Retail	Sq. Ft	\$-0-
Office	Sq. Ft	\$-0-
Commercial/Industrial	Sq. Ft	\$-0-





**2. Fund Information (During Reporting Period)**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	-
b.	Fees Collected	-
c.	Interest Earned	-
d.	Expenditures	-
e.	Transfer Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2230 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2230 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2230 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee Fund 2230 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



## Local Transportation Impact Fee – 2250

### 1. Fee Information

a. Description and History of Fee: This fee is collected to fund street improvements for existing city streets to accommodate for increased road usage due to new development. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project. The fee originated in 1990 and was adopted by the Lathrop City Council on October 10, 1990. The original fee was designed to fund the widening of local roads from two lanes to four lanes as well as the addition of traffic signals and turning lanes to increase the capacity of intersections. In 1990 the Engineering Report for the Lathrop Traffic Mitigation Fee identified an estimated \$6.4 million in signal system, intersection and road widening improvements.

An update to the fee was adopted by the Lathrop City Council and adopted on November 1, 1994. The update included the same projects that were included in the original Capital Facility Fees (CFF), with the exception of Louise Avenue and the addition of the McKinley Avenue Mainline Improvements. The widening and improvements of Louise Avenue between Harlan Road and Fifth Street were completed prior to the 1994 update (with CFF funds as a contributing source) which is why Louise Avenue was omitted from the 1994 update.

The Local Transportation CFF was reevaluated in September 2, 2003 and again in August 1, 2005. The studies included adjusting the previous CFF in Historic Lathrop (East) to reflect the effects of inflation.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$65.8 million in interchange improvements, road-widening improvements, and railroad crossing improvements. In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$56.7 million in transportation improvements. In May 2020 the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

b. Amount of Fee: The amount of the fee varies by land use type and location.

<u>East Lathrop/North Harlan</u> <u>Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to</u> <u>Dec. 31, 2022</u>	<u>Jan. 1, 2023 to</u> <u>June 30, 2023</u>
Single Family Residential	DU	\$4,085	\$4,312
Multi-Family Residential	DU	\$3,004	\$3,170
Commercial	1,000 sqft	\$5,578	\$5,888
Industrial/Warehouse	1,000 sqft	\$1,643	\$1,734

<u>Crossroads</u> <u>Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to</u> <u>Dec. 31, 2022</u>	<u>Jan. 1, 2023 to</u> <u>June 30, 2023</u>
Commercial	Acre	\$33,769	\$35,645
Industrial	1,000 sqft	\$ 1,226	\$ 1,294



<u>South Lathrop Specific Plan-SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,470	\$ 1,551
Office Commercial	1,000 sqft	\$22,525	\$23,776
Retail Commercial	1,000 sqft	\$ -	\$ -
Warehouse	1,000 sqft	\$ 1,470	\$ 1,551

<u>South Lathrop Specific Plan-Non SLCC Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,470	\$ 1,551
Office Commercial	1,000 sqft	\$22,525	\$23,776
Retail Commercial	1,000 sqft	\$ -	-
Warehouse	1,000 sqft	\$ 1,470	\$ 1,551

<u>Gateway Business Park Specific Plan Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Industrial/ Limited Industrial	1,000 sqft	\$ 1,465	\$ 1,547
Office Commercial	1,000 sqft	\$18,896	\$19,945
Retail Commercial	1,000 sqft	\$ 6,634	\$ 7,002
Warehouse	1,000 sqft	\$ 1,465	\$ 1,547

**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2022	\$ 835,515
b.	Fees Collected	\$ 49,141
c.	Interest Earned	\$ 11,326
d.	Expenditures	-
e.	Transfers Out	(\$ 170,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 725,582



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2250 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2250 transferred or loaned during the reporting period? Yes

A total of \$170,000 was transferred from Fund 2250 to the following projects:

- \$170,000 to the Louise Avenue and McKinley Avenue Signal Improvements Project PS 15-02

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2250 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Local Transportation Impact Fee Fund 2250 currently has funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

<b>Project</b>	<b>Amount</b>	<b>% of Improvements</b>
Louise Ave & McKinley Avenue Signal Improvements, PS 15-02	\$1,141,327	59
Total	\$1,141,327	



## **Culture and Leisure Capital Facility Fee – 2260**

### **1. Fee Information**

a. Description and History of Fee: The Culture and Leisure Capital Facility Fee is collected to fund costs for the completion of Neighborhood, Community and Linear Parks, a Library, Cultural Center, Senior Center and Community Center.

The Culture and Leisure Capital Facility Fee was first implemented with the adoption of the October 10, 1990 CFF Study Report. The original fee collected funds merely for Parks and a Library. The Capital Facility Fee program was reevaluated in 1994 and in addition to a park and library component, a component for a cultural center was added. Adopting this change increased the fee for both Single Family (from \$1,627 to \$1,789) and Multi-Family (from \$1,084 to \$1,295) residential dwelling units.

In September of 2003, the City Council again adopted a revision to the Culture and Leisure CFF. This amendment to the CFF was implemented to capture the new direction in which the City was headed. The City has since approved planned communities, that combined exceed 17,000 new homes, for Mossdale Landing, Central Lathrop Specific Plan Area and River Islands. These communities have pushed Lathrop's population well over the 12,980 projection for year 2010 (as of January 2011, the City of Lathrop's population was estimated at over 18,656) hence the need for an increase in facilities. The 2003 update increased the fee significantly for both Single Family and Multi-Family residential dwelling units and added a Senior Center to the list of facilities.

The 2005 update to the Culture and Leisure CFF split the fee into two separate components; Parks and Facilities. This was done to ensure enough monies were collected for both areas of culture and leisure as well as to ensure the importance of both sub-components. This update also included an increase to capture the effects of inflation.

The Culture and Leisure CFF was reevaluated May 3, 2018 adjusting the previous CFF to reflect the effects of inflation. The studies also included adjusting the total library space to 31,100 square feet at build out as well as a reduction in the library square footage standard to 475 square feet per 1,000 residents. Additionally, the 5.76 acre of land associated with the Generation Center was added to the CFF program with no net increase to the CFF rates for the Culture and Leisure Facility sub-component.

The Central Lathrop Specific Plan (CLSP) Neighborhood Park Capital Facility Fee was updated on February 8, 2021, to be consistent with the actual park development costs realized by the primary developer of the CLSP. The cost to construct the CLSP neighborhood park improvement was estimated to be \$298,501 per acre in the development agreement. Subsequently, it was inflated to \$322,625 per acre in 2020, based on the ENR 20-City Construction Cost Index (the "CCI"). Based on the actual development costs for the Phase 1A Neighborhood Park constructed by Saybrook in 2020, the total cost increased to \$390,251 per acre.



b. Amount of Fee: The amount of the fee varies by land use type and location.

	Accounting Period			
	July 1, 2022 to Dec. 31, 2022		January 1, 2023 to June 30, 2023	
<u>Land Use Type (Unit)</u>	Historical Lathrop North Harlan Mossdale Village	Central Lathrop	Historical Lathrop North Harlan Mossdale Village	Central Lathrop
<b>Single Family (DU)</b>				
Neighborhood Parks	\$6,343	\$4,416	\$6,696	\$4,661
Community/Linear Parks	-	\$4,396	-	\$4,641
Facilities	\$3,886	\$3,886	\$4,102	\$4,102
<b>Multi-Family (DU)</b>				
Neighborhood Parks	\$4,531	\$3,154	\$4,782	\$3,329
Community/Linear Parks	-	\$3,141	-	\$3,315
Facilities	\$2,775	\$2,775	\$2,929	\$2,929

	Accounting Period			
	July 1, 2022 to Dec. 31, 2022		January 1, 2023 to June 30, 2023	
<u>Land Use Type (Unit)</u>	Mossdale Landing	Stewart Tract	Mossdale Landing	Stewart Tract
<b>Single Family (DU)</b>				
Parks	\$6,342	-	\$6,694	-
Facilities	\$2,546	\$3,886	\$2,688	\$4,102
<b>Multi-Family (DU)</b>				
Parks	\$4,529	-	\$4,780	-
Facilities	\$1,818	\$2,775	\$1,919	\$2,929

**2. Fund Information (During Reporting Period)**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2022	\$ 20,583,757
b.	Fees Collected	\$ 4,314,134
c.	Interest Earned	\$ 252,829
d.	Expenditures	-
e.	Transfers Out	(\$ 7,798,431)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 17,622,289



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2260 expended during the reporting period? No

**2e. Transfers and Loans: Description of Transfers and Loans made from fund.**

Were funds from Fund 2260 transferred or loaned during the reporting period? Yes

A total of \$7,798,431 was transferred from Fund 2260 to the following projects;

- (\$34,532) to the Generation Center Improvements Project PK 20-23
- (\$11,782) to the Cricket Pitch on Banta School Property Project PK 22-40
- \$25,689 to reimburse developer
- \$7,819,056 to Reimburse CLSP for parks

**2f. Refunds: Description of refunds made during reporting period.**

Were funds from Fund 2260 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Culture and Leisure Capital Facility Fee Fund 2260 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
New Lathrop Community Center, PK 22-05	\$6,599,999	100
Shilling Avenue Park Improvements, PK 22-34	\$ 370,000	27
Total	\$6,969,999	



## **Municipal Services Capital Facility Fee – 2270**

### **1. Fee Information**

a. **Description and History of Fee:** The Municipal Services Capital Facility Fee is collected to fund costs related to a new City Hall, Police Station, Corporation Yard and Animal Shelter needed to support the growth of the City.

The Municipal (City) Services Capital Facility Fee (CFF) was first implemented with the adoption of the October 10, 1990 CFF Study Report. The original fee collected monies to fund a new city hall, police station and a corporation yard for field staff (operations and maintenance). The Capital Facility Fee program was reevaluated in 1994 and in addition to the facilities previously adopted with the original study; a component for an Animal Control Facility was added. Adopting this change increased the fee for residential land use types as well as for commercial and industrial.

In September of 2003, the City Council again adopted a revision to the Municipal Services CFF. This amendment to the CFF was implemented to ensure that the City was collecting enough monies to fund the facilities needed to accommodate new development as the existing facilities (excluding city hall) do not meet the City's service level standards.

- The City was contracted with the City of Manteca for its animal control shelter facilities since Lathrop did not have one of its own.
- The City's Police Services Department, previously contracted with the San Joaquin County Sheriff's Department, is too small to expand for the City's anticipated growth. At build out there will not be enough room to expand for the projected 1.5 sworn peace officers per 1,000 residents.
- The Corporation Yard facility that houses most of the City's field staff (maintenance and operations) as well as much of the City's equipment and vehicles is too small to accommodate for growth.
- A 2005 update to the Municipal Services CFF increased the fee to reflect the effects of inflation. Additionally, a Performing Arts Center was added to accommodate the City's growing population and a Wireless Network was added to ensure that the City is keeping up with technology to offer residents and employees the highest level of service.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified SLSP will also be subject fund future development fair share of the cost of municipal buildings and facilities.





b. About the Fee: The amount of the fee varies by land use type and location. The fees are as follows:

<b>Accounting Period</b>		
	<b>July 1, 2022 to December 31, 2022</b>	<b>January 1, 2023 to June 30, 2023</b>
<u>Land Use Type (Unit)</u>	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract	East Lathrop/ North Harlan/ Mossdale Village/ Crossroads/ Central Lathrop/ Stewart Tract
<b>Single Family (DU) Residential</b>	<b>\$4,354</b>	<b>\$4,596</b>
<b>Multi-Family (DU) Residential</b>	<b>\$3,110</b>	<b>\$3,282</b>
<b>Service Retail (Per 1,000 sf.)</b>	<b>\$2,837</b>	<b>\$2,995</b>
<b>Other Non-Residential (Per 1,000 sf.)</b>	<b>\$1,717</b>	<b>\$1,812</b>

<b>Accounting Period</b>		
	<b>July 1, 2022 to December 31, 2022</b>	<b>January 1, 2023 to June 30, 2023</b>
<u>Land Use Type</u>	Mossdale Landing	Mossdale Landing
<b>Single Family Residential</b>	<b>\$4,277</b>	<b>\$4,514</b>
<b>Multi-Family Residential</b>	<b>\$3,056</b>	<b>\$3,225</b>
<b>Service Retail (Per 1,000 sf.)</b>	<b>\$2,777</b>	<b>\$2,931</b>
<b>Other Non-Residential (Per 1,000 sf.)</b>	<b>\$1,680</b>	<b>\$1,773</b>

<b>Accounting Period</b>		
	<b>July 1, 2022 to December 31, 2022</b>	<b>January 1, 2023 to June 30, 2023</b>
<u>Land Use Type</u>	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park	South Lathrop Specific Plan – SLCC/Non SLCC, Gateway Business Park
<b>Service Retail (Per 1,000 sf.)</b>	<b>\$2,837</b>	<b>\$2,995</b>
<b>Other Non-Residential (Per 1,000 sf.)</b>	<b>\$1,717</b>	<b>\$1,812</b>



**2. Fund Information (During Reporting Period)**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ 14,634,320
b.	Fees Collected	\$ 2,739,910
c.	Interest Earned	\$ 201,905
d.	Expenditures	(\$ 381,000)
e.	Transfers Out	(\$ 10,815,407)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 6,378,728

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2270 expended during the reporting period? Yes

A total of \$381,000 was expensed from Fund 2270 to the City Hall Facility service debt.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2270 transferred or loaned during the reporting period? Yes

- \$317,407 was transferred to the Police Building Project, GG 19-08.
- \$10,498,000 was transferred to the Corp Yard Project, GG 21-13.

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2270 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Municipal Services Fee Fund 2270 currently has funds appropriated to the Capital Improvement Program (CIP) Project listed below for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

<b>Project</b>	<b>Amount</b>	<b>% of Improvements</b>
Corp Yard Improvements, GG 21-13	\$10,120,000	100
Total	\$10,120,000	



## **Storm Drainage Capital Facility Fee – 2280**

### **1. Fee Information**

a. Description and History of Fee: This Storm Drainage Capital Facility Fee (CFF) is collected to fund storm drainage improvements to support new development. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project.

On February 20, 1987, San Joaquin County Ordinance Number 3297 established a fee of \$1,000 per gross acre of land to reimburse the costs of establishing the storm drain system known as “City Service Zone 1”. This fee was to be updated every year by the Engineering News Record (ENR) Construction Cost Index for inflation.

On July 7, 1992, the City adopted a Storm Drain Master Plan which identified the facilities in place, existing deficiencies, and needed improvements for terminal storm drainage in areas of the existing City and surrounding area. Storm drainage CFFs were established in 1994. The City’s only terminal storm drain system consisted of the former County Service area 4, Zones A & B (designed by the County), which included most of the populated areas of the City at that time. This system has been expanded on several occasions as a result of new growth and has been re-designated as “Storm Drain City Zone 1”.

The Storm Drainage Capital Facility Fee was reevaluated in September 2, 2003 and again in August 1, 2005. The studies included adjusting the previous Capital Facility Fee in Historic Lathrop (East) to reflect the effects of inflation. Additionally, new CFF fees were established for the Mossdale development area to be used as funding for the improvement the development community would be constructing.

New development that occurs in the areas surrounding City Zone 1 must pay a fee to the Area of Benefit District No. 6, which was established by San Joaquin County (Ord. 3297) to reimburse the capital costs of constructing the trunk and outfall lines of the current system.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified approximately \$1.7 million to construct an outfall facility that would be allocated equally to the three developments that will benefit from this facility.

In June 2019, the Central Lathrop Specific Plan (CLSP) CFF Study established a fee program for the CLSP area. The CLSP CFF Study identified approximately \$13.9 million storm drainage improvements.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In July 2022, the CLSP storm drainage fees were updated to reflect the actual costs of the storm drainage facilities serving the area. The effective date of the updated fees were October 10, 2022.



b. Amount of Fee: The amount of the fee varies by land use type and location.

Land Use Type	Unit	July 1, 2022 to December 31, 2022			January 1, 2023 to June 30, 2023		
		East Lathrop	North Harlan	Mossdale	East Lathrop	North Harlan	Mossdale
Low Density Residential	DU	\$1,026	\$1,026	\$392	\$1,083	\$1,083	\$414
Medium Density Residential	DU	-	-	\$269	-	-	\$284
High Density Residential	DU	-	-	\$210	-	-	\$222
Village Commercial	Acre	-	-	\$4,857	-	-	\$5,127
Service Commercial	Acre	\$7,053	\$7,053	\$4,857	\$7,445	\$7,445	\$5,127
Freeway Commercial	Acre	\$12,657	\$12,657	\$4,857	\$13,360	\$13,360	\$5,127
Neighborhood Commercial	Acre	\$3,133	\$3,133	\$4,857	\$3,307	\$3,307	\$5,127
Limited Industrial Zone 5	Acre	\$9,845	\$9,845	-	\$10,392	\$10,392	-
Limited Industrial Other Zones	Acre	\$5,487	\$5,487	-	\$5,792	\$5,792	-
General Industrial	Acre	\$6,663	\$6,663	-	\$7,033	\$7,033	-
Transit Station (Lathrop Road)	Acre	\$6,269	\$6,269	-	\$6,618	\$6,618	-
Fire Station (Yosemite)	Acre	\$7,053	\$7,053	-	\$7,445	\$7,445	-
Area of Benefit 6	Acre	\$2,734	-	-	\$2,886	-	-

Crossroads Land Use Type	Unit	July 1, 2022 to Dec. 31, 2022	Jan. 1, 2023 to June 30, 2023
Onsite	Acre	\$14,616	\$15,428
Offsite	Acre	\$ 8,335	\$ 8,798

Land Use Type	Unit	July 1, 2022 to October 9, 2022		October 10, 2022 to December 31, 2022		January 1, 2023 to June 30, 2023	
		CLSP (Storm Drain WS2)	CLSP (Storm Drain WS4)	CLSP (Storm Drain WS2)	CLSP (Storm Drain WS4)	CLSP (Storm Drain WS2)	CLSP (Storm Drain WS4)
All Developer	Acre	\$52,256	\$39,523	\$60,579	\$45,322	\$ 63,943	\$ 47,839
Single Family	DU	-	-	\$9,655	-	\$10,191	-
Multi-Family	DU	-	-	\$3,361	-	\$3,548	-

Land Use Type	Unit	July 1, 2022 to December 31, 2022		January 1, 2023 to June 30, 2023	
		SLSP - Non SLCC (Storm Drainage)	SLSP - Non SLCC (Regional Storm Drainage)	SLSP - Non SLCC (Storm Drainage)	SLSP - Non SLCC (Regional Storm Drainage)
OFC Commercial	1,000 sf.	\$70,184	\$5,375	\$74,082	\$5,673
Limited WHS	1,000 sf.	\$70,184	\$5,375	\$74,082	\$5,673
Warehouse	1,000 sf.	\$70,184	\$5,375	\$74,082	\$5,673



Land Use Type	Unit	July 1, 2022 to December 31, 2022		January 1, 2023 to June 30, 2023	
		Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)	Lathrop Gateway (Storm Drainage)	Lathrop Gateway (Regional Storm Drainage)
Shopping Center	1,000 sf.	\$4,216	\$399	\$4,451	\$421
Office Park	1,000 sf.	\$3,699	\$350	\$3,904	\$369
Industrial Park	1,000 sf.	\$2,288	\$216	\$2,415	\$228
Warehouse	1,000 sf.	\$2,288	\$216	\$2,415	\$228

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	(\$ 123,107)
b.	Fees Collected	\$ 540,599
c.	Interest Earned	\$ 1,558
d.	Expenditures	(\$ 390,364)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 28,686

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2280 expended during the reporting period? Yes

A total of \$390,364 was expensed from Fund 2280 to the following projects;

- \$243,763 for the City’s share of the South Lathrop’s Regional Outfall Structure.
- \$146,601 for reimbursement to developer of CLSP

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2280 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2280 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Storm Drainage Capital Facility Fee Fund 2280 currently does not have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Administration Capital Facility Fee – 2290**

**1. Fee Information**

a. Description and History of Fee: The purpose of the capital facility fee program is to provide a source of revenue by which new development within the City will contribute a fair and proportionate share of the cost of providing infrastructure and community facilities commensurate with the benefits received. Under Government Code Section 66000 et seq., the City is required to separately account for revenues and expenditures within the capital facilities fee funds and is allowed to apply an appropriate fee for administration of Transportation, Municipal Services, Culture and Leisure, and Regional Levee Fees as identified in the report titled “City of Lathrop Capital Facilities Fees, As Amended September 2, 2003” and the “Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee, Nexus Study, Adopted by SJAFCA, Resolution No. 18-21, November 8, 2018”.

In June 2019, the Central Lathrop Specific Plan (CLSP) CFF Study established fees to reimburse past expenditures associated with developing the CLSP area. In October 2019, the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study established a fee program. In May 2020, the CFF program was updated based on actual facility construction costs for the SLSP and LGBPSP development areas.

b. Amount of Fee: This fee is calculated as a percentage of the capital facilities fees charged prior to issuance of the building permit. Currently the fee is 3% of all capital facility fees applicable to the project.

**2. Fund Information (During Reporting Period)**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$3,153,695
b.	Fees Collected	\$ 571,858
c.	Interest Earned	\$ 43,382
d.	Expenditures	-
e.	Transfers Out	(\$ 100,000)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$3,668,935

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2290 expended during the reporting period? No



**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2290 transferred or loaned during the reporting period? Yes

A total of \$100,000 was transferred from Fund 2290 to cover the Capital Facility Fee Program administration costs.

- \$100,000 was transferred to the Admin Services, General Fund.

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2290 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Administration Capital Facility Fee Fund 2290 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.





**Environmental Mitigation Capital Facility Fee – 2310**

**1. Fee Information**

a. Description and History of Fee: One of the environmental mitigation measures required in relation to development on the west side of Interstate 5 is the protection of habitat for the Riparian Brush Rabbit. To meet this requirement, land in the “oxbow” along the San Joaquin River was acquired, fenced, and maintained as protected habitat. This fee will be used to acquire the land and construct a fence needed to protect the rabbit as identified in the report titled “City of Lathrop Capital Facilities Fees, As Amended September 2, 2003.” Ongoing maintenance costs are to be funded through an endowment or other means, and are not included herein.

b. Amount of Fee: The amount of the fee varies by land use type and location and is only applicable to the Mossdale Village/Landing area.

	July 1, 2022 to December 31, 2022	January 1, 2023 to June 30, 2023
Low Density Residential	\$229	\$241
Medium Density Residential	\$129	\$137
High Density Residential	\$ 47	\$ 50
Village Commercial	\$1,095	\$1,156
Service Commercial	\$1,095	\$1,156
Freeway Commercial	\$1,095	\$1,156
Waterfront Resort Commercial	\$1,095	\$1,156

**2. Fund Information During Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2022	-
b.	Fees Collected	-
c.	Interest Earned	-
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	-



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2310 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2310 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2310 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-2024: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Environmental Mitigation Fund 2310 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Regional Levee Impact Fee – 2315**

**1. Fee Information**

a. Description and History of Fee: In 2007, the legislature passed California State Bill 5 (SB5), which requires the state to develop and adopt a comprehensive Central Valley Flood Protection Plan (CVFPP). The CVFPP was approved by the Central Valley Flood Protection Board in June 2012. In January 2017, Lathrop City Council approved the Interim Urban Levee of Flood Protection Levee Impact Fee (Nexus Study), Ordinance No. 17-374, adding the fee to the Capital Facility Fee Program to fund the design and construction of levee system improvements to provide 200-year flood protection to the Reclamation District 17 area.

On December 10, 2018, Lathrop City Council approved the Regional Levee Impact Fee Collection Agreement with San Joaquin Area Flood Control Agency (SJAFCFA) and Cities of Lathrop, Manteca, Stockton and San Joaquin County for the collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee. Replacing the Interim Urban Levee of Flood Protection Levee Impact Fee as a result. The Regional Levee Impact Fee is collected by the Land Use Agencies in accordance with the agreement for collection of the San Joaquin Area Flood Control Agency Mossdale Tract Area Regional Urban Level of Flood Protection Development Impact Fee.

On September 12, 2022, Lathrop City Council approved the Nexus Study Update for the Regional Urban Level of Flood Protection Levee Impact Fee. This update reflects an updated program cost estimate that addresses climate change and updates to program funding from other sources. The effective date of the updated fee was November 11, 2022.

b. Amount of Fee: The amount of the fee varies by planned new development land use type.

Land Use Type	Unit Per Gross Developable	July 1, 2022 to November 10, 2022		November 11, 2022 to June 30, 2023	
		Levee Impact	Admin Fee	Levee Impact	Admin Fee
Single Family – Residential	Acre	\$20,232	\$626	\$21,462	\$644
Multi-Family - Residential	Acre	\$18,423	\$570	\$20,084	\$603
Commercial	Acre	\$19,160	\$593	\$20,307	\$609
Industrial	Acre	\$15,943	\$493	\$15,907	\$477



**2. Fund Information During Reporting Period**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ -
b.	Fees Collected	\$1,445,002
c.	Interest Earned	\$ 755
d.	Expenditures	(\$1,445,757)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2315 expended during the reporting period? Yes

A total of \$1,445,757 was expended from Fund 2315 to SJAFCA pursuant to the approved Regional Levee Impact Fee Collection Agreement for the Mossdale Tract Area Regional Urban Levee Flood Protection Development Impact Fee.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2315 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2315 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-2024: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Levee Impact Fee Fund 2351 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to collect and transmit the development impact fee to SJAFCA to fund construction of the development impact fee projects identified in the Mossdale Tract Area Regional Urban Level of Flood Protection Levee Impact Fee Study “Final Nexus Study” adopted November 8, 2018, SJAFCA, Resolution No. 18-21.



**West Central Lathrop Transportation Capital Facility Fee – 2320**

**1. Fee Information**

a. Description and History of Fee: The West/Central Lathrop Regional Transportation Fee is a supplemental fee collected, in conjunction with the original 1997 WLSP (West Lathrop Specific Plan) Regional Transportation Fee, in order to fund traffic improvements needed as a result of new development. Negotiations between developers and City staff concluded that a West/Central Lathrop Regional Traffic Impact Fee would be added to the Capital Facilities Fee (CFF) Program that would help to fund projects identified in the 1997 WLSP Regional Fee as well as to fund newly added improvements.

The W/C Lathrop Regional Transportation Fee was derived as a result of a traffic study performed by TJKM Transportation Consultants that evaluated trips to / from the regional areas of Lathrop to / from five major service areas within Lathrop: Central Lathrop Specific Plan Area, Mossdale Village, River Islands, Historic Lathrop and area outside of the city limits.

The West Central Lathrop Transportation CFF was reevaluated January 23, 2019. After further review City staff found the project cost were consistent with current cost estimates to construct the improvements with exception of the Louise Avenue Interchange and the Paradise Avenue Interchange improvements. As a result, the fee study includes adjusting the previous CFF to reflect the effects of inflation as well as an increase to the rates for Central Lathrop, Mossdale Village and River Islands.

In July 2022, the West Central Transportation CFF was updated to include new traffic signals. The effective date of the updated fees were October 10, 2022

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2022 to October 9, 2022					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$3,987	\$3,012	\$4,082	\$ 4,590
Multi-Family	DU	\$2,459	\$1,852	\$2,505	\$ 2,817
Retail Commercial	1,000 sf	\$6,316	\$4,774	\$5,201	\$ 7,627
Service/Office Commercial	1,000 sf	\$5,720	\$4,327	\$3,800	\$ 4,211

October 10, 2022 to December 31, 2022					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$3,994	\$3,012	\$ 4,192	\$ 4,592
Multi-Family	DU	\$2,463	\$1,852	\$ 2,574	\$ 2,819
Retail Commercial	1,000 sf	\$6,327	\$4,774	\$ 5,342	\$ 7,631
Service/Office Commercial	1,000 sf	\$5,730	\$4,327	\$ 3,902	\$ 4,213



January 1, 2023 to June 30, 2023					
Land Use Type	Unit	Mossdale Village	Mossdale Landing	Central Lathrop	River Islands – Stewart Tract
Single Family	DU	\$4,216	\$3,179	\$ 4,425	\$ 4,847
Multi-Family	DU	\$2,600	\$1,954	\$ 2,717	\$ 2,976
Retail Commercial	1,000 sf	\$6,678	\$5,040	\$ 5,639	\$ 8,055
Service/Office Commercial	1,000 sf	\$6,048	\$4,567	\$ 4,119	\$ 4,447

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	\$ 14,209,172
b.	Fees Collected	\$ 2,750,452
c.	Interest Earned	\$ 191,264
d.	Expenditures	(\$ 483,777)
e.	Transfers Out	(\$ 834,487)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 15,832,622

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2320 expended during the reporting period? Yes

A total of \$483,777 was expended from Fund 2320 to the following projects;

- \$26,655 To reimburse developers for construction public improvements
- \$457,122 To reimburse developer for installation of traffic signal at Golden Valley Parkway and Faber Drive

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2320 transferred or loaned during the reporting period? Yes

A total of \$834,487 was transferred from Fund 2320 to the Louise Avenue & I-5 Improvements Project PS 06-06.

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2320 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The West Central Lathrop Transportation Capital Facility Fee Fund 2320 currently has funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

<b>Project</b>	<b>Amount</b>	<b>% of Improvements</b>
Manthey Road Bridge Replacement, PS 12-04	\$1,682,268	4
Louise Avenue/I-5 Interchange Right-of-Way. PS 06-06	\$6,688,975	61
Total	\$8,372,243	



**West Lathrop Specific Plan Regional Transportation Impact Fee – 2330**

**1. Fee Information**

a. Description and History of Fee: The West Lathrop Specific Plan (WLSP) Regional Transportation Impact Fee is collected from planned communities in the Central Lathrop area, Mossdale Village area and the River Islands area to fund regional road improvements needed as a result of new development west of Interstate 5.

The original fee was first developed in 1997 by the Fee Development Committee which is comprised of representatives from the City of Lathrop, San Joaquin Council of Governments, Caltrans, The Crane Transportation Group and Califia (a River Islands affiliate). The Committee was to evaluate existing transportation facilities to determine if they were sufficient to accommodate for new growth and, if insufficient, to identify the need for additional street infrastructure.

Upon determining a transportation level of service (LOS), the development projections for the City and project level impacts, a list of transportation system improvements was compiled. This list of improvements was utilized to determine a fee to fund the necessary improvement projects.

The West Central Lathrop Transportation CFF was reevaluated May 3, 2018. After further review City staff found the project cost were consistent with current cost estimates to construct the improvements with exception of the Louise Avenue Interchange and the Paradise Avenue Interchange improvements. As a result, the fee study includes adjusting the previous CFF to reflect the effects of inflation as well as an increase to the rates for Central Lathrop, Mossdale Village and River Islands.

b. Amount of Fee: The amount of the fee for the West Lathrop Specific Plan Regional Transportation Fee varies by land use type.

Land Use Type	Unit	July 1, 2022 to December 31, 2022	January 1, 2023 to June 30, 2023
Single Family	DU	\$ 394	\$ 415
Multi Family	DU	\$ 461	\$ 486
Retail Commercial	1,000 sf	\$2,201	\$2,324
Service Commercial	1,000 sf	\$ 610	\$ 644

**2. Fund Information During Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	\$ 1,421,484
b.	Fees Collected	\$ 780,838
c.	Interest Earned	\$ 3,078
d.	Expenditures	(\$ 1,938,266)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 267,134





**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2330 expended during the reporting period? Yes

A total of \$1,938,266 expensed from Fund 2330 to the following projects;

- \$5,224 to reimburse development for constructed public improvements.
- \$1,933,042 for Golden Valley Parkway from Brookhurst to Sadler Oak.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2330 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2330 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The West Lathrop Specific Plan Regional Transportation Impact Fee Fund 2330 currently has funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Manthey Road Bridge Replacement, PS 12-04	\$472,150	1
Total	\$472,150	



**Lathrop Local East – 2340 and Lathrop Local West - 2360**

**1. Fee Information**

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) San Joaquin County was adopted by City Council on December 20, 2005. This fee was adopted to address traffic volumes exceeding the capacity of the regional network of highways and arterials existing in San Joaquin County. It was determined that existing funding sources, including federal, state, and local sources, will be inadequate to construct the Regional Transportation Network needed to avoid unacceptable levels of traffic congestion and related adverse impacts.

The City of Lathrop has an existing local and regional transportation capital facilities fee (CFF) system in place which began with the West Lathrop Regional Transportation Impact Fee adopted in 1997. In 2003, the City created the West/Central Lathrop Regional Transportation CFF which picked up where the WLSP RTIF ended, by providing for other transportation improvements needed to meet the increase in development in West and Central Lathrop Specific Plan areas. Several other transportation-related CFFs (as covered in this report) have been created to address improvements as areas have developed.

The San Joaquin RTIF effectively updates and is incorporated into the WLSP RTIF. RTIF – Lathrop Local East (Fund 234) was created to account for fees collected from new development in East Lathrop under the new schedule. RTIF – Lathrop Local West (Fund 236) also accounts for fees collected for new development in West Lathrop under the San Joaquin RTIF fee schedule. Both funds will be used in accordance with the RTIF Operating Agreement in their prospective areas.

b. Amount of Fee: The amount of the fee varies by land use type and location. The fees are as follows:

Land Use Type	Unit	July 1, 2022 to June 30, 2023
Single Family	DU	\$ 4,053
Multi Family	DU	\$ 2,432
Industrial	1,000 sf	\$ 1,230
Service/Office Commercial	1,000 sf	\$ 2,030
Retail Commercial	1,000 sf	\$ 1,610
Warehouse	1,000 sf	\$ 500



**2a. Fund 234 – RTIF – Lathrop Local East**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ 2,618,008
b.	Fees Collected	\$ 30,805
c.	Interest Earned	\$ 34,589
d.	Expenditures	(\$ 1,662)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 2,681,741

**2c. Fund 236 – RTIF – Lathrop Local West**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ 11,430,110
b.	Fees Collected	\$ 1,588,378
c.	Interest Earned	\$ 155,606
d.	Expenditures	(\$ 5,892)
e.	Transfers Out	(\$ 883,826)
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 12,284,376

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2340 and 2360 expended during the reporting period? Yes

A total of \$1,662 was expensed from Fund 2340 and \$5,892 was expensed from Fund 2360 to pay San Joaquin Council of Governments for a portion of third party cost to implement the RTIF Program.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2340 and 2360 transferred or loaned during the reporting period? Yes

A total of \$883,826 was transferred from Fund 2360 to reimburse development for constructed public improvements.

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2340 and 2360 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Lathrop Local East Fee Fund 2340 does not currently have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24.

The Lathrop Local West Fee Fund 2360 currently has funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

<u>Project</u>	<u>Amount</u>	<u>% of Improvements</u>
Manthey Road Bridge Replacement, PS 12-04	\$1,682,268	4
Total	\$1,682,268	



**Regional Transportation Impact Fee San Joaquin County – 2350**

**1. Fee Information**

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) San Joaquin County was adopted by City Council on December 20, 2005. This fee was adopted to address traffic volumes exceeding the capacity of the regional network of highways and arterials existing in San Joaquin County. It was determined that existing funding sources, including federal, state, and local sources, will be inadequate to construct the Regional Transportation Network needed to avoid unacceptable levels of traffic congestion and related adverse impacts.

The Regional Transportation Impact Fee San Joaquin County (Fund 235) meets the agreement requirement to pay ten (10) percent of the total fee revenue collected to the County of San Joaquin for the purpose of funding RTIF Capital Projects within the County. Fund 235 has been set up to account for this revenue which is paid on a quarterly basis per the RTIF Operating Agreement.

b. Amount of Fee: The amount of the fee varies by land use type and location. Only 10 percent of the fee is placed in Fund 2350 (See Funds 2340 and 2360). The fund amounts are as follows:

**2. Fund 235 – RTIF SJ County 10%**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ -
b.	Fees Collected	\$ 151,643
c.	Interest Earned	\$ 187
d.	Expenditures	(\$ 151,830)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2350 expended during the reporting period? Yes

A total of \$151,830 was expensed from Fund 2350 to pay the County of San Joaquin for the portion of fee dedicated to RTIF Capital Projects within the County.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2320 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2320 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee (RTIF) Fund 2350 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to account for the amount that is paid to the County of San Joaquin for the portion of the fee dedicated to RTIF Capital Projects within the County.



**Regional Transportation Impact Fee**  
**San Joaquin Council of Governments 15% – 2370**

**1. Fee Information**

a. Description and History of Fee: The Regional Transportation Impact Fee (RTIF) Program Operating Agreement establishes the distribution of fee revenue collected by the participating agencies. Ten (10) percent of the fees collected by the City of Lathrop and each of the other participating agencies pass directly on to the San Joaquin Council of Governments (SJCOG) on a quarterly basis. This revenue is used to fund state highway improvements on the RTIF Project List. Another five (5) percent is paid directly to SJCOG on a quarterly basis to fund transit improvements on the RTIF Project List. Fund 237 was set up to account for this 15 percent of collected revenue to be passed on to SJCOG.

b. Amount of Fee: The amount of the fee is 15 percent of all fees collected under the RTIF Program (See Funds 2340 and 2360).

**2. Fund Information – RTIF SJCOG 15%**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ -
b.	Fees Collected	\$ 227,464
c.	Interest Earned	\$ 281
d.	Expenditures	(\$ 227,746)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	-

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2370 expended during the reporting period? Yes

A total of \$227,746 was expensed from Fund 2370 to pay the San Joaquin Council of Governments (SJCOG) on a quarterly basis per the RTIF Operating Agreement.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2370 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2370 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Regional Transportation Impact Fee San Joaquin Council of Governments (SJCOG) Fund 2370 will not have funds appropriated to any Capital Improvement Program (CIP) Projects. Its purpose is to account for the amount that is paid to SJCOG on a quarterly basis per the RTIF operating Agreement.





**Offsite Roadway Improvements Capital Facility Fee – 2380**

**1. Fee Information**

- a. Description and History of Fee: The Offsite Roadway Improvements Fee was adopted by Lathrop City Council on May 29, 2007. The purpose of the fee is to establish a funding mechanism to pay for the offsite roadway improvements applicable to the Stanford Crossing of the Central Lathrop Specific Plan (CLSP) area. The fee is collected to fund an estimated \$8.5 million of buildout improvements at six intersections (Roth Road/McKinley Avenue, Lathrop Road/5<sup>th</sup> Street, Lathrop Road/Airport Road, Louise Avenue/McKinley Avenue, Louise Avenue/Airport Road, and Yosemite Avenue/McKinley Avenue) impacted by the proposed CLSP development located east of Interstate 5. The calculations used for the CLSP offsite intersection CFFs are based on the assumptions and methodology used to calculate the West/Central Lathrop Regional Transportation CFF in the 2003 and 2005 CFF studies. The CLSP fair share of offsite intersection costs was allocated to each type of land use based on the adjusted number of afternoon peak hour trips. The cost allocated to each land use type were then divided by the number of units of development to arrive at the appropriate fee for each unit of new development.
- b. Amount of Fee: The amount of the fee varies by land use type and location.

Central Lathrop Land Use Type	Unit	July 1, 2022 to June 30, 2023
Single Family	DU	\$ 177
Multi Family	DU	\$ 109
Retail Commercial	1,000 sf	\$ 227
Service/Office Commercial	1,000 sf	\$ 165

**2. Fund Information (During Reporting Period)**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	\$ 124,453
b.	Fees Collected	\$ 37,697
c.	Interest Earned	\$ 1,706
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 163,855

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2380 expended during the reporting period? No



**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2380 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2380 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Offsite Roadway Improvements Fee Fund 2380 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**North Lathrop Transportation Capital Facility Fee – 2420**

**1. Fee Information**

a. Description and History of Fee: The North Lathrop Transportation Fee was established in January 2011. The purpose of the North Lathrop Transportation Fee is to establish a funding mechanism to pay for the planning, design, land acquisition, administration (including construction management and program management), and construction of the interchange and frontage road improvements (including streets, intersection relocations and traffic signals). The North Lathrop Study Area boundaries include the City of Lathrop, City of Manteca, and unincorporated San Joaquin County that are impacting the Roth/I5 Interchange and associated frontages

b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2022 to June 30, 2023		
Land Use Type	Unit	City of Lathrop N Lathrop Transportation
CLSP Residential	DU	\$ 767.00
CLSP Commercial	1,000 sf	\$ 4,200.27
N Lathrop Area – Residential	DU	\$ 908.30
N Lathrop Area – Commercial	1,000 sf	\$ 60,082.26
Gordon Trucking – Industrial	Acre	\$ 23,968.98
LN Industrial Building	1,000 sf	\$ 1,279.88
KSC Travel Center- Highway Commercial	Acre	\$ 122,023.92
<b>Other Lathrop Projects</b> – Residential	DU	\$ 885.01
Highway Commercial	1,000 sf	\$ 95,875.94

July 1, 2022 to June 30, 2023		
Land Use Type	Unit	City of Manteca N Lathrop Transportation
Center Point- Light Industrial	1,000 sf	\$ 965.70
<b>Other Manteca Projects</b> – Light Industrial	1,000 sf	\$ 1,608.45
Retail	1,000 sf	\$ 27,297.30

July 1, 2022 to June 30, 2023		
Land Use Type	Unit	San Joaquin County N Lathrop Transportation
Intermodal facility – Light Industrial	Acre	\$ 56,715.35
<b>Other SJ County Projects</b> – Residential	Acre	\$ 2,717.50
Retail	Acre	\$ 100,233.94
Light Industrial	Acre	\$ 8,447.81



**2. Fund Information during Reporting Period**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ 11,437
b.	Fees Collected	-
c.	Interest Earned	\$ 149
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 11,587

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 2420 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 2420 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 2420 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The North Lathrop Transportation Fee Fund 2420 does not currently have funds appropriated to the Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



**Park in Lieu – 3410**

**1. Fee Information**

a. Description and History of Fee: This fee is collected under the authority of the Quimby Act, California Government Code Section 66477, to fund the acquisition of parkland needed to support new residential development. The fee is only charged in cases where parkland is not dedicated as part of a subdivision. The locations of the projects to be funded are generally described in the “Comprehensive General Plan and Environmental Impact Report for the City of Lathrop, California, December 1991.”

b. Amount of Fee: The amount of the fee varies from project to project but is always equal to the market value of the land for which the fee is being paid in lieu. Dedication (or payment of fees) is required in an amount necessary to provide five (5) acres of parkland per 1,000 new residents. An average rate of 3.59 people per household, results in park dedication of approximately one (1) acre of land for every 55.71 dwelling units.

**2. Fund Information (During Reporting Period)**

	<b>Source</b>	<b>Amount</b>
a.	Beginning Fund Balance as of July 1, 2022	\$ 1,148,167
b.	Fees Collected	\$ 556,141
c.	Interest Earned	\$ 29,784
d.	Expenditures	-
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 1,734,093

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 3410 expended during the reporting period? No

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 3410 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 3410 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Park in Lieu Fee Fund 3410 currently does not have funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



## Water Capital Facility Fee – 5610

### 1. Fee Information

a. Description and History of Fee: The Water Capital Facility Fee is collected to fund improvements to water facilities in support of new development as well as to upgrade and maintain the City's existing system. A water component, based on the city's planned development, was not added to the Capital Facility Fee Program until the 1994 update as the City's updated General Plan was not yet complete. The 1994 study, added a fee based on land usage and type appropriate for the City's future growth to fund and maintain new and existing water facilities. The Capital Facility Fee Program was updated in 2003 to reflect the direction in which the city was headed (and reevaluated in 2005 to show the impacts of inflation). The 2003 and 2005 studies identified facilities to accommodate for growth west of Interstate 5 as well as growth and improvements in Historic Lathrop.

At the present time, Lathrop obtains water supplies from the underlying groundwater basin using five active wells. Along with the five wells, the City's existing water system includes four above ground storage tanks, four booster pump stations, and over 77 miles of distribution pipelines.

Four separate water system Capital Facility Fees have been set up to address the current underground water supply.

- ✓ An updated water system CFF for East Lathrop based on a system buy-in approach since the water system in that area is largely built out;
- ✓ An incremental cost for West/Central Lathrop to reflect the cost of adding arsenic treatment to groundwater wells and for a portion of the cost of a standby well to provide additional water system reliability for the entire City;
- ✓ An incremental cost CFF for the Mossdale Landings developments associated with the cost of a 1.0 MG storage reservoir;
- ✓ A reimbursement CFF for the Crossroads area.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified approximately \$3.3 million to construct the water system facilities. SLSP's fair share of the cost is 30% and the remainder of the \$3.3 million cost would be funded by other developments that will benefit from this facility. The Water Capital Facility Fee was reevaluated May 3, 2018. The studies included adjusting the previous Capital Facility Fee to reflect the effects of inflation.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In July 2022, the CLSP CFF was updated to include a new water tank and booster pump facility located. The effective date of the updated fees were October 10, 2022.



b. Amount of Fee: The amount of the fee varies by meter size and location. The current fees are as follows:

July 1, 2022 to December 31, 2022						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP-Non SLCC & Gateway	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,413	\$ 1,598	\$ 1,328	\$ 868	\$ 1,028	\$ 1,413
1 FS	\$ 1,413	N/A	\$ 1,328	\$ 868	\$ 1,028	\$ 1,413
¾	\$ 2,120	\$ 2,397	\$ 1,992	\$ 1,302	\$ 1,542	\$ 2,120
1	\$ 3,533	\$ 3,995	\$ 3,320	\$ 2,171	\$ 2,570	\$ 3,533
1 ½	\$ 7,066	\$ 7,989	\$ 6,641	\$ 4,341	\$ 5,138	\$ 7,066
2	\$ 11,305	\$ 12,781	\$ 10,626	\$ 6,946	\$ 8,222	\$ 11,305
3	\$ 21,198	\$ 23,966	\$ 19,922	\$ 13,023	\$ 15,415	\$ 21,198
4	\$ 35,330	\$ 39,943	\$ 33,204	\$ 21,706	\$ 25,692	\$ 35,330
6	\$ 70,660	\$ 79,888	\$ 66,406	\$ 43,412	\$ 51,382	\$ 70,660
8	\$113,055	\$ 127,820	\$ 106,250	\$ 69,461	\$ 82,212	\$113,055
10	\$204,913	\$ 231,674	\$ 192,578	\$ 125,896	\$149,008	\$204,913

January 1, 2023 to June 30, 2023						
Meter Size	East Lathrop	Crossroads	North Harlan	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP-Non SLCC & Gateway	Mossdale Landing (Storage)	SLSP-Non SLCC & Gateway (Buy-In)
5/8	\$ 1,492	\$ 1,687	\$ 1,402	\$ 916	\$ 1,085	\$ 1,492
1 FS	\$ 1,492	N/A	\$ 1,402	\$ 916	\$ 1,085	\$ 1,492
¾	\$ 2,238	\$ 2,530	\$ 2,102	\$ 1,374	\$ 1,628	\$ 2,238
1	\$ 3,730	\$ 4,217	\$ 3,504	\$ 2,292	\$ 2,712	\$ 3,730
1 ½	\$ 7,458	\$ 8,432	\$ 7,010	\$ 4,582	\$ 5,423	\$ 7,458
2	\$ 11,933	\$ 13,491	\$ 11,216	\$ 7,331	\$ 8,679	\$ 11,933
3	\$ 22,376	\$ 25,297	\$ 21,028	\$ 13,747	\$ 16,271	\$ 22,376
4	\$ 37,292	\$ 42,162	\$ 35,048	\$ 22,912	\$ 27,119	\$ 37,292
6	\$ 74,584	\$ 84,325	\$ 70,094	\$ 45,823	\$ 54,235	\$ 74,584
8	\$ 119,334	\$ 134,919	\$ 112,150	\$ 73,318	\$ 86,777	\$ 119,334
10	\$ 216,293	\$ 244,540	\$ 203,273	\$ 132,888	\$ 157,283	\$ 216,293





The amount of the fee rates in the SLSP development area are per 1,000 square feet of building space. The current fees are as follows:

<u>South Lathrop Specific Plan Land Use Type (Storage)</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Office Commercial	1,000 sqft	\$ 1,133	\$1,195
Limited Warehouse	1,000 sqft	\$ 535	\$ 565
Warehouse	1,000 sqft	\$ 152	\$ 161

The amount of the fee rates in the SLSP – Non SLCC development area are per Acre. The current fees are as follows:

<u>South Lathrop Specific Plan Land Use Type (Water-Line)</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Office Commercial	Acre	\$10,956	\$11,564
Limited Warehouse	Acre	\$10,956	\$11,564
Warehouse	Acre	\$10,956	\$11,564

The amount of the fee rates in the Lathrop Gateway Business Park development area. The current fees are as follows:

<u>Lathrop Gateway Business Park</u>	<u>July 1, 2022 to December 31, 2022</u>		
<u>Land Use Type</u>	<u>Water System Storage (Per 1,000 sf.)</u>	<u>Water Line Water Loop (Acre)</u>	<u>Water Line Non-Water Loop (Linear Foot)</u>
Shopping Center	\$ 650	\$6,457	\$175.01
Office Park	\$ 614	\$6,457	\$175.01
Industrial Park	\$ 488	\$6,457	\$175.01
Warehouse	\$ 139	\$6,457	\$175.01

<u>Lathrop Gateway Business Park</u>	<u>January 1, 2023 to June 30, 2023</u>		
<u>Land Use Type</u>	<u>Water System Storage (Per 1,000 sf.)</u>	<u>Water Line Water Loop (Acre)</u>	<u>Water Line Non-Water Loop (Linear Foot)</u>
Shopping Center	\$ 686	\$ 6,816	\$ 184.73
Office Park	\$ 648	\$ 6,816	\$ 184.73
Industrial Park	\$ 515	\$ 6,816	\$ 184.73
Warehouse	\$ 147	\$ 6,816	\$ 184.73



Central Lathrop Specific Plan Land Use Type	Water System Storage Tank #1	
	October 10, 2022 to December 31, 2022	January 1, 2023 to June 30, 2023
Single Family Home	\$ 2,323	\$ 2,452
Multi-Family Homes	\$ 1,432	\$ 1,512
All Development	\$ 7,024	\$ 7,414

**2. Fund Information during Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	\$ 5,555,255
b.	Fees Collected	\$ 1,251,392
c.	Interest Earned	\$ 76,455
d.	Expenditures	(\$ 474,909)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 6,408,193

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 5610 expended during the reporting period? Yes

A total of \$474,909 was expensed from Fund 5610 to reimbursed developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 5610 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 5610 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Water Capital Facility Fee Fund 5610 currently has funds appropriated to the Capital Improvement Program (CIP) Project for Fiscal Year 2023-24. Please refer to the City’s 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.



<b>Project</b>	<b>Amount</b>	<b>% of Improvements</b>
East Lathrop Water main and Lateral Upgrades, PW 24-12	\$1,000,000	83
Total	\$1,000,000	



**Surface Water Capital Facility Fee – 5640**

**1. Fee Information**

a. Description and History of Fee: The Surface Water Supply Capital Facility Fee is collected to fund The City of Lathrop’s proportionate share of costs related to the South County Surface Water Supply Project (SCSWSP) with the South San Joaquin Irrigation District (SSJID).

The South County Surface Water Supply Project is a joint project between the Cities of Lathrop, Manteca, Escalon and Tracy that built a water treatment facility (the Nick C. DeGroot Treatment Facility), a pipeline to transport raw water from the Woodward Reservoir to the treatment facility and additional pipelines to transport the treated water to the participating cities.

Prior to the SCSWSP the city obtained all of its water supplies from the underlying groundwater basin using wells. With new development and recognizing the limitations of the groundwater resources the SCSWSP was needed. The City issued COPs in 2000 to help pay for the planning, engineering, and design costs associated with the project. Additionally, revenue bonds were issued in 2003 with a par value of \$32,530,000 to fund construction costs for the city’s capacity.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study “Nexus Study” adopted on March 12, 2018 identified that the SLSP is also subject to the Surface Water Impact fee. The Surface Water Capital Facility Fee was reevaluated May 3, 2018. The studies included adjusting the previous Capital Facility Fee to reflect the effects of inflation.

b. Amount of Fee: The amount of the fee varies by land use type and location.

<b>July 1, 2022 to December 31, 2022</b>			
<b>Meter Size</b>	<b>East Lathrop, North Harlan, Crossroads &amp; SLSP- SLCC</b>	<b>Central Lathrop</b>	<b>Mossdale Village, SLSP – Non SLCC &amp; Gateway</b>
5/8	\$ 3,162	\$ 5,813	\$ 4,289
1” FS	\$ 3,162	\$ 5,813	\$ 4,289
¾	\$ 4,743	\$ 8,720	\$ 6,434
1	\$ 7,905	\$ 14,533	\$ 10,723
1 ½	\$ 15,810	\$ 29,065	\$ 21,445
2	\$ 25,295	\$ 46,504	\$ 34,312
3	\$ 47,429	\$ 87,195	\$ 64,335
4	\$ 79,048	\$ 145,325	\$ 107,225
6	\$ 158,095	\$ 290,650	\$ 214,450
8	\$ 252,952	\$ 465,040	\$ 343,120
10	\$ 458,476	\$ 842,885	\$ 621,905



January 1, 2023 to June 30, 2023			
Meter Size	East Lathrop, North Harlan, Crossroads, & SLSP - SLCC	Central Lathrop	Mossdale Village, SLSP – Non SLCC & Gateway
5/8	\$ 3,295	\$ 6,080	\$ 4,492
1" FS	\$ 3,295	\$ 6,080	\$ 4,492
¾	\$ 4,943	\$ 9,120	\$ 6,738
1	\$ 8,239	\$ 15,200	\$ 11,230
1 ½	\$ 16,477	\$ 30,400	\$ 22,460
2	\$ 26,363	\$ 48,640	\$ 35,936
3	\$ 49,431	\$ 91,200	\$ 67,380
4	\$ 82,386	\$ 152,000	\$ 112,300
6	\$ 164,771	\$ 304,000	\$ 224,600
8	\$ 263,634	\$ 486,400	\$ 359,360
10	\$ 477,837	\$ 881,600	\$ 651,340

**2. Fund Information during Reporting Period**

	Source	Amount
a.	Beginning Fund Balance as of July 1, 2022	\$ 2,582,725
b.	Fees Collected	\$ 1,966,242
c.	Interest Earned	\$ 62,994
d.	Expenditures	(\$ 1,366,056)
e.	Transfers Out	-
f.	Refunds	-
g.	Ending Fund Balance as of June 30, 2023	\$ 3,245,905

**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 5640 expended during the reporting period? Yes

A total of \$1,366,056 was expensed from Fund 5640 to reimbursed developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 5640 transferred or loaned during the reporting period? No

**2f. Description of refunds made during reporting period.**

Were funds from Fund 5640 refunded during this reporting period? No



**3. Planned Projects for Fiscal Year 2023-2024: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Surface Water Supply Fund Fee 5640 does not currently have funds appropriated to any Capital Improvement Program (CIP) Projects. The fund pays for the costs related to the South County Surface Water Supply Program Project.



## Sewer Capital Facility Fee – 6030

### **1. Fee Information**

a. Description and History of Fee: The Sewer Capital Facilities Fees, adopted in 1993, are collected in order to fund new sewer facilities to accommodate new development as well as to provide improvements to the city's existing facilities. The Crossroads fee is an exception in that it is collected to reimburse the developer for infrastructure that was built with the original project. Lathrop's existing facilities consist of: 14.7% capacity of the Manteca Water Quality Control Facility to service the Historic Lathrop area, and the Consolidated Treatment Facility (CTF) to service development west of Interstate 5 and for businesses located within the Crossroads development area. The CTF represents a consolidation of the two previous Lathrop treatment facilities, the Membrane Biological Reactor (MBR) Treatment Facility and the Water Recycling Plant (WRP1). An update to the Sewer Capital Facilities Fee was implemented in 2003 and again in 2005 to show the effects of inflation.

The city plans to expand the capacity of the existing CTF plant to accommodate for future growth in the Mossdale Landing and River Islands areas and for Richland Communities development.

On August 3, 2015 City Council approved entitlements for the South Lathrop Specific Plan (SLSP) area. The entitlements required an update to the CFF program to establish fees to fund the improvements for the SLSP area. The SLSP CFF Study "Nexus Study" adopted on March 12, 2018 identified that the SLSP is also subject to the Sewer Capital Facility Fee. The fee was reevaluated in January 23, 2019 CFF update and was updated to reflect the effects of inflation. In addition, the CLSP Sewer/Recycled Water Facilities CFF was added to the CFF program.

In October 2019 the SLSP and the Lathrop Gateway Business Park Specific Plan (LGBPSP) CFF study provided an update to the CFF program for the SLSP area and established a fee program for the LGBPSP area. The LGBPSP CFF Study identified approximately \$12.8 million storm drainage facilities improvements. In May 2020, the CFF program was updated based on actual facility construction cost for SLSP and LGBPSP.

In February 2020, the Sewer Reimbursement CFF Study established a fee program for the construction of oversized sewer facilities including future construction of sewer facilities within the City.



b. Amount of Fee: The amount of the fee varies by land use type and location.

July 1, 2022 to December 31, 2022				
Meter Size	East Lathrop & North Harlan	Crossroads	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mossdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 6,357		\$ 52	\$ 1,243
1" FS	\$ 6,357		\$ 52	\$ 1,243
3/4	\$ 9,535		\$ 79	\$ 1,863
1	\$ 15,892		\$ 131	\$ 3,106
1 ½	\$ 31,785		\$ 261	\$ 6,211
2	\$ 50,856		\$ 417	\$ 9,937
3	\$ 95,354		\$ 784	\$ 18,634
4	\$ 158,924		\$ 1,307	\$ 31,055
6	\$ 317,847		\$ 2,612	\$ 62,110
8	\$ 508,556		\$ 4,179	\$ 99,375
10	\$ 921,758		\$ 7,575	\$180,119
ISU	\$ 9,719			
GPD		\$47.00		

January 1, 2023 to June 30, 2023				
Meter Size	East Lathrop & North Harlan	Crossroads	Mossdale Village/Landing, Central Lathrop, Stewart Tract, SLSP & Gateway (Recycled Water Outfall)	Mossdale Village/Landing, SLSP-Non SLCC & Gateway (Sewer Collect/ Recycle Water Dist. System)
5/8	\$ 6,710		\$ 55	\$ 1,312
1" FS	\$ 6,710		\$ 55	\$ 1,312
3/4	\$ 10,065		\$ 83	\$ 1,967
1	\$ 16,775		\$ 138	\$ 3,279
1 ½	\$ 33,550		\$ 275	\$ 6,556
2	\$ 53,680		\$ 440	\$ 10,489
3	\$ 100,650		\$ 827	\$ 19,668
4	\$ 167,750		\$ 1,379	\$ 32,780
6	\$ 335,499		\$ 2,757	\$ 65,559
8	\$ 536,799		\$ 4,411	\$ 104,894
10	\$ 972,948		\$ 7,995	\$ 190,122
ISU	\$ 10,258			
GPD		\$49.61		





<u>Central Lathrop Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Single Family - Residential	DU	\$ 2,969	\$ 3,134
Multi-Family - Residential	DU	\$ 2,524	\$ 2,664
Commercial	1,000 sf.	\$ 671	\$ 708
Industrial	1,000 sf.	\$ 671	\$ 708

<u>South Lathrop Specific Plan – SLSP Non SLCC Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Office Commercial	Acre	\$22,366	\$ 23,608
Limited Industrial	Acre	\$22,366	\$ 23,608
Warehouse	Acre	\$22,366	\$ 23,608

<u>Lathrop Gateway Business Park Land Use Type</u>	<u>Unit</u>	<u>July 1, 2022 to Dec. 31, 2022</u>	<u>Jan. 1, 2023 to June 30, 2023</u>
Shopping Center	1,000 sf.	\$ 801	\$ 846
Office Park	1,000 sf.	\$ 703	\$ 742
Industrial Park	1,000 sf.	\$ 337	\$ 355
Warehouse	1,000 sf.	\$ 337	\$ 355

**3. Fund Information during Reporting Period**

	<u>Source</u>	<u>Amount</u>
a.	Beginning Fund Balance as of July 1, 2022	\$ 9,772,164
b.	Fees Collected	\$ 3,507,106
c.	Interest Earned	\$ 142,341
d.	Expenditures	\$ 40,980
e.	Transfers Out	(\$ 1,815,028)
f.	Refunds	-
g.	Prior Year Adjustments	-
h.	Ending Fund Balance as of June 30, 2023	\$ 11,647,563



**2d. Expenditure Summary: Identification of each improvement on which reportable fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that was funded with reportable fees:**

Were funds from Fund 6030 expended during the reporting period? Yes

A total of \$40,980 was expended from Fund 6030 to reimburse developers for constructing public improvements.

**2e. Description of Transfers and Loans made from fund.**

Were funds from Fund 6030 transferred or loaned during the reporting period? Yes

A total of \$1,815,028 was transferred from Fund 6030 to cover the following projects;

- \$1,665,028 for the Consolidated Treatment Facility Phase 3 Project WW 22-38
- \$150,000 for the Consolidated Treatment Facility Phase II Project, WW 14-14

**2f. Description of refunds made during reporting period.**

Were funds from Fund 6030 refunded during this reporting period? No

**3. Planned Projects for Fiscal Year 2023-24: Identification of each improvement on which reportable fees will be expended and the amount of the expenditures on each improvement, including the total percentage of the cost of each project of the district that will be funded with reportable fees:**

The Sewer Capital Facility Fee Fund 6030 currently has no funds appropriated to any Capital Improvement Program (CIP) Projects for Fiscal Year 2023-24. Please refer to the City's 2023-2028 Capital Improvement Program adopted by City Council June 12, 2023, Resolution 23-5321.

**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **ACCEPTANCE OF THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2023**

**RECOMMENDATION:** **Adopt a Resolution Accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2023**

---

**SUMMARY:**

The City's auditor, Badawi and Associates, CPA, has completed the review of the annual financial statements for the fiscal year ending June 30, 2023. The audited financial statements are incorporated into an Annual Comprehensive Financial Report (ACFR). The auditors have issued an unmodified ("clean") audit opinion. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States. These standards require that they plan and perform the audits to obtain reasonable assurance as to whether the financial statements are free of material misstatement.

**BACKGROUND:**

Best financial practices as well as various financing covenants and regulations associated with restricted funding sources require the City to publish a complete set of financial statements each year presented in conformance with Generally Accepted Accounting Principles (GAAP). The Government Code of the State of California requires general law cities, such as the City of Lathrop, to have its financial statements audited by an independent certified public accountant. Accordingly, this year's audit was completed by the accounting firm of Badawi and Associates, CPA. The firm was contracted to render an opinion of the City's financial statements in accordance with auditing standards generally accepted in the United States of America. To ensure complete independence, Badawi and Associates, CPA presents the results of their assessment of the adequacy of internal accounting controls and the quality of financial reporting directly to the City Council.

The Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023 has been prepared by the City and audited by the certified public accounting firm of Badawi and Associates, CPA. The ACFR and audit of the City's financial statements were completed on February 27, 2024, and posted on the City's website at that time. Badawi and Associates, CPA has issued an unmodified ("clean") opinion of the ACFR which states that the financial statements are presented fairly, in all material respects.

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL**  
**REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2023**

**PAGE 2**

Following completion of the ACFR, it was submitted to the Governmental Finance Officers Association (GFOA) for the Certificate for Excellence in Financial Reporting program. The GFOA is a nationally recognized nonprofit professional association serving more than 20,000 finance professionals in the United States and Canada, and the Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting. The City of Lathrop has been awarded the prestigious Certificate for Excellence in Financial Reporting for 26 consecutive years. A Certificate of Achievement is valid for a period of one year only.

The City's financial statements provide information about the finances of the City in its entirety, as well as information about individual funds. The ACFR is organized into the three sections summarized below.

- The Introductory section includes this transmittal letter and general information on the City's government structure and services provided. It includes a list of principal officials, an organizational chart, and the Government Finance Officers Associations (GFOA) Certificate of Achievement for Excellence in Financial Reporting.
- The Financial section contains the independent auditor's report on the financial statement audit, the MD&A, basic financial statements, required supplementary information, and combined and individual fund presentations and supplementary information.
- The Statistical section includes selected financial and demographic information generally presented on a multi-year basis. This information includes financial trends, revenue capacity, debt capacity, demographics and economic and operating information.

**REASON FOR RECOMMENDATION:**

The auditors have issued an unmodified ("clean") audit opinion. An unmodified opinion indicates that the financial data of the City is fairly presented in accordance with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in Government Audit Standards, issued by the Comptroller General of the United States.

**FISCAL IMPACT:**

There is no fiscal impact associated with this action. Unmodified audit reports are an indication that City funds are being spent appropriately and as intended by the City Council, grantor agencies, and federal and State laws. They also help maintain the City's favorable ratings for current and future debt issuances.

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL**  
**REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2023**

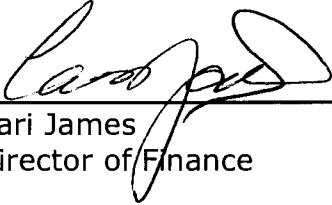
**PAGE 3**

**ATTACHMENTS:**

- A. Resolution Accepting the City of Lathrop Annual Comprehensive Financial Report (ACFR) for Fiscal Year Ending June 30, 2023.
- B. City of Lathrop Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ending June 30, 2023.

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**ACCEPT THE CITY OF LATHROP ANNUAL COMPREHENSIVE FINANCIAL**  
**REPORT (ACFR) FOR THE FISCAL YEAR ENDING JUNE 30, 2023**

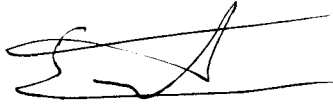
**APPROVALS:**

  
\_\_\_\_\_  
Cari James  
Director of Finance


3/4/2024  
Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

3/4/2024  
Date

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

3-5-2024  
Date

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

3-6-24  
Date

**RESOLUTION NO. 24 - \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP  
ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

**WHEREAS**, the financial statements of the City of Lathrop for the fiscal year ended June 30, 2023, have been prepared by the City's Finance Department; and

**WHEREAS**, the annual financial statements were examined by the independent public accounting firm of Badawi and Associates, CPA; and

**WHEREAS**, the City prepared the Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023 and the auditor's opinion is included therein; and

**WHEREAS**, it is the opinion of the auditors that the financial statements present fairly the financial position of the City as of June 30, 2023, and that the statements were prepared in accordance with accounting principles generally accepted in the United States of America; and

**WHEREAS**, the auditors have issued an unmodified ("clean") audit opinion; and

**WHEREAS**, the ACFR and audit of the City's financial statements were completed on February 27, 2024, and posted on the City's website at that time; and

**WHEREAS**, following completion of the ACFR, it was submitted to the Governmental Finance Officers Association (GFOA) for the Certificate for Excellence in Financial Reporting program. The City of Lathrop has been awarded the prestigious Certificate for Excellence in Financial Reporting for 26 consecutive years. A Certificate of Achievement is valid for a period of one year only.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council does hereby accept the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2023.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

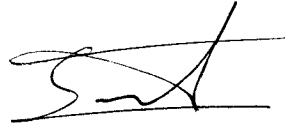
ABSENT:

ABSTAIN:

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

ATTEST:

APPROVED AS TO FORM:



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

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



# City of Lathrop

390 Towne Centre Drive  
Lathrop, CA 95330  
<https://www.ci.lathrop.ca.us/>



**ANNUAL COMPREHENSIVE  
FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

**CITY OF LATHROP, CALIFORNIA**  
**ANNUAL COMPREHENSIVE FINANCIAL REPORT**  
**FOR THE FISCAL YEAR ENDED JUNE 30, 2023**

**Prepared by:**

**Finance Department**

**Cari James, Director of Finance**

**City of Lathrop**  
**For the Year Ended June 30, 2023**

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**For the Year Ended June 30, 2023**

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**City of Lathrop**  
**For the Year Ended June 30, 2023**

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**City of Lathrop**  
**For the Year Ended June 30, 2023**

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**For the Year Ended June 30, 2023**

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## City of Lathrop

*Department of Finance*  
390 Towne Centre Drive  
Lathrop, California 95330  
209-941-7320  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

February 27, 2024

***To the Honorable Mayor, Members of the City Council and Citizens of Lathrop  
Lathrop, California 95330***

The Annual Comprehensive Financial Report of the City of Lathrop for the fiscal year (FY) ended June 30, 2023 is hereby submitted. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the City of Lathrop. To the best of our knowledge and belief, the enclosed data is accurate in all material respects and is reported in a manner that presents fairly the financial position and results of operations of the various funds of the City of Lathrop. All disclosures necessary to enable the reader to gain an understanding of the City's financial activities have been included.

This Annual Comprehensive Financial Report includes a summary of funds for the City of Lathrop and reports all activities considered to be a part of, controlled by, and dependent on the City. The accounts of the City are organized on the basis of fund accounting with each fund considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, deferred outflows/ inflows of resources, fund equity, revenues and expenditures, or expenses as appropriate. Government resources are allocated to, and accounted for, in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

The Annual Comprehensive Financial Report is prepared in accordance with Generally Accepted Accounting Principles (GAAP) as set forth in pronouncements by the National Council of Governmental Accounting (NCGA) and the Governmental Accounting Standards Board (GASB) and includes the report of the City's independent certified public accountants, Badawi and Associates. Based on the audit, the independent auditors concluded that there was reasonable basis for rendering an unmodified opinion which states that the City's financial statements for the fiscal year ended June 30, 2023, are fairly presented in conformity with GAAP. The independent auditors report is presented as the first component of the financial section of this report.

Management's discussion and analysis (MD&A) is required supplementary information and provides information and analysis that users need to interpret the basic financial statements. This transmittal letter is designed to complement the MD&A, and, therefore, should be read with it. The City's MD&A can be found immediately following the independent auditor's report.

### **INTERNAL CONTROLS**

To provide a reasonable basis for making these representations, City management has established a comprehensive internal control framework that is designed to ensure that the assets of the government are protected from loss, theft, or misuse and to ensure that adequate accounting data are compiled to allow for the preparation of financial statements in conformity with GAAP in the United States of America.

The internal control structure is designed to provide reasonable, but not absolute, assurance these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived from the control, and (2) the valuation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above stated framework. We believe our internal accounting controls adequately safeguard assets and provide reasonable assurance that financial transactions are properly recorded.

### **INDEPENDENT AUDIT REPORT**

The City Council is responsible for: 1) assuring the City administration fulfills its responsibilities in the preparation of the financial statements and 2) engaging certified public accountants to ensure sound audit and the accounting principles are applied in financial reporting.

The Government Code of the State of California requires general law cities, such as the City of Lathrop, to have its financial statements audited by an independent certified public accountant. Accordingly, this year's audit was completed by the accounting firm of Badawi and Associates. The firm was engaged by the City Administration to render an opinion of the City's financial statements in accordance with auditing standards generally accepted in the United States of America. To ensure complete independence, Badawi and Associates presents the results of their assessment of the adequacy of internal accounting controls and the quality of financial reporting directly to the City Council. The auditor's report on the basic financial statements is the first item in the accompanying Financial Section.

In addition to meeting the requirements set forth in state statutes, the audit was also designed to meet the requirements of the Federal Single Audit Act, Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance). The standards governing Single Audit engagements require the independent auditor to report not only on the fair presentation of the financial statements, but also on the audited government's internal controls and compliance with legal requirements.

### **REPORT ORGANIZATION:**

The report is organized in three sections: introductory, financial, and statistical.

1. The Introductory section includes this transmittal letter and general information on the City's government structure and services provided. It includes a list of principal officials, an organizational chart, and the Government Finance Officers Associations (GFOA) Certificate of Achievement for Excellence in Financial Reporting.
2. The Financial section contains the independent auditor's report on the financial statement audit, the MD&A, basic financial statements, required supplementary information, and combined and individual fund presentations and supplementary information.
3. The Statistical section includes selected financial and demographic information generally presented on a multi-year basis. This information includes financial trends, revenue capacity, debt capacity, demographics and economic and operating information.

### **PROFILE OF LATHROP**

The City of Lathrop encompasses approximately 22 square miles. The City of Lathrop is located in San Joaquin County at the center of the Northern California metro market, close to the San Francisco Bay Area and Greater Sacramento regions, at the interchange of three major freeways: Interstate 5 (I-5), Interstate 205 (I-205), and the Highway 120 Freeway. As of January 1, 2023, the City had an estimated population of 35,080.

The City of Lathrop is a general-law city incorporated under California law July 1, 1989. The City operates under the City Council / Manager form of government. Beginning with the municipal election in November 1996, the position of the Mayor is elected for a two-year term. Four Council Members are elected at-large and serve alternating four-year terms. Every two years in December, the Mayor and Council Members select a Council Member to serve as Vice-Mayor. The City Manager also serves as City Treasurer and the City Clerk is appointed by the City Manager. All municipal elections are non-partisan.

The City of Lathrop provides a wide range of municipal services, including police public safety, water and sewer utilities, street maintenance, community services, parks and recreation, planning, building, code enforcement, and other general government services.

Fire services such as fire suppression and prevention are provided for the City by Lathrop-Manteca Fire Protection District and are funded separately by the Fire District. The Fire District provides specialized equipment and trained personnel 24 hours a day for emergency assistance to all residents. The Fire District and the City work together for the mutual benefit of both agencies and the citizens they serve.

### **ECONOMIC CONDITION AND FINANCIAL OUTLOOK**

Historically, Lathrop has been an agricultural-based community, however, the continuing dynamic outward growth of the San Francisco Bay Area has pushed industrial, warehousing, and logistics growth into the Northern San Joaquin Valley. This has benefited Lathrop due to its strategic location at the intersection of three major freeways. The City continues to experience a period of growth with consistently strong demand in residential construction to accommodate continuing job growth in the Northern San Joaquin Valley and in the neighboring Tri Valley Area of the East Bay. Permit issuance remained strong in FY 2022/23 with building permits continuing to be issued at a rate consistent with an agency that is one of the fastest growing in the State. Revenues, such as property tax, development related fees, community facility district revenues and sales tax are all positively impacted from increased development activity either directly from fees received or indirectly due to increased population.

The City has recently begun to enjoy a strong economic base from years of smart growth and planning initiatives resulting in stable property tax revenue, modest transient occupancy taxes and diverse sales tax revenues. The City's sales tax revenues remain stable and, over the past several years, have continued to experience annual increases. The City's sales tax revenues are expected to show modest annual increases as population and consumer activity continue to rise and businesses continue to view Lathrop as an attractive location.

Like all government agencies throughout California, the City is faced with increased ongoing annual operating costs and rising retirement related liabilities. For Lathrop, some of these challenges include increased funding needs for pavement maintenance, facility and park maintenance, new programs and departments, additional personnel, retiree health care costs, and rising pension costs due to new funding policies adopted by the California Public Employees Retirement System (CalPERS). While the City has been successful over the years in balancing these issues with its strategic use of contract staffing and services, the City will continue to experience rising costs. Additionally, with the anticipation of significant impacts to revenues in the coming year, coupled with ongoing growth in expenditures over the next five years, the City will be challenged.

Sales tax growth in Lathrop was moored to commercial development throughout 2023 and is expected to stabilize throughout 2024. Sales tax is the General Fund's largest source of revenue and has largely recovered to pre-pandemic levels, however, the state of the economy from high inflation, supply chain challenges and ongoing world events remains concerning as we head into FY 2024. The City is currently navigating an unprecedented inflation situation that has not been encountered in recent history. The ability to budget conservatively has paid dividends with the uncertainty that has come with recent economic events. This creates challenges but we remain vigilantly optimistic about Lathrop's long-term outlook. The City's future looks bright; with the creation of the City's own Police Department opening in July of 2022.

City Council and Staff are dedicated to the Community and our commitment to prudently manage the City's finances. This commitment has contributed to our ability to endure these challenging times. The financial impacts of the pandemic have largely subsided compared to the prior fiscal year.

### **BALANCED BUDGET**

The City's Budget and Fiscal Policy requires the City to maintain a balanced General Fund budget over the annual period of the financial plan. This means that each fiscal year, current revenues must meet or exceed operating expenditures, including debt service. Use of fund balance commitments to offset non-operating expenditures may allow for current expenditures to exceed current revenues in the fiscal year. City staff presents General Fund budgets for City Council consideration that maintain an unassigned fund balance between 10-50% of the annual operating appropriations and transfers. Lathrop maintains adequate fund balances for emergencies in a majority of its governmental operations funds and proprietary funds.

The adopted budget serves as the foundation for the City of Lathrop's financial planning and control system. All departments of the City submit requests for appropriations to the City Manager. The City Manager uses these requests as a starting point for developing a proposed budget. The Council holds public hearings on the proposed budget and then ultimately adopts a formal budget. The budget is adopted by fund, department, program, and line-item.

The Council periodically reviews the City's actual financial activity in relation to the original budget, and as necessary, adjustments are made to ensure that expenditures are not outpacing anticipated revenues. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amount) is at the fund and department level with more stringent control over capital assets and fund balance categories, which are maintained at the line item level. The City Council must approve amendments or transfers of appropriations between funds or departments as well as items related to capital assets or fund balances. The City Council has delegated authority to the City Manager to approve transfers of appropriations between programs and divisions within a City department and between appropriation units (e.g., salaries and benefits, services and supplies, and capital outlay) within programs, excluding special designation or project appropriations.

### **LONG-TERM FINANCIAL PLANNING**

The City incorporates long-term financial planning into its budget process in several ways. During the biennial budget process the City Council receives an updated General Fund Ten-Year Forecast and CIP Five-Year Forecast that includes all special revenue funds associated with each project. The long-term financial model used for the General Fund and CIP looks forward ten years, because of the volatile nature of tax revenues in a commercial growth-based economy, and various one-time special revenue funds associated with development activity making it difficult to predict revenues with any certainty beyond the immediate term. The forecast is used as a tool and maintained by Finance staff.

These projections allow management to see what the future could look like given a set of assumptions and is evaluated in the context of whether decisions are sustainable over the long term. The ten-year financial forecast is a tool for strategic decision making and presents further context for balancing short-term and long-term goals and provides an "order of magnitude" feel for the General Fund's ability to continue services and preserve fiscal sustainability. Management encourages its departments to project their resource needs for a period longer than the traditional biennial budget period. In addition, the City faces increasing expenses in several areas of operations, including the creation of the Police Department. The City has elected to proactively address its unfunded OPEB obligation by establishing an irrevocable trust and significantly increasing its contributions. At the same time, rising pension contribution requirements, while helping to reduce the unfunded pension liability, result in a decrease of financial resources available for other uses. The City will need to continue to explore options to increase its revenue base, while keeping expenses manageable.

As the economy readjusts post-pandemic, inflation continues to be a key issue in 2023. Despite higher prices and concerns over a potential recession, consumer demand has remained consistent. Property tax revenue has not been affected yet as the assessed values do not show the impact of economic volatility in a short period. Moreover, affordability and a short supply of homes available for sale has kept the local real estate market steady. Vulnerable to an economic downturn are sales tax, TOT and development-related revenues. Economic development continues to thrive as new businesses are motivated to locate in Lathrop due to its location, amenities, economic vibrancy, and high quality of life for residents.

Lastly, on November 6, 2012, the Citizens of Lathrop approved Measure C by 77%. Measure C is a general purpose 1% additional sales tax Measure to be used for the purpose of maintaining and enhancing essential City services, such as police and fire protection and youth and senior services within the City. During FY 2020/21, Measure C supported personnel and operating expenditures to manage the Lathrop Generations Center, a multipurpose facility aimed to promote healthy recreational opportunities for our youth. Furthermore, Measure C partially funded the startup of Lathrop's own Police Department, as well as additional Lathrop Police personnel to strengthen prevention and intervention services around the community.

CERTIFICATE OF ACHIEVEMENT

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the Certificate of Achievement for Excellence in Financial Reporting to City of Lathrop for its annual comprehensive financial report (ACFR) for the fiscal year ended June 30, 2022. The ACFR has been judged by an impartial panel to meet the uppermost standards of the program, which includes demonstrating a constructive "spirit of full disclosure" to clearly communicate its financial story and motivate potential users and user groups to read the ACFR. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management. This was the 26<sup>th</sup> consecutive year that the City of Lathrop has received this prestigious award.

A Certificate of Achievement is valid for a period of one year only. We believe that our current Annual Comprehensive Financial Report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for another certificate.

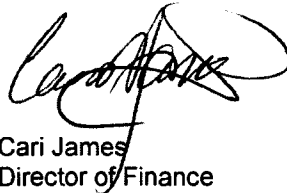
ACKNOWLEDGEMENTS

The preparation of the Annual Comprehensive Financial Report was made possible by the special efforts of the entire staff of the Finance Department, working in conjunction with the City's independent auditors and departmental staff. We would like to express our appreciation to the Mayor and City Councilmembers for their continued efforts in stewarding the financial operations of the City in a responsible and enterprising manner.

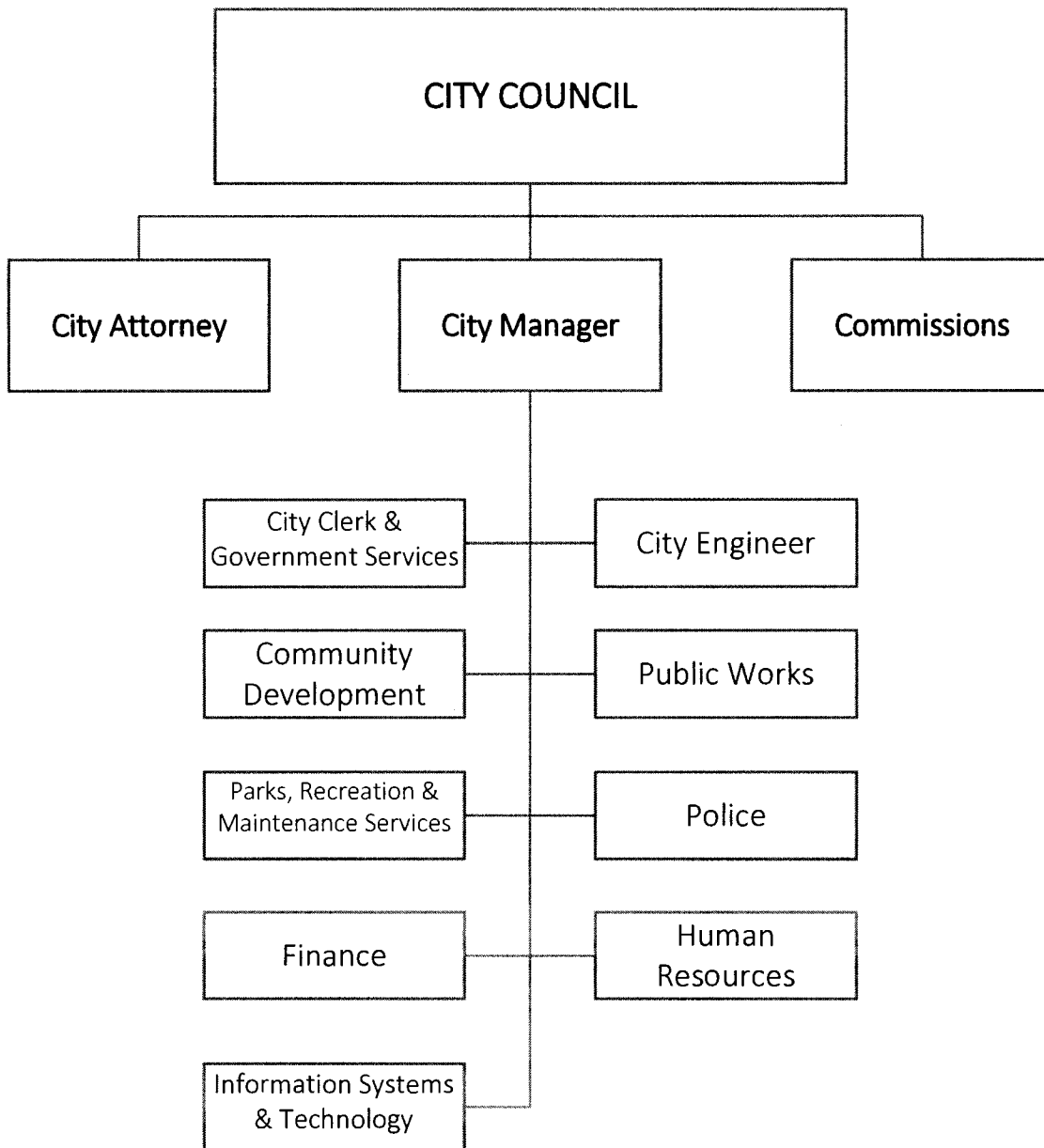
Respectfully submitted,



Stephen J. Salvatore  
City Manager



Cari James  
Director of Finance





## INDEPENDENT AUDITOR'S REPORT

To the Honorable Mayor and Members of the City Council  
of the City of Lathrop  
Lathrop, California

### **Report on the Audit of the Financial Statements**

#### *Opinions*

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Lathrop (City), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise City's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2023, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for the Financial Statements*

The City's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

*Auditor's Responsibilities for the Audit of the Financial Statements*

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

*Required Supplementary Information*

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, budgetary comparison schedules for the General Fund and major special revenue funds, and the required pension and OPEB schedules on pages 5-19 and 90-102 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the



To the Honorable Mayor and Members of the City Council  
of the City of Lathrop  
Lathrop, California  
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United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### *Supplementary Information*

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining General Fund statements and budgetary comparison schedules, combining and individual nonmajor fund statements, and the budgetary comparison schedules for the major capital projects funds and nonmajor governmental funds are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The General Fund statements and budgetary comparison schedules, combining and individual nonmajor fund statements, and the budgetary comparison schedules for the major capital projects funds and nonmajor governmental funds are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the General Fund statements and budgetary comparison schedules, combining and individual nonmajor fund statements, and the budgetary comparison schedules for the major capital projects funds and nonmajor governmental funds are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### *Other Information*

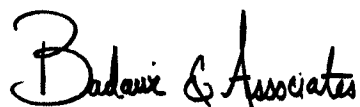
Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the information included in the annual comprehensive financial report but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### *Other Reporting Required by Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2024 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The

To the Honorable Mayor and Members of the City Council  
of the City of Lathrop  
Lathrop, California  
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purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the City's internal control over financial reporting and compliance.

A handwritten signature in black ink that reads "Badawi & Associates". The signature is written in a cursive, flowing style.

Badawi & Associates, CPAs  
Berkeley, California  
February 27, 2024



## City of Lathrop

Department of Finance  
390 Towne Centre Drive  
Lathrop, California 95330  
209-941-7320  
[www.ci.lathrop.ca.us](http://www.ci.lathrop.ca.us)

February 27, 2024

### ***MANAGEMENT'S DISCUSSION AND ANALYSIS***

The Management's Discussion and Analysis ("MD&A") provides an overview of the City of Lathrop's ("City") activities and financial performance for the year ended June 30, 2023. Readers are encouraged to read the MD&A in conjunction with the basic financial statements that immediately follow, along with the letter of transmittal at the beginning of the Introductory Section and other portions of the Annual Comprehensive Financial Report ("ACFR").

### ***FINANCIAL HIGHLIGHTS***

- The government-wide statement of net position for the City's governmental and business-type activities indicates that as of June 30, 2023, total assets and deferred outflows of resources exceed total liabilities and deferred inflows of resources by \$785.4 million. Of this amount, governmental activities accounts for \$505.3 million and business-type activities accounts for \$280.1 million. In addition, the City's restricted net position totals \$126.4 million (\$125.0 million for governmental activities and \$1.4 million for business-type activities) based on restrictions imposed by the enabling legislations or debt covenants. Lastly, net position of \$526.8 million is the City's net investment in capital assets, which includes \$320.5 million from governmental activities and \$206.3 million from business type activities.
- The net position increased by \$122.5 million or 18.5 percent during FY 2023 to \$785.4 million from \$662.9 million. Governmental activities accounted for \$86.5 million increase and business-type activities accounted for \$36.0 million increase. Both increase were due to the acceptance of completed development infrastructure.
- Governmental funds reported a combined ending fund balance of \$188.5 million at June 30, 2023, which is \$16.2 million or 9.4 percent higher than the June 30, 2022 balance. The change is attributable to an increase in the General Fund of \$6.4 million, the Building Safety and Inspection Fund of \$3.0 million, the Streets and Roads Fund of 0.3 million, the General CIP Projects Fund of \$9.5 million, the Nonmajor Governmental Funds of \$7.5 million and offset by decreases in the Capital Facility Fees Fund of \$10.5 million.
- Unassigned fund balance of governmental funds is \$5.7 million, which is 3.0 percent of the combined governmental fund balances as of June 30, 2023.
- Total long-term liabilities increased by \$3.5 million to \$28.5 million, which represents an increase of 14.0 percent compared to \$25.0 million at June 30, 2022. The primary factors leading to the increase in long-term liabilities for governmental activities of \$5.9 million was due to the increases in net pension liability of \$4.3 million, net Other Post-Employment Benefits ("OPEB") liability of \$1.0 million, and long-term net obligations of \$0.6 million. The primary factor leading to the decrease in long-term liabilities for business-type activities of \$2.4 million was a result of an increase of net pension liability of \$0.7 million, and net OPEB liability by \$0.2 million, offset by a decrease in long-term obligation of \$3.3 million.

## **OVERVIEW OF THE FINANCIAL STATEMENTS**

This discussion and analysis introduce the City's basic financial statements, which are comprised of four components:

- Government-wide Financial Statements
- Fund Financial Statements
- Notes to Basic Financial Statements

In addition, this report contains required and other supplementary information.

## **GOVERNMENT-WIDE FINANCIAL STATEMENTS**

Government-wide Financial Statements provide readers with a broad overview of the City's finances that include two different views of the City's financial position. The government-wide financial statements provide both long-term and short-term information about the City's overall financial status.

The **statement of net position** presents information on all assets, deferred outflows of resources, liabilities, and deferred inflows of resources. The difference between total assets and deferred outflows of resources and total liabilities and deferred inflows of resources is the City's net position. Over time increases or decreases in net position may serve as a useful indicator of whether the City's financial position is improving or deteriorating.

The **statement of activities** presents information showing how the net positions changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods. Examples include revenues pertaining to uncollected taxes and expenses pertaining to earned but unused vacation and other leaves.

Both government-wide financial statements address functions principally supported by taxes and intergovernmental revenues ("governmental activities") and other functions that intend to recover all or in part a portion of their costs through user fees and charges ("business-type activities"). The governmental activities of the City include general government, public safety, capital facilities, building safety and inspection, general capital projects and street capital projects. The City's business-type activities include water system and wastewater system.

## **FUND FINANCIAL STATEMENTS**

Fund financial statements report information about groupings of related accounts used to maintain control over resources segregated for specific activities or objectives. As do other state and local governments, the City uses fund accounting to ensure and demonstrate finance-related legal compliance. Each City fund falls into one of three categories: governmental funds, proprietary funds, or fiduciary funds.

**Governmental funds** account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental funds financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City's capacity to finance its programs in the near future.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, some readers may better understand the long-term impact of the government's near-term financing decisions. Both the Governmental funds balance sheet and statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate comparison between governmental funds and governmental activities.

The governmental funds balance sheet and statement of revenues, expenditures and changes in fund balances present information separately for the General Fund, Capital Facilities Fee Fund, Building Safety and Inspection Fund, Streets and Roads Fund, and General CIP Projects Fund which are all classified as major funds. These statements also report several individual governmental funds classified as nonmajor funds such as special revenue funds and capital project funds, which are aggregated into a single presentation. Individual fund data for each of the nonmajor governmental funds is provided in the form of combining statements elsewhere in this ACFR.

**Proprietary funds** generally account for services charged to external or internal customers through fees. Proprietary funds provide the same type of information as shown in the government-wide financial statements for business-type activities, only in more detail. The City accounts for its water system and wastewater system in proprietary funds.

**Fiduciary funds** account for resources held for the benefit of parties outside of the governments in a similar manner as that of proprietary funds. The government-wide financial statements do not include fiduciary funds as their resources are not available to support City programs.

The financial statements also include notes that explain the information in the financial statements and provide more detailed data. In addition to the required elements, combining statements are presented that provide details about the City's non-major governmental funds and agency funds, each of which are presented in consolidated columns in the basic financial statements.

**Notes to Basic Financial Statements** provide additional information that is essential to a full understanding of the data provided in the government-wide fund financial statements.

**Required Supplementary Information** includes the budgetary schedules for the General Fund, Capital Facility Fees Fund, and Building Safety and Inspection Fund. In addition, pension and other postemployment healthcare schedules present the City's progress toward funding its obligations to provide future pension and other postemployment healthcare benefits for its active and retired employees.

**Combining and individual fund statements and schedules** provide information for nonmajor governmental funds, internal service funds, and fiduciary funds and are presented immediately following the required supplementary information.

## GOVERNMENT-WIDE FINANCIAL ANALYSIS

### Analysis of Net Position

As noted earlier, net position may serve as a useful indicator of a government's financial position. As of June 30, 2023 the City's total assets and deferred out flows of resources exceed total liabilities and deferred inflows of resources by \$785.4 million. The following table is a condensed summary of the City's net position for governmental and business type activities:

**City of Lathrop Summary of Net Position**  
**For the Fiscal Years Ended June 30, 2022 and 2023**  
*(in Thousands)*

	Governmental		Business-Type		Total Primary		Total Percent Change
	Activities		Activities		Government		
	2022	2023	2022	2023	2022	2023	
<b>Assets:</b>							
Capital assets	\$ 253,479	\$ 324,000	\$ 190,802	\$ 221,456	\$ 444,281	\$ 545,456	22.77%
Other assets	198,957	212,777	76,957	79,363	275,914	292,140	5.88%
<b>Total Assets</b>	<b>452,436</b>	<b>536,777</b>	<b>267,759</b>	<b>300,819</b>	<b>720,195</b>	<b>837,596</b>	<b>16.30%</b>
<b>Deferred Outflows</b>							
Pension	2,329	4,371	316	636	2,645	5,007	89.30%
OPEB	569	1,011	90	160	659	1,171	77.69%
<b>Total Deferred Outflows</b>	<b>2,898</b>	<b>5,382</b>	<b>406</b>	<b>796</b>	<b>3,304</b>	<b>6,178</b>	<b>86.99%</b>
<b>Liabilities:</b>							
Current liabilities	22,361	22,587	3,987	6,581	26,348	29,168	10.70%
Long-term liabilities	4,970	5,487	16,824	13,634	21,794	19,121	-12.26%
Net Pension liability	2,653	6,972	314	994	2,967	7,966	168.49%
Net OPEB liability	214	1,243	34	196	248	1,439	480.24%
<b>Total Liabilities</b>	<b>30,198</b>	<b>36,289</b>	<b>21,159</b>	<b>21,405</b>	<b>51,357</b>	<b>57,694</b>	<b>12.34%</b>
<b>Deferred Inflows</b>							
Pensions	2,489	335	287	53	2,776	388	-86.02%
OPEB	828	233	131	37	959	270	-71.85%
<b>Total Deferred Inflows</b>	<b>3,317</b>	<b>568</b>	<b>418</b>	<b>90</b>	<b>3,735</b>	<b>658</b>	<b>-82.38%</b>
<b>Net Position:</b>							
Net Investment in Capital Assets	250,605	320,475	174,059	206,299	424,664	526,774	24.04%
Restricted	122,950	125,033	1,653	1,409	124,603	126,442	1.48%
Unrestricted	47,696	59,793	70,785	72,412	118,481	132,205	11.58%
<b>Total Net Position</b>	<b>\$ 421,251</b>	<b>\$ 505,301</b>	<b>\$ 246,497</b>	<b>\$ 280,120</b>	<b>\$ 667,748</b>	<b>\$ 785,421</b>	<b>17.62%</b>

At June 30, 2023, the City reported positive balances in net position on a total basis. Net investment in capital assets (infrastructure, land, buildings, other improvements, vehicles, equipment, lease assets and SBITA less outstanding debt used to acquire assets and deferred inflows and outflows related to debt) of \$526.8 million comprises 67.1 percent of the City's total net position. These capital assets facilitate providing services to the Lathrop community, but are not liquid, and therefore are not available for future spending. During FY 2023 net investment in capital assets increased \$102.1 million primarily due to an increase of \$69.9 million from governmental activities and an increase of \$32.2 million from business-type activities. A portion of the City's net position, \$126.4 million or 16.1 percent, is subject to legal restriction for their use, including \$125.0 million in governmental activities and \$1.4 million in business-type activities. Of the total net position at June 30, 2023, a balance of \$132.2 million or 16.8 percent represents unrestricted net position, which comprises a balance of \$59.8 million for governmental activities and a balance of \$72.4 million for business-type activities.

During FY 2023, the City's total net position increased by \$122.5 million. Notable changes in the statement of net position between June 30, 2023 and June 30, 2022 include:

### **Assets**

- Capital assets increased by \$101.2 million compared to the prior fiscal year. Governmental capital assets increased by \$70.5 million and business-type capital assets increased by \$30.7 million. The increase is result of the addition of major infrastructure in both Governmental and Business-type funds. Governmental capital assets recorded additions of \$82.3 million, which included \$7.8 million in capital projects, \$1.4 million in right-to-use assets, \$2.3 million in property acquisitions, \$1.5 million in vehicles and equipment, \$9.6 million in improvements other than building, and \$59.7 million in donated developer infrastructure. Business-type capital assets recorded additions of \$36.4 million, which included \$11.3 million in water system improvements, \$18.5 million in sewer system improvements, \$6.3 million in sewer capital projects, and \$0.3 million in vehicles and equipment, offset by depreciation of \$5.8 million.
- Current and other assets increased by \$17.1 million or 5.9 percent due to an increase of \$13.8 million in governmental activities and an increase of \$2.4 million in business-type activities. The increase in governmental activities is mainly due to an increase in cash and investments held with fiscal agents from higher sales and property tax revenues. The increase in current assets for business-type activities is mainly due to higher cash and investments resulting from more revenue received through charges for services and capital donations.

### **Liabilities**

- Total long-term liabilities increased by \$3.5 million to \$28.5 million at June 30, 2023, which represents an increase of 14.0 percent compared to \$25.0 million at June 30, 2022. The primary factors leading to the increase in long-term liabilities for governmental activities of \$5.8 million was due to the increases in net pension liability by \$4.3 million, net OPEB liability of \$1.0 million, and other long term liabilities of \$0.5 million. The primary factor leading to the decrease in business-type activities of \$2.4 million is a result of increases in net pension liability of \$0.7 million and net OPEB liability of \$0.1, offset by a decrease in other long term liabilities \$3.2 million attributed to a reduction in compensated absences.
- Net pension liability increased \$5.0 million since the prior measurement date, primarily due to investments help by CalPERS decreasing year over year from 2021 to 2022.
- Net OPEB liability increased by \$1.2 million since the prior measurement date, primarily due to investments help by CalPERS decreasing year over year from 2021 to 2022.

- Current and other liabilities increased \$2.8 million or 10.7 percent due to an increase in business-type activities.

### **Deferred Outflows/Inflows**

- Deferred outflows of resources increased \$2.9 million to \$6.2 million at June 30, 2023, which represents an increase of 87.0 percent compared to \$3.3 million at June 30, 2022. The primary factor leading to the increase in deferred outflows is an increase of \$2.4 million in pension and \$0.5 million in OPEB. The increases are a direct result of adding more than 50 employees to start the City's police department.
- Deferred inflows decreased by \$3.1 million to \$0.7 million at June 30, 2023, which represents a decrease of 82.4 percent compared to \$3.1 million at June 30, 2022. The decrease of deferred inflows was primarily due to the decrease in deferred inflows related to pensions of \$2.4 million and OPEB of \$0.7 million.

### **Net Position**

- Unrestricted net position for governmental activities increased by \$12.1 million or 25.4 percent with an ending balance of \$59.8 million at June 30, 2023. For business-type activities, unrestricted net position increased by \$1.6 million or 2.3 percent with a balance of \$72.4 million at June 30, 2023.



## Analysis of Activities

The following table indicates the changes in net position for governmental and business-type activities:

**City of Lathrop Changes in Net Position**  
**For the Fiscal Years Ended June 30, 2022 and 2023**  
*(in Thousands)*

	Governmental		Business-Type		Total Primary		Total Percent Change
	Activities		Activities		Government		
	2022	2023	2022	2023	2022	2023	
<b>Revenues:</b>							
<i>Program revenues:</i>							
Charges for services	\$ 20,692	\$ 18,476	\$ 19,900	\$ 21,194	\$ 40,592	\$ 39,670	-2.27%
Operating grants and contributions	5,236	7,477	-	-	5,236	\$ 7,477	42.80%
Capital grants and contributions	25,390	66,235	-	29,098	25,390	\$ 95,333	275.47%
<i>General revenues:</i>							
Sales and use taxes	22,602	21,285	-	-	22,602	\$ 21,285	-5.83%
Property taxes	9,738	10,510	-	-	9,738	\$ 10,510	7.93%
Franchise taxes	1,640	2,285	-	-	1,640	\$ 2,285	39.33%
Transient occupancy taxes	1,041	1,027	-	-	1,041	\$ 1,027	-1.34%
Other taxes	32,094	18,229	9,461	5,839	41,555	\$ 24,068	-42.08%
Other miscellaneous	1,344	381	4,938	687	6,282	\$ 1,068	-83.00%
Unrestricted investment earnings	(2,101)	3,901	217	953	(1,884)	\$ 4,854	-357.64%
<b>Total Revenues</b>	<b>117,676</b>	<b>149,806</b>	<b>34,516</b>	<b>57,771</b>	<b>152,192</b>	<b>207,577</b>	<b>36.39%</b>
<b>Expenses:</b>							
<i>Governmental activities:</i>							
General government	6,994	9,351	-	-	6,994	9,351	33.70%
Community development	1,805	1,537	-	-	1,805	1,537	-14.85%
Public safety	11,628	15,351	-	-	11,628	15,351	32.02%
Public works	14,711	36,027	-	-	14,711	36,027	144.90%
Culture and leisure	11,559	3,999	-	-	11,559	3,999	-65.40%
Interest on long-term debt	234	226	-	-	234	226	-3.42%
<i>Business-type activities:</i>							
Water enterprise	-	-	7,099	9,130	7,099	9,130	28.61%
Sewer enterprise	-	-	7,707	9,457	7,707	9,457	22.71%
<b>Total expenses</b>	<b>46,931</b>	<b>66,491</b>	<b>14,806</b>	<b>18,587</b>	<b>61,737</b>	<b>85,078</b>	<b>37.81%</b>
<b>Excess before transfers</b>	<b>70,745</b>	<b>83,315</b>	<b>19,710</b>	<b>39,184</b>	<b>90,455</b>	<b>122,499</b>	<b>35.43%</b>
Transfers	(5,818)	3,144	5,818	(3,144)	-	-	0.00%
<b>Change in Net Position</b>	<b>64,927</b>	<b>86,459</b>	<b>25,528</b>	<b>36,040</b>	<b>90,455</b>	<b>122,499</b>	<b>35.43%</b>
Net Position - Beginning	356,322	421,251	220,969	246,497	577,291	667,748	15.67%
Prior Period Adjustment	-	(2,410)	-	(2,417)	-	(4,827)	0.00%
Net Position, Beginning, Restated	356,322	418,841	220,969	244,080	577,291	662,921	14.83%
<b>Net Position - Ending</b>	<b>\$ 421,251</b>	<b>\$ 505,301</b>	<b>\$ 246,497</b>	<b>\$ 280,120</b>	<b>\$ 667,746</b>	<b>\$ 785,420</b>	<b>17.62%</b>

## Governmental Activities

The change in net position for governmental activities increased by \$21.6 million during FY 2023 from \$64.9 million to \$86.5 million. Total expenses increased by \$19.6 million and revenues including transfers increased by \$41.1 million. The major factors contribution to the increase in net position in FY 2023 compared to FY 2022 are as follows:

## **Revenues**

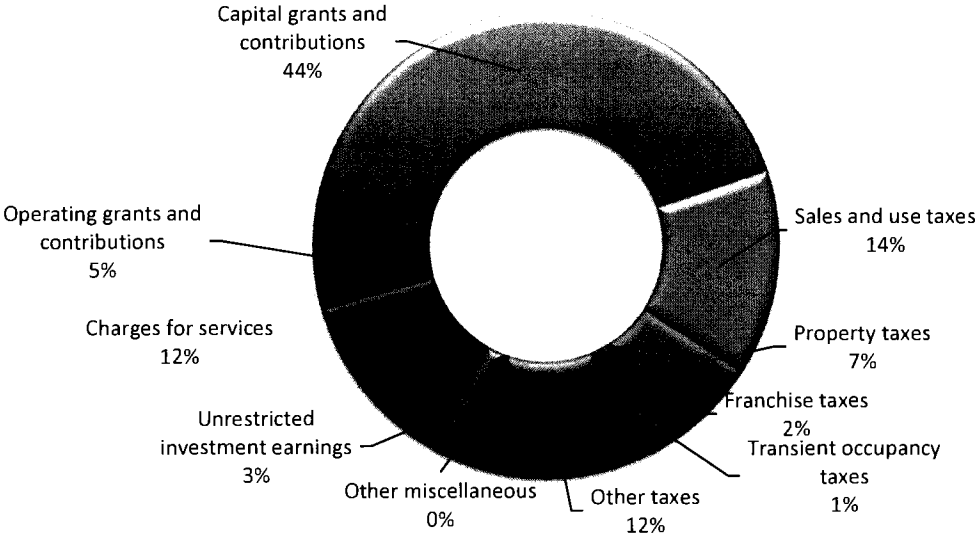
- Fees, fines and charges for service decreased by \$0.9 million or 2.3 percent, mainly due to developer contributions of completed infrastructure.
- Operating grants and contributions decreased by \$8.7 million or 13.1 percent mainly due to a decrease in the Capital Facilities Fund as large industrial buildings pulled permits and paid fees in the prior fiscal year.
- Capital grants and contributions increased by \$69.9 million or 275.5 percent mainly due to the donation of infrastructure from developers. In FY 2023 the City accepted \$88.6 million in infrastructure assets.
- Other revenues and transfers decreased \$15.9 million or 19.6 percent mainly due to an increase of \$6.7 million in investment earnings, driven by higher interest income received as a result of higher interest rates. Additionally, property tax revenue increased by \$0.8 million and franchise fees increased by \$0.6 million both due to increases in homes sold in the fiscal year. These increases were offset by decreases of \$1.3 million in sales tax revenue due to lower gas prices in FY 2023, which directly impacts the City's sales tax receipts, a decrease of \$17.5 million in other taxes due to in the prior fiscal year two large industrial buildings pulled permits, and a decrease of \$5.2 million in other miscellaneous fees due to the City receiving a onetime arrearage grant from the state for past due water and sewer utility bills.

## **Expenses**

- General government expenses increased \$2.4 million or 33.7 percent during FY 2023. This increase is due to the addition of three position in various departments and an increase Information Services Department expenses to support the addition of the new police department.
- Public safety expenses increased \$3.7 million or 32.0 percent primarily due to the additions of officers to support our new police department.
- Community services expenses decreased by \$0.3 million or 14.9 percent mainly due to the completion of the City's General Plan update that was expensed in the prior fiscal year.
- Public Works expenses increased \$21.3 million or 144.9 percent primarily due to the reallocation of maintenance staff from the culture and leisure department to the public works department. In addition, four new staff members were added to the department.
- Culture and leisure expenses decreased by \$7.6 million or 65.4 percent primarily due to the reallocation of maintenance staff to the public works department.
- Water enterprise expenses increased by \$2.0 million or 28.6 percent primarily due to increases in maintenance and operation costs and depreciation expense.
- Sewer enterprise expenses increased by \$1.8 million or 22.7 percent mainly due to increases in maintenance and operation expenses.

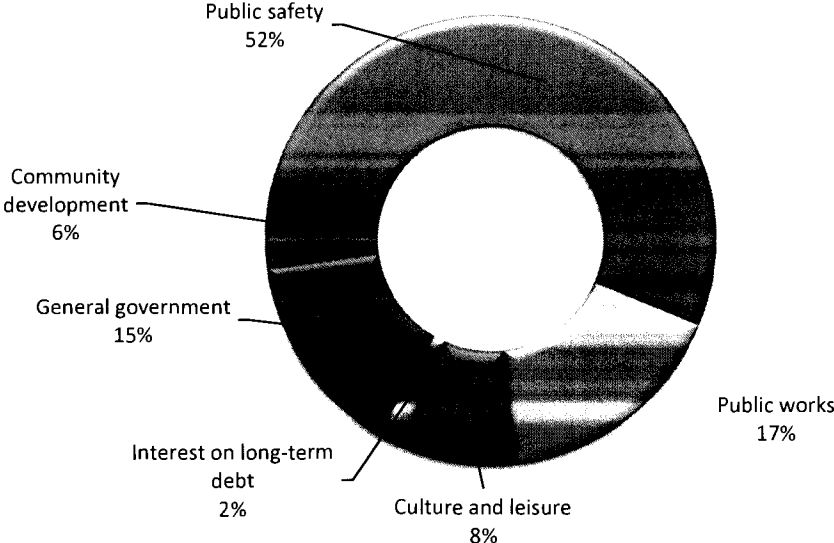
The chart below shows the primary components of governmental activities revenue sources for FY 2023. Of the \$149.8 million in total revenues (not including transfers) generated by governmental activities, 82 percent is attributable to four categories: capital grants and contributions (44 percent), sales and use tax (14 percent), other taxes (12 percent) and charges for service (12 percent).

**GOVERNMENTAL ACTIVITIES  
FY 2023 Revenues by Source**



The chart below shows the major categories of the FY 2023 expenses for governmental activities. Of the \$66.5 million in total expenses incurred by governmental activities, 92.0 percent is attributable to four categories: public safety (52 percent), public works (17 percent), general government (15 percent) and culture and leisure (8 percent).

**GOVERNMENTAL ACTIVITIES  
FY 2023 Expense by Source**



## **Business-type Activities**

Business-type activities net position increased by \$33.6 million or 13.6 percent to \$280.1 million in FY 2023.

The notable components of the changes in net position for business-type activities in FY 2003 are:

**Water** net position increased by \$14.1 million or 16.4 percent from \$86.0 million to \$100.1 million. The increase is primarily due to capital infrastructure contributions of \$10.8 million. The largest portion of net position, \$60.0 million or 59.9 percent, was its net investment in capital assets (e.g. land, buildings, and infrastructure). Approximately \$38.6 million or 38.6 percent of the total net position, constitutes unrestricted net position, which may be used to finance day-to-day operations without constraints.

Operating revenues increased by \$0.3 million primarily due to an increase in the customer base due to new construction. Operating expenses of \$8.7 million increased by \$2.1 million or 31.8 percent largely due to an increase in surface water supply costs and depreciation expense.

**Sewer** net position increased by \$22.0 million or 13.9 percent from \$158.1 million to \$180.1 million. The increase is primarily attributed to capital infrastructure contributions of \$18.3 million. The largest portion of net position, \$146.3 million or 81.2 percent, was its net investment in capital assets (e.g. land, buildings, and infrastructure). Approximately \$33.8 million or 18.8 percent of the total net position, constitutes unrestricted net position, which may be used to finance day-to-day operations without constraints.

## ***FINANCIAL ANALYSIS OF THE CITY'S FUNDS***

As noted earlier, the City uses **fund accounting** to ensure and demonstrate compliance with finance-related legal requirements.

As of June 30, 2023, the City's governmental funds reported combined fund balances of \$188.5 million compared to \$172.4 million in FY 2022. The governmental fund balances are categorized as nonspendable, restricted, committed, assigned, or unassigned.

- \$9.8 million consist of nonspendable fund balance related to advances and deposits long-term in nature that are not intended to convert into cash and do not represent currently available resources.
- \$125.0 million is reported as restricted fund balance that includes restrictions imposed by external parties or enabling legislation. This amount includes unspent grant revenues and restricted tax revenues.
- \$48.0 million is reported as committed fund balance that has been limited by formal Council action for a specific purpose.
- \$5.7 million is reported as unassigned fund balance that represents the residual classification for the City's General Fund and includes all spendable amounts not contained in other classifications.

## **General Fund**

The General Fund is the chief operating fund of the City. At June 30, 2023 the General Fund unassigned fund balance is \$6.1 million or 410.8 percent of the \$56.4 million total General Fund balance. Comparing unassigned fund balance and total fund balance to total fund expenditures may be useful as a measure of the General Fund's capacity to meet future obligations. At June 30, 2023 unassigned fund balance represented 21.5 percent of total General Fund expenditures of \$28.3 million, while total fund balance represents 199.3 percent of total General Fund expenditures. At June 30, 2022, the same measures were 27.7 percent and 256.8 percent, respectively.

The General Fund ending fund balance increased by \$6.5 million from \$49.9 million to \$56.4 million at June 30, 2023.

In FY 2023, the General Fund revenues of \$44.7 million were \$7.7 million or 20.8 percent higher than FY 2022 revenues of \$37.0 million. Use of money and property revenue increased \$4.8 million attributed to increases investment earnings, driven by higher interest income received as a result of higher interest rates and the fair value adjustment for FY 2023. Intergovernmental revenue increased \$3.6 million as a result of increased motor vehicle in lieu payments. Revenue increases were offset by a decrease of \$0.2 million in sales tax revenue received and \$0.5 million in miscellaneous revenue.

FY 2023 General Fund expenditures of \$28.3 million were \$7.7 million or 37.4 percent higher than FY 2022 expenditures of \$20.6 million. The increase was primarily due to an increase of \$2.3 million in general government, \$3.5 million in public safety and \$1.2 million in capital outlay, which was a direct result of hiring additional staff and purchasing public safety equipment to support the City of Lathrop new police department.

## **Capital Facility Fees Fund**

The Capital Facilities Fees Fund accounts for fees collected for traffic mitigation (including regional traffic), Storm Drain, culture and leisure, city services and administration. At June 30, 2023, the fund had an ending fund balance of \$44.5 million, which is \$3.0 million or 7.2 percent higher than the FY 2022. The monies in this fund are collected from developers of specific projects.

## **Building Safety and Inspection Fund**

The Building Safety and Inspection Fund has an ending fund balance \$12.0 million as of June 30, 2023. The monies in these funds are collected from cost recovery fee sources for specific projects and operations associated with the fee nexus. The restricted fund balance can only be used to fund specific expenses in future fiscal years.

## **Streets and Roads Fund**

The Streets and Roads Fund accounts for capital project expenditures related to streets and roads occurring over more than one fiscal year. As of June 30, 2023 the fund balance of the Streets and Roads fund is \$11.3 million.

## **General CIP Projects Fund**

The General CIP Projects Fund accounts for capital projects funded by the General Fund occurring over more than one fiscal year. The fund balance of the General CIP project fund at June 30, 2023 is \$18.5 million,

## **Proprietary Funds**

The City's proprietary funds provide similar information to that which is found in the government-wide financial statements, but in more detail. Each fund's financial transactions, both near-term and historic, are provided in the statement of net position and the statement of revenues, expenses, and changes in net position. In addition, these proprietary funds also present a statement of cash flows.

In FY 2023, the water utility enterprise fund increased its net position from \$86.0 million to \$100.1 million. Unrestricted net assets at the end of the fiscal year amounted to \$38.6 million, and are available for future capital water system improvements. \$60.0 million of the Water Fund's net position are net investment in capital assets and are not available for liquidation to support operations. The remaining \$1.4 million is restricted to satisfy debt service obligations and covenants.

In FY 2023, the sewer utility fund increased its net position from \$158.1 million to \$180.1 million. Unrestricted net position at the end of the fiscal year amounted to \$33.8 million and is available for future capital sewer system improvements. \$146.3 million of the Sewer Fund's net position is net investment in capital asset and are not available for liquidation to support operations.

Other factors concerning the finances of these funds have already been reviewed in the discussion of the City's business-type activities. The capital assets section on the following pages will provide additional discussion and analysis of the business-type financial activities.

## ***GENERAL FUND BUDGETARY HIGHLIGHTS***

Staff submits a balanced operating and capital budget biennially to the City Council prior. The Biennial FY 2021/2022 and FY 2022/2023 was presented to Council in June of 2021.

Over the course of the year, the City Council revised the City budget with adjustments that are comprised within the following two categories:

- Changes made in the mid-year report to adjust revenues, augment current year expenditure appropriations, and establish or increase designation of fund balance.
- Other revenue adjustments and expenditure appropriations approved after the original budget is adopted, and before or after the mid-year report is approved.

During the year ended June 30, 2023, there was a \$5.7 million increase in budgeted revenues between the original and final amended operating budget for the General Fund. The increase in budgeted revenues was due to an increase in property and sales tax revenues of \$5.6 million.

Actual budgetary expenditures of \$28.3 million were \$6.1 million less than the amended budget as of June 30, 2023 and \$6.0 million less than the original budget due to planned expenditures not occurring in the year ended June 30, 2023.

## ***CAPITAL ASSET AND DEBT ADMINISTRATION***

### **Capital Assets**

The City's capital assets net of accumulated depreciation, for its governmental and business-type activities together amounted to \$545.5 million at June 30, 2023. This investment includes land, infrastructure, improvements, vehicles, equipment, and construction in progress. For the year ended

June 30, 2023, net capital assets increased \$101.2 million (\$70.5 million in governmental activities and \$30.7 million in business-type activities) compared to net capital assets at June 30, 2022. The increase in both governmental activities and business-type activities is primarily due to the acceptance of infrastructure and improvements from development.

Total construction in progress increased by \$11.9 million from \$31.62 million at June 30, 2022 to \$43.5 million at June 30, 2023. Construction in progress for governmental activities increased by \$7.8 million primarily due to \$12.6 million additions in general CIP projects and \$4.8 million net of projects being transferred into service. Business-type activities contributed an increase of \$4.0 million to the total CIP as additions to the Water and Sewer Systems totaling \$7.2 million were offset by \$3.2 million in projects that were completed and placed into service. The completed Water System projects include water meter improvements and water system repairs. The completed projects for the Sewer System include recycled water program and recycled water expansion.

The City records infrastructure assets at historical costs in the government-wide financial statement and depreciates assets from acquisition date to the end of the current fiscal year as required by GASB Statement No. 34. For governmental fund financial statements recording purposes, capital asset purchases are recorded as expenditures, rather than capitalizing and recording related depreciation.

Capital assets, net of depreciation for governmental and business-type activities in the government-wide financial statements are presented below to illustrate changes between FY 2022 and FY 2023 (in thousands):

**For the Fiscal Years Ended June 30, 2022 and 2023**  
*(in Thousands)*

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2022	2023	2022	2023	2022	2023
Land	\$ 10,600	\$ 12,887	\$ 3,565	\$ 3,565	\$ 14,165	\$ 16,452
Construction in Progress	21,012	28,784	10,635	14,679	31,647	43,463
Buildings	20,708	20,122	0	0	20,708	20,122
Improvements other than building	55,425	60,971	176,061	202,513	231,486	263,484
Infrastructure	143,154	196,968	0	0	143,154	196,968
Equipment and vehicles	2,451	3,172	541	699	2,992	3,871
Right to use Assets	129	400	0	0	129	400
SBITA	0	695	0	0	0	695
<b>Total Capital Assets</b>	<b>253,479</b>	<b>323,999</b>	<b>190,802</b>	<b>221,456</b>	<b>444,281</b>	<b>545,455</b>

Additional information about the City's capital assets can be found in the Notes to Basic Financial Statements, Note 4.

**Debt Administration**

The City's long-term debt service obligation include revenue bonds, lease revenue bonds and private placement debt. During the current fiscal year, the City's outstanding long-term debt decreased by \$1.9 million to \$17.6 million, comprising \$0.3 million in governmental activities and \$1.6 million in business-type activities. The decrease of in both governmental and business-type activities is a result of debt service payments and no new bond issuances.

**For the Fiscal Years Ended June 30, 2022 and 2023**  
**(in Thousands)**

	Governmental Activities		Business-Type Activities		Total Primary Government	
	2022	2023	2022	2023	2022	2023
Revenue Bonds - Water	\$ -	\$ -	\$ -		\$ -	\$ -
2017 Bank Loan	-	-	8,178	7,462	8,178	7,462
State Revolving Fund Loan	-	-	5,554	5,071	5,554	5,071
Compass Bank Loan	-	-	3,010	2,623	3,010	2,623
Capital Lease - City Hall	2,745	2,430	-		2,745	2,430
<b>Total Capital Assets</b>	<b>2,745</b>	<b>2,430</b>	<b>16,742</b>	<b>15,156</b>	<b>19,487</b>	<b>17,586</b>

Additional information about the City's long-term outstanding debt can be found in the notes to the Basic Financial Statements, Note 6.

### ***ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES***

The City Council considered many factors when setting the Fiscal Year 2023/24 budget. The City primarily relies on property tax and sales tax revenues to provide services and amenities to the community. Lathrop's population has experienced significant growth. Just last year, the City experienced an 11.1 percent increase in its population making it one of the fastest growing cities in California. While higher population is an exciting sign of growth, the City also recognizes some of the challenges such growth brings in the planning and management of serving our new residents. With City Council's guidance, the City has built strong financial reserves to draw from in unknown times, we have been able to maintain our sound financial position.

In March of 2021, the City Council approved moving forward to establish a new City of Lathrop Police Department. This important decision has not been made quickly; in fact, years of financial analysis have indicated the City can save money and provide more staff in police services tailored to meet the needs of the community. The City Council's decision reflects a commitment to take action when it is in the long-term interest of our citizens.

Over the past decade, the City Council and City staff have focused on ensuring a sustainable economic future for the City of Lathrop supporting steady growth projections for the future. The City has a goal to provide an environment for strong industrial, commercial and residential growth that has resulted in a solid financial foundation. The California State Auditor Office, in its most recent report, has ranked Lathrop in the top 3% of fiscally sound cities, out of 471 cities throughout California. This has been possible because of stability in City Hall staffing, with a skilled and committed City staff team. These factors have positioned the City to be able to stand up a new Police Department to provide services that continue to meet the needs of residents, businesses, schools, community groups and visitors in Lathrop in a cost-effective manner.

Building permit issuance by the City for new residential and commercial development is the key driver used to estimate various revenue streams. These revenues are deposited into various funds. Examples of these revenues include: sales and use taxes on construction materials and equipment; capital facility fees charged to mitigate the impact of new development-driving a need for more parks and street capital investments; system development charges (investment/tap fees) assessed to finance future capital investment for water, sewer, and storm drainage systems.



As mentioned above, the level of single-family dwelling unit building permits issued, measured at 601 in FY 2023, this level exceeds the 334 issued years earlier in Fiscal Year 2006/07 during the height of the previous housing boom.

These major economic indicators were all considered when adopting the General Fund budget for FY 2023/24 budget.

### ***CONTACTING THE CITY FINANCIAL MANAGEMENT***

This financial report is designed to provide our residents, taxpayers, customers, investors and creditors with a general overview of the City's finances and to show the City's accountability and transparency for the money it receives. If you have questions about this report or need additional financial information, contact the City of Lathrop - Finance Department, 390 Towne Centre Drive, Lathrop, California 95330, (209) 941-7320.

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# BASIC FINANCIAL STATEMENTS

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# GOVERNMENT-WIDE FINANCIAL STATEMENTS

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**City of Lathrop**  
**Statement of Net Position**  
**June 30, 2023**

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Current assets:			
Cash and investments	\$ 202,815,359	\$ 76,084,005	\$ 278,899,364
Receivables:			
Accounts (net of allowance for uncollectibles)	7,048,548	3,583,748	10,632,296
Notes and loans	20,350	-	20,350
Accrued interest	414,847	159,493	574,340
Internal balances	1,873,305	(1,873,305)	-
Restricted assets:			
Cash with fiscal agent	-	1,408,865	1,408,865
Prepays	604,565	-	604,565
<b>Total current assets</b>	<b>212,776,974</b>	<b>79,362,806</b>	<b>292,139,780</b>
Noncurrent assets:			
Capital assets:			
Nondepreciable	41,671,142	18,244,833	59,915,975
Depreciable	402,113,987	269,829,425	671,943,412
Less accumulated depreciation	(119,785,130)	(66,618,534)	(186,403,664)
<b>Total noncurrent assets</b>	<b>323,999,999</b>	<b>221,455,724</b>	<b>545,455,723</b>
<b>Total assets</b>	<b>536,776,973</b>	<b>300,818,530</b>	<b>837,595,503</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Deferred pension related items	4,371,331	636,750	5,008,081
Deferred OPEB related items	1,011,762	159,712	1,171,474
<b>Total deferred outflows of resources</b>	<b>5,383,093</b>	<b>796,462</b>	<b>6,179,555</b>
<b>LIABILITIES</b>			
Current liabilities:			
Accounts payable	10,771,449	3,328,593	14,100,042
Accrued liabilities	370,077	-	370,077
Accrued interest	-	101,245	101,245
Unearned revenue	5,214,522	198,000	5,412,522
Deposits payable	5,754,977	1,038,834	6,793,811
Due to other governments	-	298,787	298,787
Long-term debt & loans payable	320,000	1,615,562	1,935,562
Leases payable	155,512	-	155,512
<b>Total current liabilities</b>	<b>22,586,537</b>	<b>6,581,021</b>	<b>29,167,558</b>
Noncurrent liabilities:			
Compensated absences	2,438,209	92,848	2,531,057
Long-term debt & loans payable	2,110,000	13,540,667	15,650,667
Leases payable	939,279	-	939,279
Net pension liability	6,972,342	994,041	7,966,383
Net OPEB liability	1,243,292	195,874	1,439,166
<b>Total noncurrent liabilities</b>	<b>13,703,122</b>	<b>14,823,430</b>	<b>28,526,552</b>
<b>Total liabilities</b>	<b>36,289,659</b>	<b>21,404,451</b>	<b>57,694,110</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Deferred pension related items	335,177	52,759	387,936
Deferred OPEB related items	233,798	37,460	271,258
<b>Total deferred inflows of resources</b>	<b>568,975</b>	<b>90,219</b>	<b>659,194</b>
<b>NET POSITION</b>			
Net investment in capital assets	320,475,208	206,299,495	526,774,703
Restricted for:			
Community development	1,459,853	-	1,459,853
Public safety	12,304,449	-	12,304,449
Culture and leisure	1,734,092	-	1,734,092
Public works	14,482,070	-	14,482,070
Capital projects	95,052,906	-	95,052,906
Debt service	-	1,408,865	1,408,865
Unrestricted	59,792,854	72,411,962	132,204,816
<b>Total net position</b>	<b>\$ 505,301,432</b>	<b>\$ 280,120,322</b>	<b>\$ 785,421,754</b>

See accompanying Notes to Basic Financial Statements.

**City of Lathrop**  
**Statement of Activities**  
**For the year ended June 30, 2023**

Functions/Programs	Expenses	Program Revenues			Total
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	
<b>Governmental activities:</b>					
General government	\$ 9,350,898	\$ 8,753,003	\$ 5,856,854	\$ -	\$ 14,609,857
Public safety	15,350,996	51,938	152,771	-	204,709
Community development	1,537,163	6,041,251	156,900	-	6,198,151
Culture and leisure	3,999,365	379,681	-	5,000	384,681
Public works	36,027,481	3,250,469	1,310,731	66,230,438	70,791,638
Interest on long-term debt	225,835	-	-	-	-
Total governmental activities	66,491,738	18,476,342	7,477,256	66,235,438	92,189,036
<b>Business-type Activities:</b>					
Water	9,130,486	10,765,615	-	10,779,611	21,545,226
Sewer	9,457,406	10,428,292	-	18,318,755	28,747,047
Total business-type activities	18,587,892	21,193,907	-	29,098,366	50,292,273
<b>Total primary government</b>	<b>\$ 85,079,630</b>	<b>\$ 39,670,249</b>	<b>\$ 7,477,256</b>	<b>\$ 95,333,804</b>	<b>\$ 142,481,309</b>

**General Revenues:**

Taxes:

- Property taxes, levied for general purpose
- Transient occupancy taxes
- Sales taxes
- Franchise taxes
- Other taxes & assessments

Use of money and property

Other

**Transfers**

**Total general revenues and transfers**

**Change in net position**

**Net position - beginning of year, as restated**

**Net position - end of year**



Net (Expense) Revenue  
and Changes in Net Position

Governmental Activities	Business-Type Activities	Total
\$ 5,258,959	\$ -	\$ 5,258,959
(15,146,287)	-	(15,146,287)
4,660,988	-	4,660,988
(3,614,684)	-	(3,614,684)
34,764,157	-	34,764,157
(225,835)	-	(225,835)
25,697,298	-	25,697,298
-	12,414,740	12,414,740
-	19,289,641	19,289,641
-	31,704,381	31,704,381
25,697,298	31,704,381	57,401,679
10,509,687	-	10,509,687
1,027,015	-	1,027,015
21,285,429	-	21,285,429
2,285,062	-	2,285,062
18,228,764	5,839,401	24,068,165
3,901,381	952,746	4,854,127
381,860	687,317	1,069,177
3,143,911	(3,143,911)	-
60,763,109	4,335,553	65,098,662
86,460,407	36,039,934	122,500,341
418,841,025	244,080,388	662,921,413
\$ 505,301,432	\$ 280,120,322	\$ 785,421,754

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# FUND FINANCIAL STATEMENTS

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*Governmental Fund Financial Statements*

*Proprietary Fund Financial Statements*

*Fiduciary Fund Financial Statements*

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**City of Lathrop**  
**Major Governmental Funds**  
**Year Ended June 30, 2023**

The funds described below were determined to be Major Funds by the City in fiscal year 2023. Individual non-major funds may be found in the Supplementary Information section

**GENERAL FUND**

This fund accounts for all financial resources except those accounted for in another fund. It is the general operating fund of the City.

**CAPITAL FACILITY FEE SPECIAL REVENUE FUND**

To account for the financial resources associated with the capital facility fees for Traffic Mitigation (includes Regional Traffic), Storm Drain, Culture and Leisure, City Service, and Administration

**BUILDING SAFETY & INSPECTION SPECIAL REVENUE FUND**

This fund accounts for building safety and inspection permit fee revenue and activity.

**STREETS AND ROADS CAPITAL PROJECTS FUND**

To account for capital project expenditures related to streets and roads occurring over more than one fiscal year

**GENERAL CIP PROJECTS CAPITAL PROJECTS FUND**

To account for the expenditure of funds for projects funded from the General Fund

**City of Lathrop**  
**Balance Sheet**  
**Governmental Funds**  
**June 30, 2023**

	Special Revenue Funds			Capital Project
	General Fund	Capital Facility Fees	Building Safety &	Funds
			Inspection	Streets and Roads
<b>ASSETS</b>				
Cash and investments	\$ 45,283,863	\$ 57,160,812	\$ 15,053,481	\$ 11,747,481
Receivables:				
Accounts (net of allowance for uncollectibles)	4,340,483	4,027	-	1,090
Notes and loans	-	-	-	-
Accrued interest	97,809	114,051	30,665	20,364
Due from other funds	14,604	-	-	-
Prepays	394,832	-	-	-
Advances to other funds	9,371,305	-	-	-
<b>Total assets</b>	<b>\$ 59,502,896</b>	<b>\$ 57,278,890</b>	<b>\$ 15,084,146</b>	<b>\$ 11,768,935</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 934,372	\$ 5,255,510	\$ 358,453	\$ 480,147
Accrued liabilities	370,077	-	-	-
Unearned revenue	740,865	-	2,691,683	-
Deposits payable	1,098,256	-	64,079	-
Due to other funds	-	-	-	-
Advances from other funds	-	7,498,000	-	-
<b>Total liabilities</b>	<b>3,143,570</b>	<b>12,753,510</b>	<b>3,114,215</b>	<b>480,147</b>
<b>Fund Balances:</b>				
Nonspendable	9,766,137	-	-	-
Restricted	-	44,525,380	11,969,931	8,624,058
Committed	40,447,513	-	-	2,664,730
Unassigned	6,145,676	-	-	-
<b>Total fund balances</b>	<b>56,359,326</b>	<b>44,525,380</b>	<b>11,969,931</b>	<b>11,288,788</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 59,502,896</b>	<b>\$ 57,278,890</b>	<b>\$ 15,084,146</b>	<b>\$ 11,768,935</b>

Capital Project		
Funds		
General CIP Projects	Nonmajor Governmental Funds	Total Governmental Funds
\$ 19,338,954	\$ 52,103,916	\$ 200,688,507
-	2,702,948	7,048,548
-	20,350	20,350
38,605	113,353	414,847
-	-	14,604
209,733	-	604,565
-	-	9,371,305
<u>\$ 19,587,292</u>	<u>\$ 54,940,567</u>	<u>\$ 218,162,726</u>
\$ 1,103,136	\$ 2,639,831	\$ 10,771,449
-	-	370,077
-	1,781,974	5,214,522
-	4,592,642	5,754,977
-	14,604	14,604
-	-	7,498,000
<u>1,103,136</u>	<u>9,029,051</u>	<u>29,623,629</u>
-	-	9,766,137
13,592,877	46,321,124	125,033,370
4,891,279	-	48,003,522
-	(409,608)	5,736,068
<u>18,484,156</u>	<u>45,911,516</u>	<u>188,539,097</u>
\$ 19,587,292	\$ 54,940,567	\$ 218,162,726

**City of Lathrop**  
**Reconciliation of the Governmental Funds Balance Sheet**  
**to the Government-Wide Statement of Net Position**  
**June 30, 2023**

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**Total Fund Balances - Total Governmental Funds** \$ 188,539,097

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities were not current financial resources. Therefore, they were not reported in the Governmental Funds Balance Sheet. Except for the internal service funds reported below, the capital assets were adjusted as follows:

Nondepreciable	41,671,142
Depreciable, net	282,328,857
	<hr/>
Total capital assets	323,999,999
	<hr/>

In the Government-Wide Financial Statements, deferred employer contributions for pension and OPEB, certain differences between actuarial estimates and actual results, and other adjustments resulting from changes in assumptions and benefits are deferred in the current year.

Deferred outflows of resources related to pension	4,371,331
Deferred outflows of resources related to OPEB	1,011,762
Deferred inflows of resources related to pension	(335,177)
Deferred inflows of resources related to OPEB	(233,798)

Long-term liabilities were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds Balance Sheet.

Long-term debt - due within one year	(320,000)
Leases payable - due within one year	(155,512)
Compensated absences - due in more than one year	(311,357)
Long-term debt - due in more than one year	(2,110,000)
Leases payable - due in more than one year	(939,279)
Net pension liability	(6,972,342)
Net OPEB liability	(1,243,292)
	<hr/>
Total long-term liabilities	(12,051,782)
	<hr/>

**Net Position of Governmental Activities** \$ 505,301,432

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**City of Lathrop**  
**Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Funds**  
**For the year ended June 30, 2023**

	Special Revenue Funds			Capital Project Funds
	General Fund	Capital Facility Fees	Building Safety & Inspection	Streets and Roads
<b>REVENUES:</b>				
Taxes and assessments	\$ 31,612,884	\$ 11,020,078	\$ -	\$ -
Licenses and permits	347,022	-	1,820,591	-
Intergovernmental	9,365,468	-	-	-
Charges for services	763,339	-	3,522,093	-
Use of money and property	2,284,635	704,944	179,493	118,890
Fines and forfeitures	7,893	-	-	-
Developer participation	-	-	-	-
Miscellaneous	273,860	-	4,663	-
<b>Total revenues</b>	<b>44,655,101</b>	<b>11,725,022</b>	<b>5,526,840</b>	<b>118,890</b>
<b>EXPENDITURES:</b>				
Current:				
General government	9,372,651	-	-	-
Public safety	10,602,053	-	-	-
Community development	1,282,316	-	-	-
Culture and leisure	2,574,753	-	-	-
Public works	938,626	10,452,983	2,049,768	-
Capital outlay	2,758,535	-	-	8,624,837
Debt service:				
Principal retirement	315,000	-	-	-
Lease principal retirement	367,507	-	-	-
Interest and fiscal charges	65,981	-	-	-
<b>Total expenditures</b>	<b>28,277,422</b>	<b>10,452,983</b>	<b>2,049,768</b>	<b>8,624,837</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>16,377,679</b>	<b>1,272,039</b>	<b>3,477,072</b>	<b>(8,505,947)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	7,329,195	493,042	-	8,761,455
Transfers out	(18,755,731)	(12,254,580)	(498,620)	-
Lease and software subscription proceeds	1,462,298	-	-	-
<b>Total other financing sources (uses)</b>	<b>(9,964,238)</b>	<b>(11,761,538)</b>	<b>(498,620)</b>	<b>8,761,455</b>
<b>Net change in fund balances</b>	<b>6,413,441</b>	<b>(10,489,499)</b>	<b>2,978,452</b>	<b>255,508</b>
<b>FUND BALANCES:</b>				
Beginning of year	52,874,312	55,014,879	8,991,479	11,033,280
Restatement	(2,928,427)	-	-	-
Beginning of year, as restated	49,945,885	55,014,879	8,991,479	11,033,280
End of year	\$ 56,359,326	\$ 44,525,380	\$ 11,969,931	\$ 11,288,788

Capital Project Funds		
General CIP Projects	Nonmajor Governmental Funds	Total Governmental Funds
\$ -	\$ 10,662,275	\$ 53,295,237
-	37,590	2,205,203
-	8,774,729	18,140,197
-	4,369,077	8,654,509
118,499	624,050	4,030,511
-	1,521,831	1,529,724
-	2,017,292	2,017,292
-	95,854	374,377
118,499	28,102,698	90,247,050
-	-	9,372,651
-	4,354,095	14,956,148
-	54	1,282,370
-	1,346,821	3,921,574
28,042	12,097,490	25,566,909
11,081,476	202,104	22,666,952
-	-	315,000
-	-	367,507
-	159,854	225,835
11,109,518	18,160,418	78,674,946
(10,991,019)	9,942,280	11,572,104
20,469,099	6,638,565	43,691,356
-	(9,038,514)	(40,547,445)
-	-	1,462,298
20,469,099	(2,399,949)	4,606,209
9,478,080	7,542,331	16,178,313
9,006,076	37,850,747	174,770,773
-	518,438	(2,409,989)
9,006,076	38,369,185	172,360,784
\$ 18,484,156	\$ 45,911,516	\$ 188,539,097

**City of Lathrop**  
**Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances**  
**of Governmental Funds to the Government-Wide Statement of Activities**  
**For the year ended June 30, 2023**

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Net Change in Fund Balances - Total Governmental Funds \$ 16,178,313

Amounts reported for governmental activities in the Government-Wide Statement of Activities were different because:

Governmental funds reported capital outlay as expenditures. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over their estimated lives as depreciation expense. This was the amount of capital assets recorded in the current period. 22,782,545

Donated capital assets are not recorded in the governmental funds, but are recognized as revenue at the acquisition value of the assets. 59,690,319

Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities, but did not require the use of current financial resources. Therefore, depreciation expense was not reported as expenditures in the governmental funds. (11,822,876)

Accrued compensated leave payments were reported as expenditures in the governmental funds, however expense is recognized in the Government-Wide Statement of Activities based on earned leave accruals. (41,322)

Debt proceeds provide current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of debt was an expenditure in governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.

Long-term debt repayments 315,000  
Lease and subscription payments 367,507  
Acquisition of new leases and subscriptions (1,462,298)

Current year employer pension contributions are recorded as expenditures in the governmental funds, however, these amounts are reported as a deferred outflow of resources in the Government-Wide Statement of Net Position. 1,739,487

Pension expense is reported in the Government-Wide Statement of Activities does not require the use of current financial resources, and therefore is not reported as expenditures in governmental funds. (1,293,960)

OPEB expense is reported in the Government-Wide Statement of Activities does not require the use of current financial resources, and therefore is not reported as expenditures in governmental funds. 7,692

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**Change in Net Position of Governmental Activities** **\$ 86,460,407**

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**City of Lathrop**  
**Statement of Net Position**  
**Proprietary Funds**  
**June 30, 2023**

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water	Sewer	Totals	Compensated Absences Internal Service Fund
<b>ASSETS</b>				
Current Assets:				
Cash and investments	\$ 40,122,806	\$ 35,961,199	\$ 76,084,005	\$ 2,126,852
Receivables:				
Accounts (net of allowance for uncollectibles)	2,206,105	1,377,643	3,583,748	-
Accrued interest	81,803	77,690	159,493	-
Restricted:				
Cash and with fiscal agent	1,408,865	-	1,408,865	-
Total current assets	43,819,579	37,416,532	81,236,111	2,126,852
Noncurrent:				
Capital assets:				
Nondepreciable capital assets	3,165,631	15,079,202	18,244,833	-
Depreciable capital assets	105,769,161	164,060,264	269,829,425	-
Accumulated depreciation	(33,736,705)	(32,881,829)	(66,618,534)	-
Net capital assets	75,198,087	146,257,637	221,455,724	-
Total noncurrent assets	75,198,087	146,257,637	221,455,724	-
Total assets	119,017,666	183,674,169	302,691,835	2,126,852
<b>DEFERRED OUTFLOWS OF RESOURCES</b>				
Deferred pension related items	390,322	246,428	636,750	-
Deferred OPEB related items	97,536	62,176	159,712	-
Total deferred outflows of resources	487,858	308,604	796,462	-
<b>LIABILITIES</b>				
Current liabilities:				
Accounts payable	1,851,753	1,476,840	3,328,593	-
Accrued interest	101,245	-	101,245	-
Unearned revenue	198,000	-	198,000	-
Deposits payable	1,007,546	31,288	1,038,834	-
Due to other governments	298,787	-	298,787	-
Loans payable	1,615,562	-	1,615,562	-
Total current liabilities	5,072,893	1,508,128	6,581,021	-
Noncurrent liabilities:				
Advances from other funds	-	1,873,305	1,873,305	-
Accrued compensated absences	63,622	29,226	92,848	2,126,852
Net pension liability	603,302	390,739	994,041	-
Net OPEB liability	119,565	76,309	195,874	-
Loans payable	13,540,667	-	13,540,667	-
Total noncurrent liabilities	14,327,156	2,369,579	16,696,735	2,126,852
Total liabilities	19,400,049	3,877,707	23,277,756	2,126,852
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Deferred pension related items	32,199	20,560	52,759	-
Deferred OPEB related items	22,957	14,503	37,460	-
Total deferred inflows of resources	55,156	35,063	90,219	-
<b>NET POSITION</b>				
Net investment in capital assets	60,041,858	146,257,637	206,299,495	-
Restricted	1,408,865	-	1,408,865	-
Unrestricted	38,599,596	33,812,366	72,411,962	-
Total net position	\$ 100,050,319	\$ 180,070,003	\$ 280,120,322	\$ -

**City of Lathrop**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**Proprietary Funds**  
**For the year ended June 30, 2023**

	Business-Type Activities - Enterprise Funds			Governmental Activities
	Water	Sewer	Totals	Compensated Absences Internal Service Fund
<b>OPERATING REVENUES:</b>	•			
Sales and service charges	\$ 10,765,615	\$ 10,428,292	\$ 21,193,907	\$ 301,913
Other income	320,355	366,962	687,317	-
<b>Total operating revenues</b>	<b>11,085,970</b>	<b>10,795,254</b>	<b>21,881,224</b>	<b>301,913</b>
<b>OPERATING EXPENSES:</b>				
General and administrative	1,364,848	953,800	2,318,648	301,913
Maintenance and operations	4,869,796	5,165,193	10,034,989	-
Depreciation expense	2,432,538	3,338,413	5,770,951	-
<b>Total operating expenses</b>	<b>8,667,182</b>	<b>9,457,406</b>	<b>18,124,588</b>	<b>301,913</b>
<b>Operating income (loss)</b>	<b>2,418,788</b>	<b>1,337,848</b>	<b>3,756,636</b>	<b>-</b>
<b>NONOPERATING REVENUES (EXPENSES):</b>				
Taxes and assessments	2,332,295	3,507,106	5,839,401	-
Investment earnings	492,476	460,270	952,746	-
Interest expense	(463,304)	-	(463,304)	-
<b>Total nonoperating revenues (expenses)</b>	<b>2,361,467</b>	<b>3,967,376</b>	<b>6,328,843</b>	<b>-</b>
<b>Income before contributions and transfers</b>	<b>4,780,255</b>	<b>5,305,224</b>	<b>10,085,479</b>	<b>-</b>
<b>CONTRIBUTIONS AND TRANSFERS:</b>				
Contributions	10,779,611	18,318,755	29,098,366	-
Transfers in	-	43,149	43,149	-
Transfers out	(1,509,110)	(1,677,950)	(3,187,060)	-
<b>Total contributions and transfers</b>	<b>9,270,501</b>	<b>16,683,954</b>	<b>25,954,455</b>	<b>-</b>
<b>Change in net position</b>	<b>14,050,756</b>	<b>21,989,178</b>	<b>36,039,934</b>	<b>-</b>
<b>NET POSITION:</b>				
Beginning of year	88,417,047	158,080,825	246,497,872	-
Restatements	(2,417,484)	-	(2,417,484)	-
Beginning of year, as restated	85,999,563	158,080,825	244,080,388	-
End of year	\$ 100,050,319	\$ 180,070,003	\$ 280,120,322	\$ -

**City of Lathrop**  
**Statement of Cash Flows**  
**Proprietary Funds**  
**For the year ended June 30, 2023**

	Business-Type Activities			Governmental Activities
	Water	Sewer	Totals	Compensated Absences Internal Service Fund
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>				
Cash received from customers and users	\$ 11,198,465	\$ 10,518,697	\$ 21,717,162	\$ -
Cash paid to suppliers for goods and services	(4,086,737)	(4,929,102)	(9,015,839)	-
Cash paid to employees for services	(1,337,068)	(937,348)	(2,274,416)	-
Cash received from (payments to) others	320,355	366,962	687,317	301,913
<b>Net cash provided (used) by operating activities</b>	<b>6,095,015</b>	<b>5,019,209</b>	<b>11,114,224</b>	<b>301,913</b>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>				
Cash transfers in	-	43,149	43,149	-
Cash transfers out	(1,509,110)	(1,677,950)	(3,187,060)	-
Repayment made to other funds	-	(532,559)	(532,559)	-
Taxes and assessments	2,332,295	3,507,106	5,839,401	-
<b>Net cash provided (used) by non-capital financing activities</b>	<b>823,185</b>	<b>1,339,746</b>	<b>2,162,931</b>	<b>-</b>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>				
Acquisition and construction of capital assets	(653,093)	(6,673,694)	(7,326,787)	-
Principal paid on capital debt	(1,585,872)	-	(1,585,872)	-
Interest paid on capital debt	(526,975)	(59,124)	(586,099)	-
<b>Net cash provided (used) by capital and related financing activities:</b>	<b>(2,765,940)</b>	<b>(6,732,818)</b>	<b>(9,498,758)</b>	<b>-</b>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>				
Interest received	492,476	460,270	952,746	-
<b>Net cash provided (used) by investing activities</b>	<b>492,476</b>	<b>460,270</b>	<b>952,746</b>	<b>-</b>
<b>Net increase (decrease) in cash and cash equivalents</b>	<b>4,644,736</b>	<b>86,407</b>	<b>4,731,143</b>	<b>301,913</b>
Cash and cash equivalents at beginning of year	36,886,935	35,874,792	72,761,727	1,824,939
<b>Cash and cash equivalents at end of year</b>	<b>\$ 41,531,671</b>	<b>\$ 35,961,199</b>	<b>\$ 77,492,870</b>	<b>\$ 2,126,852</b>
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES:</b>				
Operating income (loss)	\$ 2,418,788	\$ 1,337,848	\$ 3,756,636	\$ -
<b>Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:</b>				
Depreciation	2,432,538	3,338,413	5,770,951	-
(Increase) decrease in accounts receivable	254,270	90,405	344,675	-
Increase (decrease) in accounts payable	783,059	236,091	1,019,150	-
Increase (decrease) in unearned revenue	198,000	-	198,000	-
Increase (decrease) in deposits payable	(19,420)	-	(19,420)	-
Increase (decrease) in compensated absences	8,956	2,355	11,311	301,913
Increase (decrease) in pension and OPEB	18,824	14,097	32,921	-
<b>Total Adjustments</b>	<b>3,676,227</b>	<b>3,681,361</b>	<b>7,357,588</b>	<b>301,913</b>
<b>Net cash provided (Used) by operating activities</b>	<b>\$ 6,095,015</b>	<b>\$ 5,019,209</b>	<b>\$ 11,114,224</b>	<b>\$ 301,913</b>
<b>Non-Cash Investing, Capital, and Financing Activities:</b>				
Donated assets	\$ 10,779,611	\$ 18,318,755	\$ -	\$ -

See accompanying Notes to Basic Financial Statements.



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**City of Lathrop**  
**Statement of Fiduciary Net Position**  
**Fiduciary Funds**  
**June 30, 2023**

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	Custodial Funds
	<u>                    </u>
<b>ASSETS</b>	
Cash and investments	\$ 5,642,239
Receivables:	
Accrued interest	13,389
Restricted assets:	
Cash and with fiscal agent	<u>16,434,791</u>
<b>Total assets</b>	<u>22,090,419</u>
<b>LIABILITIES</b>	
Accounts payable	488,806
Deposits payable	<u>30,747</u>
<b>Total liabilities</b>	<u>519,553</u>
<b>NET POSITION</b>	
Restricted for:	
Individuals, organizations, and other governments	<u>21,570,866</u>
<b>Total Net Position</b>	<u>\$ 21,570,866</u>

**City of Lathrop**  
**Statement of Changes in Fiduciary Net Position**  
**Fiduciary Funds**  
**For the year ended June 30, 2023**

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	Custodial Funds
	<u>                    </u>
<b>ADDITIONS:</b>	
Collections for assessment districts	\$ 6,779,871
Receipts from others	12,459,064
Investment earnings	165,323
<b>Total additions</b>	<u>19,404,258</u>
<b>DEDUCTIONS:</b>	
Administrative expenses	105,686
Contractual services	506,512
Interest expense	8,460,838
<b>Total deductions</b>	<u>9,073,036</u>
<b>Change in net position</b>	10,331,222
<b>NET POSITION:</b>	
Beginning of year	4,298,198
Restatements	6,941,446
Beginning of year, as restated	<u>11,239,644</u>
End of year	<u>\$ 21,570,866</u>

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# NOTES TO BASIC FINANCIAL STATEMENTS

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**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Reporting Entity**

The City of Lathrop, California, (the City) was incorporated July 1, 1989, under the general laws of the State of California. The City operates under a Council-Manager form of government and provides the following services: general government, public safety, public ways and facilities/transportation, culture and leisure, and public utilities.

The financial statements of the primary government of the City of Lathrop include the activities of the City as well as the Lathrop Public Facilities Financing Corporation, which is controlled by and dependent on the City. While it is a separate legal entity, its financial activities are integral to those of the City. Its financial activities have been aggregated and merged (termed “blending”) with those of the primary government of the City in the accompanying financial statements.

On April 11, 2000, the City Council formed the Lathrop Public Facilities Financing Corporation (Corporation), a non-profit public benefit corporation. The Corporation was formed to assist the City in financing the acquisition, construction, and improvement of municipal facilities. The Corporation is also empowered to acquire property. The Corporation is governed by a Board of Directors consisting of the City Council members.

**B. Basis of Presentation**

The City’s Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the U.S.A.

These Standards require that the financial statements described below be presented.

**Government-wide Statements:** The Statement of Net Position and the Statement of Activities display information about the primary government (the City and its component unit). These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. However, the interfund services provided and used are not eliminated in the process of consolidation. These statements distinguish between the *governmental* and *business-type* activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**B. Basis of Presentation, Continued**

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

*Fund Financial Statements* - The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category - *governmental, proprietary, and fiduciary* - are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

Proprietary fund *operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

**C. Major Funds**

Major funds are defined as funds that have either assets, liabilities, revenues or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. Major governmental and business-type funds are identified and presented separately in the fund financial statements. All other funds, called non-major funds, are combined and reported in a single column, regardless of their fund-type. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental funds in the accompanying financial statements:

**General Fund**

This fund accounts for all financial resources except those accounted for in another fund. It is the general operating fund of the City.

**Capital Facility Fees Special Revenue Fund**

To account for the financial resources associated with the capital facility fees for Traffic Mitigation (includes Regional Traffic), Storm Drain, Culture and Leisure, City Service, and Administration.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

*C. Major Funds, Continued*

**Buildings Safety & Inspection Special Revenue Fund**

This fund accounts for building safety and inspection permit fee revenue and activity.

**Streets and Roads Capital Projects Fund**

The Streets and Roads Capital Projects Fund accounts for capital project expenditures related to streets and roads occurring over more than one fiscal year.

**General CIP Projects Fund**

To account for capital project expenditures related to streets and roads occurring over more than one fiscal year.

The City reported both of its enterprise funds as major funds in the accompanying financial statements:

**Water Fund**

This fund accounts for the revenues and expenses of the City's water operations.

**Sewer Fund**

This fund accounts for the revenues and expenses of the City's sewer operations.

The City also reports the following fund types:

**Internal Service Fund**

The fund accounts for compensated absences activities, which are provided to other departments on a cost-reimbursement basis.

**Fiduciary Funds**

Custodial funds are used to account for assets held by the City as a custodian for certain special assessment districts. The financial activities of these funds are excluded from the entity-wide financial statement but are presented in separate Fiduciary Fund financial statements.

*D. Basis of Accounting*

The government-wide, proprietary, and fiduciary fund financial statements are reported using the *economic resources measurement focus* and the *full accrual basis* of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable* and *available*.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

***D. Basis of Accounting, Continued***

The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of governmental long-term debt and acquisitions under capital leases are reported as *other financing sources*.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the water fund, sewer fund, and internal service funds are charges to customers for sales and services. Operating expenses for enterprise funds and internal service funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Non-exchange transactions, in which the City gives or receives value without directly receiving or giving equal value in exchange, include taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

The City may fund programs with a combination of cost-reimbursement grants, categorical block grants, and general revenues. Thus, both restricted and unrestricted Net Position may be available to finance program expenditures. The City's policy is to first apply restricted grant resources to such programs, followed by general revenues if necessary.

Certain indirect costs are included in program expenses reported for individual functions and activities.

Those revenues susceptible to accrual are use of money and property revenue, charges for services and fines and penalties. Sales taxes collected and held by the State at year-end on behalf of the City also are recognized as revenue.

***E. Property Tax***

The City's property taxes are levied each July 1, on the assessed values as of the prior January 1 for all real and personal property located in the City. Property sold after the assessment date (January 1) is reassessed and the amount of property tax levied is prorated.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**E. Property Tax, Continued**

The City has elected to receive property taxes from the County of San Joaquin (County) under the Teeter Plan. Under this program, the City receives 100% of the levied property taxes in periodic payments with the County assuming responsibility for delinquencies. Secured property taxes are due in two equal installments; the first is due November 1 and delinquent with penalties after December 10; the second is due February 1 and delinquent with penalties after April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be made in one installment, which is delinquent if not paid by August 31. The City accrues only taxes which are received from the County within 60 days after fiscal year end.

**F. Use of Estimates**

The preparation of the financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**G. Cash and Cash Equivalents**

The City's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition.

**H. Accounts Receivable**

In the government-wide statements, receivables consist of all revenues earned at year-end and not yet received. Receivables are recorded in the financial statements net of any allowance for doubtful accounts if applicable, and estimated refunds due. Major receivable balances for the governmental activities include sales and use taxes, franchise taxes, grants, police fines and other fees. Federal and state grants are considered receivable and accrue as revenue when reimbursable costs are incurred. Business-type activities report utilities and interest earnings as their major receivables.

In the fund financial statements, material receivables in governmental funds include revenue accruals such as sales tax, franchise tax, and grants and other similar intergovernmental revenues since they are usually both measurable and available.

**I. Prepaid Expenses**

Prepaid items are also recognized under the consumption method. Payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

*J. Capital Assets*

The accounting treatment over property, plant and equipment depends on whether the assets are used in governmental fund operations or proprietary fund operations and whether they are reported in the government-wide or fund financial statements.

Donated capital assets, donated works of art and similar items, and capital assets received in a service concession arrangement are reported at the estimated acquisition value on the date contributed. All other capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. The City’s policy is to capitalize all capital assets with costs exceeding certain minimum thresholds.

The City has recorded all its public domain (infrastructure) capital assets placed in service, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, and lighting systems.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year’s pro rata share of the cost of capital assets. Generally accepted accounting principles require that all capital assets with limited useful lives be depreciated over their estimated useful lives. Depreciation is provided using the straight line method which means the cost of the capital asset is divided by its expected useful life in years and the result is charged to expense each year until the capital asset is fully depreciated. The City has assigned the useful lives listed below to capital assets.

Buildings	10 - 30 years
Improvements	5 - 50 years
Equipment and Vehicles	5 - 30 years
Infrastructure	5 - 40 years

The City capitalizes all capital assets with a useful life of more than one year. Prior to July 1, 2019, the City capitalized all capital assets with a cost greater than \$3,000. Subsequent to that date, the City capitalizes all land purchases and all other capital assets as follows:

Land	\$	-
Land Improvements		50,000
Buildings and Building Improvements		50,000
Infrastructure		50,000
Equipment, Furniture and Vehicles		10,000
Leases and Subscriptions (GASBS 87 and 96)		100,000
Leasehold Improvements		50,000
Construction in Progress for Year End Reporting		50,000 will exceed amount at completion

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**K. Compensated Absences**

City employees accumulate earned but unused vacation which can be converted to cash at termination of employment. For governmental funds, a liability for these amounts is recorded only if they have matured, for example, as a result of employee resignations and retirements. The remaining amounts are reported as a liability in the Statement of Net Position. Proprietary funds' liability for compensated absences is recorded in each proprietary fund. The liability for compensated absences is determined annually.

**L. Long Term Liabilities**

In the government-wide financial statements and the proprietary fund types in the fund financial statements, long-term liabilities, and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position.

In the fund financial statements, the face amount of debt issued is reported as other financing sources. Premiums received are reported as other financing sources, while discounts are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

**M. Net Pension Liability**

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS audited financial statements are publicly available reports that can be obtained from CalPERS' website under Forms and Publications.

**N. Other Post-Employment Benefits (OPEB)**

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense have been determined by an independent actuary. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms.

Generally accepted accounting principles require that the reported results must pertain to liability information within certain defined timeframes. For this report, the following timeframes are used:

Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Measurement Period	June 30, 2021 to June 30, 2022

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

***O. Deferred Outflows/Inflows of Resources***

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net assets that applies to a future period(s) and so will *not* be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period(s) and so will *not* be recognized as an inflow of resources (revenue) until that time.

***P. Interfund Transactions***

Interfund transactions are reflected as either loans, services provided, reimbursements, or transfers. Loans are reported as receivables and payables as appropriate, are subject to elimination upon consolidation and are referred to as either “due to/from other funds” (i.e., the current portion of interfund loans) or “advances to/from other funds” (i.e., the noncurrent portion of interfund loans). Any residual balances outstanding between the governmental activities and the business-type activities are reported in the government-wide financial statements as “internal balances”. Advances between funds, as reported in the fund financial statements, are offset by a fund balance reserve account in applicable governmental funds to indicate that they are not available for appropriation and are not available financial resources.

Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund, and reduces its related cost as a reimbursement. All other interfund transactions are treated as transfers. Transfers between governmental or proprietary funds are netted as part of the reconciliation to the government-wide presentation.

***Q. Net Position and Fund Balance***

**Net Position**

Net position is the excess of all the City’s assets all deferred outflows over all its liabilities and deferred inflows, regardless of fund. Net position is divided into three captions on the Statement of Net Position. These captions apply only to net position, which is determined only at the Government-wide level, and business-type activities and are described below:

*Net Investment in Capital Assets* describes the portion of Net Position which is represented by the current net book value of the City’s capital assets, less the outstanding balance of any debt issued to finance these assets and related deferred inflow of resources.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

**Q. Net Position and Fund Balance, Continued**

*Restricted* describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter.

*Unrestricted* describes the portion of Net Position which is not restricted to use.

**Fund Balance**

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities.

The City's fund balances are classified based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the City prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

*Nonspendables* represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for redevelopment are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then nonspendable amounts are required to be presented as a component of the applicable category.

*Restricted* fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Nonspendable amounts subject to restrictions are included along with spendable resources.

*Committed* fund balances include amounts that can be used only for the specific purposes determined by a formal action of the City Council's highest level of decision-making authority. The City Council can, by adoption of a resolution prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the resolution remains in place until a similar action is taken (the adoption of another resolution) to remove or revise the limitation.

*Assigned* fund balances are amounts constrained by the City's intent to be used for a specific purpose but are neither restricted nor committed. The Authority for assigning fund balance is expressed by the City Council or its designee (i.e., City Manager), as established in the City's Reserve Policy. This category includes nonspendables, when it is the City's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects and Debt Service Funds which have not been restricted or committed.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, Continued**

*Q. Net Position and Fund Balance, Continued*

*Unassigned* fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

Further detail about the City's fund balance classification is described in Note 9.

*R. New, Closed and Renamed Funds*

The following funds were established during the fiscal year:

- The Gateway Business Park Special Revenue Fund – Lathrop Gateway Business Park Specific Plan ("Gateway Business Park") is an industrial park currently being developed by Phelan Haugen Development in the City. Phelan is entitled for approximately 3.2 million square feet of light industrial development. In order for the City to ensure that development continues to pay its own way, a Community Facilities District was formed to cover the maintenance needs of the development.

The following funds were closed during the year:

- Office of Traffic and Safety
- Central Lathrop Specific Plan (CLSP) Services CFD Special Revenue Fund

*S. New Accounting Pronouncement*

*GASB Statement No. 91, Conduit Debt Obligations* – The primary objectives of this Statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The City updated disclosures relating to conduit debt obligations as part of implementation of this statement.

*GASB Statement 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements* – The primary objective of this Statement is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). The requirements of this statement did not apply to the City for the current fiscal year.

*GASB Statement No. 96, Subscription-based Information Technology Arrangements* – This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). The City recognized an intangible assets and SBITA liabilities as part of implementation of this statement.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**2. CASH AND INVESTMENTS**

**A. Policies**

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable pieces of paper called securities instruments, or by an electronic entry registering the owner in the records of the institution issuing the security, called the book entry system.

California Law requires banks and savings and loan institutions to pledge government securities with a fair value of 110% of the City's cash on deposit or first trust deed mortgage notes with a value of 150% of the City's cash on deposit as collateral for these deposits. Under California Law this collateral is held in an investment pool by an independent financial institution in the City's name and places the City ahead of general creditors of the institution pledging the collateral.

The City's investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

Investment income is allocated among funds on the basis of average monthly cash and investment balances in these funds. Interest income on certain investments is allocated based on the source of the investment and legal requirements which apply.

Cash and investments with an original maturity of three months or less are used in preparing proprietary fund statements of cash flows because these assets are highly liquid and are expended to liquidate liabilities arising during the year.

**B. Classification**

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments. Cash and investments as of June 30, 2023, are as follows:

City cash and investments in primary government:	
Cash and investments	\$ 278,899,364
Cash and investments, restricted, with fiscal agents	1,408,865
Total primary government cash and investments	<u>280,308,229</u>
Cash and investments in Fiduciary Funds (separate statement):	
Cash and investments	5,642,239
Cash and investments, restricted, with fiscal agents	16,434,791
Total Fiduciary Funds cash and investments	<u>22,077,030</u>
Total cash and investments	<u>\$ 302,385,259</u>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**2. CASH AND INVESTMENTS, Continued**

*B. Classification, Continued*

Cash and Investments as of June 30, 2023, consist of the following:

Cash on hand	\$	6,260
Cash with financial institutions		143,697,591
Investments		158,681,408
Total Cash and Investments	\$	<u>302,385,259</u>

*C. Investments Authorized by the California Government Code and the City's Investment Policy*

The City's Investment Policy and the California Government Code allow the City to invest in the following, provided the credit ratings of the issuers are acceptable to the City and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code or the City's Investment Policy where it is more restrictive that addresses interest rate risk, credit risk and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustees that are governed by the provisions of debt agreements of the City, rather than the general provisions of the California Government Code or the City's investment policy.

The City's investment policy states that all investments and deposits shall be made in accordance to the California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except for the reserve funds from proceeds of debt issues may be invested in permitted investments specified in the indenture of the debt issue. The City has further restricted authorized investments to the following:

Authorized Investment Type	Maximum Maturity	Maximum Percentage/ Amount of Portfolio	Maximum Investment in One Issuer	Minimum Credit Ratings
Local Government Bonds	5 years	30%	None	A
State Bonds	5 years	30%	None	A
US Treasury Obligations	5 years	None	None	N/A
US Government Agency Issues	5 years	None	None	N/A
Banker's Acceptance	180 days	40%	30%	A
Commercial Paper, Prime Quality	270 days	25%	10%	A
Negotiable Certificates of Deposit	5 years	30%	None	N/A
Repurchase and Reverse Repurchase Agreements	30 days	None	None	A
Medium - Term Notes	5 years	30%	10%	A
Money Market Funds	N/A	20%	None	AAA <sub>m</sub>
Mutual Funds	5 years	20%	10%	AAA <sub>m</sub>
Local Agency Investment Fund ("LAIF")	N/A	None	None	N/A
Joint Power Authority Pool	N/A	None	None	N/A
Supranational Obligations	5 years	30%	None	AA

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**2. CASH AND INVESTMENTS, Continued**

*D. Investments Authorized by Debt Agreements*

The City must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes. The table below identifies the investment types that are authorized for investments held by fiscal agents. The bond indentures contain no limitations for the maximum investment in any one issuer or the maximum percentage of the portfolio that may be invested in any one investment type. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Maximum Percentage/ Amount of Portfolio	Maximum Investment in One Issuer
US Treasury Obligations	None	None	None
US Agency Securities	None	None	None
Mortgage-backed Securities	3 years	None	None
Banker's Acceptance (must be dollar denominated)	360 days	None	None
Certificates of Deposit	None	None	None
Commercial Paper	180 days	None	None
Money Market Funds	N/A	None	None
Local Government Bonds	None	None	None
County Pool	N/A	None	None
Local Agency Investment Fund ("LAIF")	N/A	None	None

*E. Interest Rate Risk*

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**2. CASH AND INVESTMENTS, Continued**

*E. Interest Rate Risk, Continued*

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity or earliest call date:

Investment Type	Measurement Input			Total
	12 Months or Less	13 to 24 Months	25 to 60 Months	
U.S. Treasury Obligations	\$ 2,435,680	\$ 36,498,141	\$ 22,716,836	\$ 61,650,657
U.S. Government Agencies Issues	2,004,931	3,064,838	3,524,837	8,594,606
Supranational Obligations	591,672	438,218	-	1,029,890
Local Agency Investment Fund	73,735,096	-	-	73,735,096
Asset Management Program	10,694,379	-	-	10,694,379
Money Market Mutual Funds	2,976,780	-	-	2,976,780
<b>Total Investments</b>	<b>\$ 92,438,538</b>	<b>\$ 40,001,197</b>	<b>\$ 26,241,673</b>	<b>158,681,408</b>
Cash in Banks and On Hand				143,703,851
<b>Total City Cash and Investments</b>				<b>\$ 302,385,259</b>

The City is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the fair value amount provided by LAIF. For the year ended June 30, 2023, the fair value factor for the City's investments in LAIF was 0.984828499. The balance is available for withdrawal on demand and is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of \$5,000, a maximum transaction amount of \$75 million and at least 24 hours advance notice for withdrawals of \$10 million or more.

Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, United States Treasury Notes and Bills and floating rate securities issued by federal agencies, government-sponsored enterprises, and corporations. At June 30, 2023, LAIF had 2.78% of its portfolio invested in structured notes and asset-backed securities as compared to 1.88% in the prior year.

Bond proceeds accounts are subject to a one-time deposit with no cap and are set up with a monthly draw down schedule.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**2. CASH AND INVESTMENTS, Continued**

**F. Fair Value Hierarchy**

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a summary of the fair value hierarchy of the fair value of investments of the City as of June 30, 2023:

<i>Investments by Fair Value Level:</i>	Level 1	Level 2	Total
U.S. Treasury Obligations	\$ -	\$ 61,650,657	\$ 61,650,657
U.S. Government Agencies Issues	-	8,594,606	8,594,606
Supranational Obligations	-	1,029,890	1,029,890
<b>Total Investments by Fair Value Level</b>	<b>\$ -</b>	<b>\$ 71,275,153</b>	<b>71,275,153</b>
 <i>Investments Measured at Amortized Cost:</i>			
Local Agency Investment Fund			73,735,096
Asset Management Program			10,694,379
Money Market Mutual Funds			2,976,780
<b>Cash in Banks and On Hand</b>			<b>143,703,851</b>
<b>Total Cash and Investments</b>			<b>\$ 302,385,259</b>

For investments classified within Level 2 of the fair value hierarchy, the City's custodians generally use a multi-dimensional relational model. Inputs to their pricing models are based on observable market inputs in active markets. The inputs to the pricing models are typically benchmark yields, reported trades, broker dealer quotes, issuer spreads and benchmark securities, among others. Fair value is defined as the quoted market value on the last trading day of the period. These prices are obtained from various pricing sources by the custodian bank.

**G. Credit Risk**

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The actual ratings as of June 30, 2023, as provided by Standard and Poor's, are as follows:

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**2. CASH AND INVESTMENTS, Continued**

**G. Credit Risk, Continued**

Investment Type	AAAm	AAA	Total
Supranational Obligations	\$ -	\$ 1,029,890	\$ 1,029,890
U.S. Government Agencies Issues	-	61,650,657	61,650,657
US Treasury Obligations	-	8,594,606	8,594,606
Money Market Mutual Funds	2,976,780	-	2,976,780
Totals	\$ 2,976,780	\$ 71,275,153	74,251,933
Not Rated:			
Local Agency Investment Fund			73,735,096
Asset Management Program			10,694,379
Total Investments			\$ 158,681,408

**H. Concentration of Credit Risk**

There were no Investments in any one issuer, other than U.S. Treasury securities, money market mutual funds, and California Local Agency Investment Funds that represent 5% or more of total City-wide investments at June 30, 2023.

**3. INTERFUND TRANSACTIONS**

**A. Long-Term Advances**

As of June 30, 2023, the Sewer Enterprise Fund had a remaining balance of \$1,873,305 owed to the General Fund, which was used to cover capital construction and other related costs. The advances are repaid with future operating revenues over several years.

In the fiscal year ended June 30, 2023, the City loaned the Capital Facility Fees Fund \$7,498,000 for the purpose of funding an animal shelter. The loan will be repaid through fee revenues.

**B. Short-Term Activities**

As of June 30, 2023, the General Fund loaned the State Grants Special Revenue Fund (non-major governmental fund) \$14,604 to cover a temporary cash shortfall.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**3. INTERFUND TRANSACTIONS**

*C. Transfers Between Funds*

With Council approval, resources may be transferred from one City fund to another. Transfers between funds during the fiscal year ended June 30, 2023, were as follows:

Transfers Out	Transfers In						Total
	General Fund	Capital Facility Fees	Streets & Roads	General CIP Projects	Non-Major Governmental Funds	Sewer	
Major Funds:							
General Fund	\$ -	\$ 365,042	\$ 3,682,551	\$ 9,279,576	\$ 5,428,562	\$ -	\$18,755,731
Capital Facilities Fee Special Revenue Fund	481,000	-	1,004,487	10,769,093	-	-	12,254,580
Building Safety & Inspection Special Revenue Fund	498,620	-	-	-	-	-	498,620
Non-Major Governmental Funds	3,292,515	128,000	4,074,417	290,430	1,210,003	43,149	9,038,514
Major Enterprise Funds:							
Water	1,409,110	-	-	100,000	-	-	1,509,110
Sewer	1,647,950	-	-	30,000	-	-	1,677,950
Total	\$ 7,329,195	\$ 493,042	\$ 8,761,455	\$20,469,099	\$ 6,638,565	\$ 43,149	\$43,734,505

The purpose of the General Fund transfers out were to fund various capital projects and, to a lesser extent, to subsidize special revenue funds' operations. Transfers from the Capital Facilities Fee Special Revenue Fund were to fund operations and contribute to capital projects. Transfers from the Building, Safety & Inspection Special Revenue Fund, and the Water and Sewer Enterprise Funds to the General Fund were to help pay for overhead costs. Transfers from Non-Major Governmental Funds to the General Fund and Streets & Roads were to pay for overhead costs and projects, and capital projects, respectively.

*D. Internal Balances*

Internal balances are presented in the entity-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**4. CAPITAL ASSETS**

**A. Capital Asset Additions and Retirements**

Capital assets activity for the year ended June 30, 2023, is as follows:

Governmental Activities	Balance July 1, 2022	Additions	Retirements	Balance June 30, 2023
<b>Capital assets not being depreciated:</b>				
Land	\$ 10,599,729	\$ 2,287,721	\$ -	\$ 12,887,450
Construction in Progress	21,012,408	7,771,284	-	28,783,692
Total capital assets not being depreciated	<u>31,612,137</u>	<u>10,059,005</u>	<u>-</u>	<u>41,671,142</u>
<b>Capital assets being depreciated/amortized:</b>				
Buildings	25,109,553	-	-	25,109,553
Improvements	83,567,296	9,610,242	-	93,177,538
Equipment and Vehicles	5,443,659	1,469,659	-	6,913,318
Infrastructure	215,579,620	59,690,319	-	275,269,939
Equipment and Vehicles - Right-to-use Assets	210,928	1,643,639	(210,928)	1,643,639
Total capital assets being depreciated/amortized	<u>329,911,056</u>	<u>72,413,859</u>	<u>(210,928)</u>	<u>402,113,987</u>
<b>Less accumulated depreciation/amortization:</b>				
Buildings	(4,401,953)	(585,345)	-	(4,987,298)
Improvements	(28,142,067)	(4,064,305)	-	(32,206,372)
Equipment and Vehicles	(2,993,038)	(747,416)	-	(3,740,454)
Infrastructure	(72,425,196)	(5,876,961)	-	(78,302,157)
Equipment and Vehicles - Right-to-use Assets	(81,793)	(548,849)	81,793	(548,849)
Total accumulated depreciation/amortization	<u>(108,044,047)</u>	<u>(11,822,876)</u>	<u>81,793</u>	<u>(119,785,130)</u>
Net capital assets being depreciated/amortization	<u>221,867,009</u>	<u>60,590,983</u>	<u>(129,135)</u>	<u>282,328,857</u>
<b>Governmental Activities Capital Assets, Net</b>	<u>\$253,479,146</u>	<u>\$ 70,649,988</u>	<u>\$ (129,135)</u>	<u>\$323,999,999</u>



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**4. CAPITAL ASSETS, Continued**

**A. Capital Asset Additions and Retirements, Continued**

Business-type Activities	Balance July 1, 2022	Additions	Transfers	Balance June 30, 2023
Capital assets not being depreciated:				
Land	\$ 3,565,179	\$ -	\$ -	\$ 3,565,179
Construction in Progress	10,635,238	7,217,207	(3,172,791)	14,679,654
Total capital assets not being depreciated	<u>14,200,417</u>	<u>7,217,207</u>	<u>(3,172,791)</u>	<u>18,244,833</u>
Capital assets being depreciated:				
Buildings	3,072	-	-	3,072
Improvements	235,815,251	28,932,796	3,172,791	267,920,838
Equipment and Vehicles	1,630,365	275,150	-	1,905,515
Net capital assets being depreciated	<u>237,448,688</u>	<u>29,207,946</u>	<u>3,172,791</u>	<u>269,829,425</u>
Less accumulated depreciation:				
Buildings	(3,042)	(15)	-	(3,057)
Improvements	(59,754,748)	(5,653,028)	-	(65,407,776)
Equipment and Vehicles	(1,089,793)	(117,908)	-	(1,207,701)
Total accumulated depreciation	<u>(60,847,583)</u>	<u>(5,770,951)</u>	<u>-</u>	<u>(66,618,534)</u>
Net capital assets being depreciated	<u>176,601,105</u>	<u>23,436,995</u>	<u>3,172,791</u>	<u>203,210,891</u>
<b>Business-type Activities Capital Assets, Net</b>	<u>\$ 190,801,522</u>	<u>\$ 30,654,202</u>	<u>\$ -</u>	<u>\$ 221,455,724</u>

**B. Capital Asset Contributions**

Some capital assets may be acquired using federal and State grant funds, or they may be contributed by developers or other governments. These contributions are required to be accounted for as revenues at the time the capital assets are contributed.

**C. Depreciation Allocation**

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program are as follows:

Governmental Activities:	
General government	\$ 431,466
Community development	254,793
Public safety	482,661
Public works	10,576,165
Culture and leisure	77,791
<b>Total Governmental Activities</b>	<u>\$ 11,822,876</u>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**4. CAPITAL ASSETS, Continued**

*C. Depreciation Allocation, Continued*

Business-Type Activities:	
Water	\$ 2,432,538
Sewer	3,338,413
<b>Total Business-Type Activities</b>	<b>\$ 5,770,951</b>

**5. COMPENSATED ABSENCES**

The following is a summary of changes in the City's compensated absences for the fiscal year ended June 30, 2023:

	Balance June 30, 2022	Additions	Retirements	Balance June 30, 2023	Due within one year
Governmental activities	\$ 2,094,974	\$ 379,050	\$ 35,815	\$ 2,438,209	\$ -
Business-type activities	81,537	13,537	2,226	92,848	-
<b>Total</b>	<b>\$ 2,176,511</b>	<b>\$ 392,587</b>	<b>\$ 38,041</b>	<b>\$ 2,531,057</b>	<b>\$ -</b>

**6. LOANS PAYABLE & OTHER LONG-TERM DEBT**

*A. The City's Loans Payable & Other Long-Term Debt*

The City's long-term debt activities for the year ended June 30, 2023, is as follows:

Governmental Activities Long-Term Debt	Balance June 30, 2022	Retirements	Balance June 30, 2023	Current Portion
Financing Agreement Obligation				
2016 Financing Agreement				
2.55%, due 07/15/2029	\$ 2,745,000	\$ 315,000	\$ 2,430,000	\$ 320,000
<b>Total Governmental Activities</b>	<b>\$ 2,745,000</b>	<b>\$ 315,000</b>	<b>\$ 2,430,000</b>	<b>\$ 320,000</b>
Business-type Activities Long-Term Debt	Balance June 30, 2022	Retirements	Balance June 30, 2023	Current Portion
Capital Loan Obligation				
2017 Bank Loan				
2.89%, due 06/01/2032	\$ 8,177,936	\$ 716,294	\$ 7,461,642	\$ 737,145
State Revolving Fund Loan				
2.3086%, due 07/01/2032	5,554,128	482,716	5,071,412	477,753
Compass Bank Loan				
3.50%, due 06/01/2029	3,010,037	386,862	2,623,175	400,664
<b>Total Business-type Activities</b>	<b>\$ 16,742,101</b>	<b>\$ 1,585,872</b>	<b>\$ 15,156,229</b>	<b>\$ 1,615,562</b>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**6. LOANS PAYABLE & OTHER LONG-TERM DEBT, Continued**

**B. Debt Service Requirements**

Future principal and interest payments on all governmental and business-type long-term debt are as follows at June 30, 2023:

Governmental Activities:	Direct Borrowings	
	2016 Financing Agreement	
For the Year Ending June 30	Principal	Interest
2024	\$ 320,000	\$ 57,885
2025	330,000	49,598
2026	340,000	41,055
2027	345,000	32,321
2028	360,000	23,333
2029-2033	735,000	18,934
<b>Total</b>	<b>\$ 2,430,000</b>	<b>\$ 223,126</b>

Business-Type Activities:	Direct Borrowings					
	2017 Bank Loan		State Revolving Fund Loan		Compass Bank Loan	
For the Year Ending June 30	Principal	Interest	Principal	Interest	Principal	Interest
2024	\$ 737,145	\$ 210,316	\$ 477,753	\$ 119,820	\$ 400,664	\$ 88,336
2025	758,604	188,857	494,489	108,727	414,810	74,190
2026	780,687	166,774	505,970	97,376	429,455	59,544
2027	803,412	144,048	517,719	85,762	444,618	44,382
2028	826,800	120,660	529,740	73,878	460,316	28,684
2029-2033	3,554,994	234,848	2,545,741	181,249	473,312	12,432
<b>Total</b>	<b>\$ 7,461,642</b>	<b>\$ 1,065,503</b>	<b>\$ 5,071,412</b>	<b>\$ 666,812</b>	<b>\$ 2,623,175</b>	<b>\$ 307,568</b>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**6. LOANS PAYABLE & OTHER LONG-TERM DEBT, Continued**

*C. Description of the City's Loans Payable & Other Long-Term Debt Issues*

**City Hall Loan** - On June 1, 2016, the City entered into a financed purchase with the Lathrop Financing Authority (Authority) for the existing City Hall building, in the amount of \$4,190,000 with a 2.55% annual interest rate. On the same date, the Authority assigned its rights under the purchase agreement to Capital One Public Funding, LLC. The proceeds of the financed purchase obligation, together with available funds from the City, were used to advance refund the outstanding 2004 Obligation amounting to \$6,640,000. A total of \$6,787,680 was deposited into an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded 2004 Obligation. As a result, the 2004 Obligation was considered defeased and the liability for the 2004 Obligation has been removed from the Statement of Net Position as of June 30, 2016. On July 15, 2016, the 2004 Obligation was prepaid fully. This advance refunding reduced the City's total debt service payments over 15 years by \$2,901,765 and obtained an economic gain (difference between the present values of the debt service payments on the old and new debt) of \$950,783. Due to the timing of debt service payments on July 15th of each year, the City prepays the principal and interest.

The 2016 City Hall Financing Obligation is secured by the City Hall building at 390 Towne Centre Drive, Lathrop, California. The outstanding amount contains a provision that in an event of default, Lathrop Financing Authority may terminate the agreement, rent out all or any portion of the property, or hold the City liable for the payment of all base rental obligations and be reimbursed for any deficiency arising out of re-renting the property.

**2017 Bank Loan** - On May 18, 2017, the City entered into a loan agreement with Opus Bank, in the amount of \$11,455,000 with a 2.89% annual interest rate. The purpose of the loan proceeds was to refinance the 2003 Revenue Bonds. A total of \$11,328,241 was deposited into an irrevocable trust with an escrow agent to provide funds for the future debt service payment on the refunded 2003 Bonds. As a result, the 2003 Bonds were considered defeased and the liability for the 2003 Bonds had been removed from the Statement of Net Position as of June 30, 2017. On June 1, 2017, the 2003 Bonds were repaid fully. This refunding reduced the City's total debt service payments over 15 years by \$6,829,468 and obtained an economic gain (difference between the present values of the debt service payments on the old and new debt) of \$3,857,309. The interest and principal payments are due June 1 and December 1.

**State Revolving Fund Loan** - The City entered into an agreement with the California Department of Public Health in the amount of \$10,929,000. Funds are for the Water Supply Arsenic Reduction Project. Repayment of this loan started on January 1, 2013. Terms of the note include a twenty-year repayment period and a 2.3% interest rate. Principal and interest payments are paid semiannually. The City's net water system revenues have been pledged for the repayment of debt service on loan.

The State Revolving Fund Loan is secured by a promissory note. The outstanding loan amount contains a provision that in an event of default, the State can declare the City's obligation immediately due and payable.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**6. LOANS PAYABLE & OTHER LONG-TERM DEBT, Continued**

*C. Description of the City's Loans Payable & Other Long-Term Debt Issues, Continued*

**Compass Bank Loan** - During fiscal year 2011-12, the City entered into a loan agreement with Compass Bank in the amount of \$6,203,000. The proceeds from the loan were used to refund the 2000A Certificates of Participation (2000A COPs). Interest on the Compass Loan is payable semi-annually on December 1 and June 1 of each year through the year 2029. Repayment of this loan started on December 1, 2012.

The 2017 Bank Loan and Compass Bank Loan are secured by a pledge of and lien on the net revenues of the Water System. The outstanding loan amount contains a provision that in an event of default, the loans will bear interest at the default rate, a rate of interest equal to the interest rate plus 3 percent and 5 percent, respectively, or the outstanding loan amount may become immediately due and payable.

For the fiscal year June 30, 2023, net revenues of the Water Enterprise Fund amounted to \$2,839,196 which represented coverage of 2.57 times the \$1,103,156 debt service on the 2017 Bank Loan and Compass Bank Loan.

**7. SPECIAL ASSESSMENT/COMMUNITY FACILITY DISTRICT DEBT WITHOUT CITY COMMITMENT**

Special Assessment Districts in various parts of the City have issued debt to finance infrastructure improvements and facilities within their boundaries. The City is the collecting and paying agent for the debt issued by these Districts but has no direct or contingent liability or moral obligation for the payment of this debt. Therefore, this debt is not included as long-term debt of the City. The outstanding balance of each of these issues as of June 30, 2023 is as follows:

Mossdale Assessment District Refunding 2015	\$ 4,605,000
Lathrop Financing Authority Special Tax Revenue Bonds (Mossdale Village Reassessment District No. 2013-1) 2013 Series	7,590,000
Lathrop Financing Authority Special Tax Revenue Bonds (Community Facilities No. 2003-1) 2013 Series A	4,745,000
Crossroad Assessment District Series 2015	8,655,000
Joint Wastewater Project CFD 2003-2	4,725,000
Lathrop Sanitary Sewer Assessment District No. 1	160,000
Community Facilities District No. 2018-1	12,570,000

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**8. LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS**

The City records several leases payable for tangible assets, as well as on software subscriptions (SBITAs).

Lease and SBITA agreements are summarized as follows:

Description	Date	Payment Terms	Payment Amount	Interest Rate	Balance June 30, 2023
Storage server	2/28/2021	3 years	\$ 3,204	0.00%	\$ 22,429
Rubrik data backup	7/26/2022	3 years	3,547	0.00%	85,130
Police cameras and tasers	3/15/2023	4-5 years	90,519	0.00%	292,289
Camera software	3/15/2023	4-5 years	85,975	0.00%	254,943
Integrated police software	3/13/2023	5 years	110,000	0.00%	440,000
Total Leases and SBITAs					\$ 1,094,791

**Integrated police software** - original subscription amount: \$550,000 - The software provided by Peregrine Technologies Inc. provides a real time data analysis and visualization systems that integrates data from a broad range of law enforcement software, including Computer Aided Dispatch (CAD) provided by RIMS, Records Management System (RMS) provided by RIMS, License Plate Readers (LPR) provided by Vigilant insight, and Flock Fleet 3, Video Management System (VMS) provided by Avigilon and Digital Evidence Management System (DEMS) provided by Evidence.com.

**Police cameras and tasers, and related camera software** - original lease amount: \$438,076, original subscription amount: \$412,521 - Axon Enterprises, Inc. provides body cameras, tasers and in car video equipment to the City's police force. The Axon system unifies the operation of body cameras, tasers and in car video and provides storage for all the data gathered from them. The system allows retrieval and use that complies with all legal requirements and is easily retrievable by all authorized personnel. The equipment will be maintained by Axon and will be replaced when necessary, avoiding the need for highly technical staff support and assuring the equipment remains functional and evidence produced will be legally viable. Axon also provides training and support for all their products leased by the City.

**Storage server** - original lease amount \$115,348 - Hewlett Packard Financial Services leases a storage server to the City which is ultimately used by all departments.

**Rubrik data backup** - original lease amount \$127,695 - Hewlett Packard Financial Services leases a Rubrik backup server which is indirectly used by all departments.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**8. LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS, Continued**

Annual requirements to amortize long-term obligations and related interest are as follows:

Year Ending June 30	Principal	Interest
2024	\$ 351,487	\$ -
2025	329,058	-
2026	283,511	-
2027	130,735	-
	<u>\$ 1,094,791</u>	<u>\$ -</u>

**9. FUND BALANCE**

**A. Minimum Fund Balance Policies**

The City Council has established a fund balance reserve policy with the adoption of resolution 10-3102 that deemed it desirable for the City to retain a contingency reserve level of 50% of the adjusted appropriation for any given year. The reserve balance shall not be reduced below 10% of the General Fund's adjusted appropriations. The contingency reserve is allocated to two categories: Economic Uncertainty Reserve, and Exposure and Emergency Reserves.

The Economic Uncertainty Reserve consists of 75% of the Contingency Reserve Balance. It is maintained to minimize the effects of major economic uncertainties, including local disasters, State budget deficits and other severe financial hardships or unforeseen changes in revenues and/or expenditures and is available for budget stabilization. At June 30, 2023, the Economic Uncertainty Reserve amounted to \$5,284,153.

The Exposure and Emergency Reserves consist of 25% of the Contingency Reserve Balance. Exposure Reserves are maintained to minimize the immediate financial impact of potential costs not covered by the City's insurance program, such as claim costs within the City's deductibles, major costs associate with disasters and other events which will not be reimbursable by insurance, or Federal or State Government. Emergency Reserve is maintained to minimize all unforeseen events not covered in the Economic Uncertainty Reserve and Exposure Reserves. At June 30, 2023, the Exposure and Emergency Reserves amounted to \$1,761,384.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**9. FUND BALANCE, Continued**

**B. Fund Balances**

Detailed classifications of the City's fund balances, as of June 30, 2023, are below:

	General Fund	Capital Facilities Fee	Building Safety & Inspection	Streets and Roads Capital Projects	General CIP Projects	Other Governmental Funds	Total
<b>Nonspendables:</b>							
Items not in spendable form:							
Advances to other funds	\$ 9,371,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,371,305
Prepays	394,832	-	-	-	-	-	394,832
<b>Total Nonspendable</b>	<b>9,766,137</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,766,137</b>
<b>Restricted for:</b>							
Recycling projects	-	-	-	-	-	1,386,731	1,386,731
Capital Projects	-	10,077,353	11,969,931	-	12,340,566	27,643,754	62,031,604
Public safety	-	-	-	-	159,891	334,518	494,409
Traffic and transportation	-	16,825,738	-	8,624,058	-	126,759	25,576,555
Parks and recreation	-	17,622,289	-	-	1,092,420	1,734,092	20,448,801
Streets and roads contracts	-	-	-	-	-	14,355,311	14,355,311
Measure K	-	-	-	-	-	666,837	666,837
Community improvements	-	-	-	-	-	73,122	73,122
<b>Total Restricted</b>	<b>-</b>	<b>44,525,380</b>	<b>11,969,931</b>	<b>8,624,058</b>	<b>13,592,877</b>	<b>46,321,124</b>	<b>125,033,370</b>
<b>Committed to:</b>							
Contingency/emergency	7,045,537	-	-	-	-	-	7,045,537
Fiscal stabilization	1,850,000	-	-	-	-	-	1,850,000
Capital projects	-	-	-	-	96,939	-	96,939
Street reserves	9,464,340	-	-	-	-	-	9,464,340
Landscape reserves	3,000,000	-	-	-	949,999	-	3,949,999
Public safety	-	-	-	-	2,101,347	-	2,101,347
Traffic and transportation	-	-	-	2,664,730	-	-	2,664,730
Parks and recreation	-	-	-	-	1,742,994	-	1,742,994
Retirement stability	4,900,000	-	-	-	-	-	4,900,000
Water & sewer rate stabilization	4,747,725	-	-	-	-	-	4,747,725
Capital equipment	2,937,190	-	-	-	-	-	2,937,190
Measure C essential city services	6,058,049	-	-	-	-	-	6,058,049
Economic development	444,672	-	-	-	-	-	444,672
<b>Total Committed</b>	<b>40,447,513</b>	<b>-</b>	<b>-</b>	<b>2,664,730</b>	<b>4,891,279</b>	<b>-</b>	<b>48,003,522</b>
<b>Unassigned:</b>							
Fund deficits	-	-	-	-	-	(409,608)	(409,608)
Residual fund balance	6,145,676	-	-	-	-	-	6,145,676
<b>Total Unassigned</b>	<b>6,145,676</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(409,608)</b>	<b>5,736,068</b>
<b>Total Fund Balances</b>	<b>\$ 56,359,326</b>	<b>\$ 44,525,380</b>	<b>\$ 11,969,931</b>	<b>\$ 11,288,788</b>	<b>\$ 18,484,156</b>	<b>\$ 45,911,516</b>	<b>\$188,539,097</b>



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**9. FUND BALANCE, Continued**

**C. Encumbrances**

The City utilized an encumbrance system during fiscal year 2023 to assist in controlling expenditures. Under this system, governmental funds are encumbered when purchase orders, contracts, or other commitments are signed or approved. The following are encumbrances at June 30, 2023, that will be carried over to the following fiscal year:

General Fund	\$	6,037,482
Building Safety & Inspection Special Revenue Fund		259,304
Streets and Roads Capital Project Fund		298,009
General CIP Projects		578,587
Non-Major Funds		1,094,585

**10. PENSION PLAN**

**A. General Information about the Pension Plan**

*Plan Description* - All qualified permanent and probationary employees are eligible to participate in the Public Agency Cost-Sharing Multiple-Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees’ Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous risk pools. Accordingly, rate plans within the safety or miscellaneous pools are not separate plans under GASB Statement No. 68. Individual employers may sponsor more than one rate plan in the miscellaneous or safety risk pools. The City sponsors 4 rate plans (3 miscellaneous and 1 safety). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

*Benefits Provided* - CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members who must be public employees, and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees’ Retirement Law.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**10. PENSION PLAN, Continued**

**A. General Information about the Pension Plan, Continued**

The Plan's provisions and benefits in effect at June 30, 2023, are summarized as follows:

	Miscellaneous		
	Classic	Tier 2	PEPRA
	Prior to January 1, 2013	July 1, 2010 to December 31, 2012	After December 31, 2012
Hire Date			
Benefit formula	2% 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payment	Monthly for life	Monthly for life	Monthly for life
Retirement age	55	60	62
Monthly benefits, as a % of annual salary	2.00%	2.00%	2.00%
Required employee contribution rates	6.92%	6.93%	7.75%
Required employer contribution rates	11.84%	10.10%	7.68%
Required UAL payment	\$621,595	\$14,776	\$9,885
		Safety - PEPRA	
		On or after	
		January 1, 2013	
Hire Date		2% @57	
Benefit formula		5 years service	
Benefit vesting schedule		Monthly for life	
Benefit payment		57	
Retirement age		2.70%	
Monthly benefits, as a % of annual salary		14.50%	
Required employee contribution rates		14.72%	
Required employer contribution rates		\$0	
Required UAL payment			

**Contributions** - Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the measurement period ended June 30, 2022, the City's total contributions to the Plan were \$1,200,855.

**B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2023, the City reported a net pension liability for its proportionate share of the net pension liability (asset) of the Plan of \$ 7,966,383.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**10. PENSION PLAN, Continued**

*B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued*

The City's net pension liability for the Plan is measured as the proportionate share of the, and the total pension liability for the Plan used to calculate the net pension liability was determined by actuarial valuations as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. The City's proportionate share of the net pension liability was based on the Agency's plan liability and asset-related information where available, and proportional allocations of individual plan amounts as of the valuation date where not available.

The City's proportionate share of the net pension liability for the Plan as of the measurement dates June 30, 2021 and 2022 were as follows:

Proportion - June 30, 2021	0.05487%
Proportion - June 30, 2022	0.06897%
Change - Increase (Decrease)	0.01410%

For the year ended June 30, 2023, the City recognized pension expense of \$1,601,901. At June 30, 2023 the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	\$ 2,013,295	\$ -
Changes in assumptions	816,323	
Differences between actual and expected experience	159,980	107,148
Changes in employer's proportion	559,250	-
Difference in proportionate share of contributions	-	280,788
Net difference projected and actual investment earnings	1,459,233	-
Total	<u>\$ 5,008,081</u>	<u>\$ 387,936</u>

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**10. PENSION PLAN, Continued**

***B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued***

\$2,013,295 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30	Annual Amortization
2024	\$ 755,503
2025	627,014
2026	331,817
2027	892,516

***Actuarial Assumptions*** - For the measurement period ended June 30, 2021, the total pension liability was determined using the following assumptions:

Valuation date	June 30, 2021
Measurement date	June 30, 2022
Actuarial cost method	Entry-Age Normal Cost Method
<b>Actuarial Assumptions:</b>	
Discount rate	6.90%
Inflation	2.30%
Projected salary increase	Varies by Entry Age and Service
Mortality rate table (1)	Derived using CalPERS Membership Data for all Funds(2)
Post retirement benefit increase	Contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies 2.30% thereafter.

(1) The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using the Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**10. PENSION PLAN, Continued**

*B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued*

*Discount Rate* - The discount rate used to measure the total pension liability as of the measurement date of June 30, 2022 for the Plan was 6.90%, which differs from the discount rate used as of the measurement date of June 30, 2021, of 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability. A detailed report testing these projections can be obtained from the CalPERS website.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

The expected real rate of return by asset class are as follows:

Asset Class	Current Target Allocation	Real Return (a, b)
Global Equity - cap-weighted	30.00%	4.45%
Global Equity - non-cap-weighted	12.00%	3.84%
Private Equity	13.00%	7.28%
Treasury	5.00%	0.27%
Mortgage-backed Securities	5.00%	0.50%
Investment Grade Corporates	10.00%	1.56%
High Yield	5.00%	2.27%
Emerging Market Debt	5.00%	2.48%
Private Debt	5.00%	3.57%
Real Assets	15.00%	3.21%
Leverage	-5.00%	-0.59%
Total	100%	

(a) - An expected inflation of 2.30% used for this period.

(b) - Figures are based on the 2021-22 Asset Liability Management study.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**10. PENSION PLAN, Continued**

*B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions, Continued*

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate - The following presents the City's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (5.90%) or 1-percentage point higher (7.90%) than the current rate:

1% Decrease	5.90%
Net Pension Liability	\$ 12,944,507
Current Discount Rate	6.90%
Net Pension Liability	\$ 7,966,383
1% Increase	790.00%
Net Pension Liability	\$ 3,870,624

*Pension Plan Fiduciary Net Position* - Detailed information about the pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

At June 30, 2023, the City reported a payable of \$0 for the outstanding amount of contributions to the pension plan required for the year ended June 30, 2023.

**11. OTHER POST - EMPLOYMENT BENEFITS**

*A. General Information about the City's Other Post - Employment Benefit (OPEB) Plan*

*Plan Description* - The City's Post - Employment Benefit Plan is an agent multiple-employer defined benefit OPEB plan.

By resolution and through agreements with its labor units, the City provides certain health care benefits for retired employees. The City in the CalPERS health care plan, which is governed under the California Public Employees Health and Medical Care Act (PEMCHA). The City also participates in the California Employers Retirees Benefit Trust (CERBT), an irrevocable trust established to fund OPEB. CERBT is an agent multiple-employer defined benefit other postemployment benefits plan administered by CalPERS, and is managed by an appointed board not under the control of the City Council. CERBT consists of participating employers of the State of California and public agencies. Individual employers may establish more than one plan.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**A. General Information about the City's Other Post - Employment Benefit (OPEB) Plan, Continued**

The CERBT was established by Chapter 331 of the 1988 California Statutes, and employers elect to participate in the CERBT to pre-fund health, dental, and other non-pension postemployment benefits for their retirees and survivors. The CERBT has pooled administrative and investment functions, while separate employer accounts are maintained to prefund and pay for health care or other postemployment benefits in accordance with the terms of the participating employers' plans. There are three CalPERS Board approved investment strategies for employers to choose from depending on their expected levels of return and volatility. Benefit provisions are established by participating employers.

The CERBT Trust is not considered a component unit by the City and has been excluded from these financial statements. Separately issued financial statements for CERBT may be obtained from CALPERS at P.O. Box 942709, Sacramento, California 94229-2709.

**Benefits Provided** - The following is a summary of Plan benefits by employee group as of June 30, 2023:

Tier	Hire Date	Retirement Date	Eligibility	Benefit Prior to Retiree's (or Surviving Spouse's) Eligibility for Medicare	Benefit After Retiree's (or Surviving Spouse's) Eligibility for Medicare
1	Before 7/1/2014	On or before 12/31/2014	Age 50 within 5 years of PERS service	Benefit according to previous Unequal PEMHCA Resolution (i.e., no change for this group). 100% of premium for the retiree and any eligible covered dependents, up to \$1,536 per month in 2018, increasing by \$100 each calendar year until such time as it is equal to active employee per month in each City contribution.	
2	Before 7/1/2014	After 12/31/2014	Age 50 within 5 years of PERS service	PEMHCA Minimum Employer Contribution (MEC)	PEMHCA Minimum Employer Contribution (MEC)
			Age 55 within 5 years of PERS service	100% of the premium for retiree plus one up to the monthly cap for active employees*	
2	After 7/1/2014	Any	Age 50 within 5 years of PERS service	PEMHCA Minimum Employer Contribution (MEC)	PEMHCA Minimum Employer Contribution (MEC)
			Age 55 within 5 years of PERS service	100% of the premium for retiree and dependants, up to the following percentages of the monthly cap for active employees* 5 years of service: 25% 10 years of service: 50% 15 years of service: 100%	

\* In 2023, the City contributed a maximum of \$1,915 per month toward medical coverage for active employees and their dependents. This amount will increase annually by 50% of premium increase for the median cost medical plan, not to exceed 5.5% per year.

For the measurement period ended June 30, 2022, the City's contributions to the Plan were \$517,163, which were comprised of contributions to the trust of \$391,544 and implicit subsidy payments of \$125,619.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

*A. General Information about the City's Other Post - Employment Benefit (OPEB) Plan, Continued*

*Employees Covered by Benefit Terms* - Membership in the plan consisted of the following at the measurement date of June 30, 2022:

Active Employees	117
Inactive employees or beneficiaries currently receiving benefits	26
Inactive employees entitled to but not yet receiving benefits	8
Total	151

*B. Net OPEB Liability*

*Actuarial Methods and Assumptions* - The City's net OPEB liability was measured as of June 30, 2022, and the total OPEB liability was determined by an actuarial valuation dated June 30, 2021. These are the following actuarial methods and assumptions:

	Actuarial Assumptions
Valuation Date	June 30, 2021
Measurement Date	June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost, level percent of pay
Actuarial Assumptions:	
Discount Rate	6.10%
Inflation	2.50%
Payroll Growth	3.00%
Investment Rate of Return	6.10%
Mortality Improvement	MacLeod Watts Scale 2022 applied generationally from 2010
Healthcare Trend Rate	5.8% decreasing to 3.9% in 2076 and later

Demographic actuarial assumptions used in this valuation are based on the 2021 experience study of the California Public Employees Retirement System using data from 1997 to 2019, except for a different basis used to project future mortality improvements.



**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

*B. Net OPEB Liability, Continued*

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation
Global Equity	49.00%
Fixed Income	23.00%
Real Estate Investment Trusts	20.00%
Treasury Inflation Protection Securities	5.00%
Commodities	3.00%
Total	100%

*Change of Assumptions* - For the measurement date of June 30, 2022, there were no changes in assumptions.

*Discount Rate* - The discount rate used to measure the total OPEB liability was 6.10%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

**C. Changes in Net OPEB Liability**

The changes in the total OPEB liability follows:

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability/(Asset) (c) = (a) - (b)
Balance at Measurement Date 6/30/2021	\$ 6,015,883	\$ 5,767,952	\$ 247,931
Changes Recognized for the Measurement Period:			
Service Cost	301,667	-	301,667
Interest on the total OPEB liability	374,645	-	374,645
Expected investment income	-	-	-
Contributions from the employer	-	-	-
Changes in benefit terms	-	356,849	(356,849)
Administrative expenses	-	517,163	(517,163)
Other Expenses (one time)	-	(1,453)	1,453
Benefit payments	(351,661)	(351,661)	-
Changes of assumptions	-	-	-
Plan experience	-	-	-
Investment experience	-	(1,387,482)	1,387,482
Net changes	324,651	(866,584)	1,191,235
Balance at Measurement Date 6/30/2022	\$ 6,340,534	\$ 4,901,368	\$ 1,439,166

**D. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates**

The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.80%) or 1-percentage-point higher (7.80%) than the current discount rate:

Net OPEB Liability/(Asset)		
Discount Rate -1% (5.10%)	Discount Rate (6.10%)	Discount Rate +1% (7.10%)
\$ 2,082,054	\$ 1,439,166	\$ 888,328

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

*D. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates, Continued*

The following presents the net OPEB liability of the City, as well as what the City's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

Net OPEB Liability/(Asset)		
Healthcare Cost Trend Rates		
1% Decrease	Current Rate	1% Increase
\$ 792,327	\$ 1,439,166	\$ 2,210,478

*E. OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB*

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

For the year ended June 30, 2023, the City recognized OPEB expense of \$396,102. At June 30, 2023, the City reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions subsequent to measurement date	\$ 405,006	\$ -
Differences between actual and expected experience	-	236,849
Changes in assumptions	121,988	34,409
Net difference projected and actual earnings on plan investments	644,480	-
<b>Total</b>	<b>\$ 1,171,474</b>	<b>\$ 271,258</b>

\$405,006 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2024.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**11. OTHER POST - EMPLOYMENT BENEFITS, Continued**

*E. OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB, Continued*

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as part of OPEB expense as follows:

Year Ending June 30	Annual Amortization
2024	\$ 80,735
2025	71,167
2026	64,549
2027	265,592
2028	(9,918)
Thereafter	23,085

**12. RISK MANAGEMENT**

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The City participates in the Central San Joaquin Valley Risk Management Authority (CSJVRMA), a public entity risk pool currently operating as a common risk management and insurance program for 55 cities. The purpose of CSJVRMA is to spread the adverse effect of losses among the members and to purchase excess insurance as a group, thereby reducing its expense.

The City's deductibles and maximum coverage follows:

Coverage	Deductible	CSJVRMA	Excess Liability	ERMA
Workers Compensation	\$ 25,000	\$ 500,000	Statutory Limits	\$ -
General and automobile liability	25,000	1,000,000	54,000,000	-
Property damage	5,000 to 10,000	25,000	1,000,000,000	-
High value auto program	2,000	10,000 or 50,000	1,000,000,000	-
Boiler and machinery	Various	1,000,000,000	-	-
Employment Practices Liability	25,000	-	2,000,000	1,000,000

The City contributes its pro rata share of anticipated losses to a pool administered by CSJVRMA. Should actual losses among participants be greater than the anticipated losses, the City will be assessed its pro rata share of that deficiency. Conversely, if the actual losses are less than anticipated, the City will be refunded its pro rata share of the excess. The City paid CSJVRMA premiums and ERMA premiums totaling \$2,216,127 during the fiscal year ended June 30, 2023. Settled claims have not exceeded commercial excess liability coverage in any of the past three fiscal years.

The City is also a member of Employment Risk Management Authority (ERMA), which covers wrongful employment practices.

The City did not record a liability for outstanding claims at fiscal year-end, as the claims were minimal.

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**13. COMMITMENTS AND CONTINGENCIES**

The City participates in several Federal and State grant programs. These programs are subject to audits by the City's independent accountants in accordance with the provisions of the Federal Single Audit Act as amended and applicable State requirements. No cost disallowances have been proposed as a result of these audits. However, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

The City is subject to litigation arising in the normal course of business. These matters do not have a determined effect on the financial statements at this time.

**14. PRIOR PERIOD ADJUSTMENTS**

The City adjusted the opening balances for the following funds and reasons:

- General Fund - to delay the recognition of ARPA revenues in order to match the expenditures made in the fiscal year ended June 30, 2023.
- Nonmajor governmental funds - to add a missing corresponding receivable to match the payable that was accrued in the prior year.
- Custodial funds - to remove the remaining "Due to Others" which was outstanding from before the implementation of GASB Statement 84 - *Fiduciary Activities*.
- Enterprise funds and custodial funds - to move a water sub-fund to custodial due to the nature of the sub-fund.

	Fund Balance, as Previously Reported at June 30, 2022	Prior Period Adjustments		Fund Balance, as Restated at June 30, 2022
		Grant Receivables	ARPA Revenue	
Governmental Funds:				
General Fund	\$ 52,874,312	\$ -	\$ (2,928,427)	\$ 49,945,885
Nonmajor governmental funds	37,850,747	518,438	-	38,369,185
	<u>Net Position, as Previously Reported at June 30, 2022</u>	<u>Grant Receivables</u>	<u>ARPA Revenue</u>	<u>Net Position, as Restated at June 30, 2022</u>
Statement of Net Position:				
Governmental activities	\$ 421,251,014	\$ 518,438	\$ (2,928,427)	\$ 418,841,025

**City of Lathrop**  
**Notes to Basic Financial Statements**  
**For the Year Ended June 30, 2023**

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**14. PRIOR PERIOD ADJUSTMENTS, Continued**

	Net Position, as Previously Reported at June 30, 2022	Prior Period Adjustments		Net Position, as Restated at June 30, 2022
		Prior Period Adjustment for Due to Others	Water Sub-fund Recategorization	
Proprietary Funds:				
Water Fund	\$ 88,417,047	\$ -	\$ (2,417,484)	\$ 85,999,563
Statement of Net Position:				
Business-type activities	\$ 246,497,872		\$ (2,417,484)	\$ 244,080,388
Fiduciary Funds:				
Custodial Funds	\$ 4,298,198	\$ 4,523,962	\$ 2,417,484	\$ 11,239,644

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**REQUIRED  
SUPPLEMENTARY INFORMATION**

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**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2023**

*Cost Sharing Multiple Employer Plan*  
*Schedule of Proportionate Share of the Net Pension Liability - Last 10 Fiscal Years \**

	6/30/2015	6/30/2016	6/30/2017	6/30/2018
Proportion of the net pension liability	0.05770%	0.04556%	0.04980%	0.05243%
Proportionate share of the net pension liability	\$ 3,590,219	\$ 3,127,249	\$ 4,309,662	\$ 5,199,968
Covered payroll	\$ 4,501,607	\$ 4,364,310	\$ 5,148,017	\$ 5,568,372
Proportionate share of the net pension liability as percentage of covered payroll	79.75%	71.66%	83.71%	93.38%
Plan's (PERF-C) fiduciary net position as a percentage of the total pension liability	79.82%	78.40%	74.06%	73.31%

**Notes to the schedule:**

\*Fiscal year 2015 was the 1st year of implementation, therefore only nine years are shown.

The CalPERS discount rate was increased from 7.5% to 7.65% in fiscal year 2016, decreased from 7.65% to 7.15% in fiscal year 2018, and then decreased from 7.15% to 6.9% in fiscal year 2023.

The CalPERS mortality assumptions were adjusted in fiscal year 2019.



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	6/30/2019	6/30/2020	6/30/2021	6/30/2022	6/30/2023
	0.05269%	0.05586%	0.05897%	0.05487%	0.06897%
\$	5,077,307	\$ 5,723,799	\$ 6,416,539	\$ 2,967,660	\$ 7,966,383
\$	6,004,176	\$ 6,384,728	\$ 6,808,162	\$ 7,021,189	\$ 8,113,507
	84.56%	89.65%	94.25%	42.27%	98.19%
	75.26%	75.26%	75.10%	88.29%	76.68%

**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2023**

**Cost Sharing Multiple Employer Plan**  
**Schedule Of Plan Contributions - Last 10 Fiscal Years \***

<u>Miscellaneous Rate Plan</u>	2015	2016	2017	2018
Actuarially determined contribution	\$ 523,329	\$ 369,225	\$ 434,033	\$ 465,746
Contributions in relation to actuarially deemed contributions	(523,329)	(369,225)	(434,033)	(465,746)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 4,364,310	\$ 5,148,017	\$ 5,568,372	\$ 6,004,176
Contributions as a percentage of covered payroll	11.99%	7.17%	7.79%	7.76%

**Note to Schedule:**

\*Fiscal year 2015 was the 1st year of implementation, therefore only nine years are shown.

**Methods and assumptions used to determine contribution rates:**

Valuation date (for contractually required contribution):	6/30/2012	6/30/2013	6/30/2014	6/30/2015
Actuarial cost method:	Entry Age	Entry Age	Entry Age	Entry Age
Amortization method:	(1)	(1)	(1)	(1)
Assets valuation method	15 Year Smoothed Market Method	Market Value	Market Value	Market Value
Inflation	2.75%	2.75%	2.75%	2.75%
Salary Increases	(2)	(2)	(2)	(2)
Investment rate of return	7.50%	7.50%	7.50%	7.50%
Retirement age	(3)	(3)	(3)	(3)
Mortality	(4)	(4)	(4)	(4)

- (1) Level percentage of payroll, closed
- (2) Depending on age, service, and type of employment
- (3) 50 for all plans, with the exception of 52 for Miscellaneous PEPRA 2%@62
- (4) Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board.

2019	2020	2021	2022	2023
\$ 766,989	\$ 917,576	\$ 1,062,215	\$ 1,200,271	\$ 2,013,295
(766,989)	(917,576)	(1,062,215)	(1,200,271)	(2,013,295)
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 6,384,728	\$ 6,808,162	\$ 7,021,189	\$ 8,113,507	\$ 12,345,922
12.01%	13.48%	15.13%	14.79%	16.31%

6/30/2016	6/30/2017	6/30/2018	6/30/2019	6/30/2020
Entry Age (1)	Entry Age (1)	Entry Age (1)	Entry Age (1)	Entry Age (1)
Market Value	Market Value	Market Value	Market Value	Market Value
2.75%	2.63%	2.50%	2.50%	2.50%
(2)	(2)	(2)	(2)	(2)
7.375%	7.25%	7.00%	7.00%	7.00%
(3)	(3)	(3)	(3)	(3)
(4)	(4)	(4)	(4)	(4)

**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2023**

*Schedule of Changes in the Net OPEB Liability and Related Ratios - Last 10 Fiscal Years\**

Fiscal year End	6/30/2018	6/30/2019	6/30/2020	6/30/2021
<b>Total OPEB Liability</b>				
Service cost	\$ 228,075	\$ 231,377	\$ 238,897	\$ 247,448
Interest on the total OPEB liability	366,257	359,416	378,925	372,499
Differences between expected and actual experience	(430,189)	-	(134,660)	-
Changes of assumptions	42,010	-	(62,441)	-
Benefit payments	(299,940)	(314,423)	(324,785)	(404,342)
<b>Net change in the total OPEB liability</b>	<b>(93,787)</b>	<b>276,370</b>	<b>95,936</b>	<b>215,605</b>
<b>Total OPEB liability - beginning</b>	<b>5,154,131</b>	<b>5,060,344</b>	<b>5,336,714</b>	<b>5,432,650</b>
<b>Total OPEB liability - ending (a)</b>	<b>\$ 5,060,344</b>	<b>\$ 5,336,714</b>	<b>\$ 5,432,650</b>	<b>\$ 5,648,255</b>
<b>Plan Fiduciary Net Position</b>				
Contribution - employer	\$ 471,077	\$ 495,719	\$ 459,510	\$ 486,383
Net investment income	307,578	276,193	230,777	151,173
Benefit payments	(299,940)	(314,423)	(324,785)	(404,342)
Other expense	-	(4,582)	-	-
Administrative expense	(1,576)	(1,813)	(825)	(2,094)
<b>Net change in plan fiduciary net position</b>	<b>477,139</b>	<b>451,094</b>	<b>364,677</b>	<b>231,120</b>
<b>Plan fiduciary net position - beginning</b>	<b>2,984,872</b>	<b>3,462,011</b>	<b>3,913,105</b>	<b>4,277,782</b>
<b>Plan fiduciary net position - ending (b)</b>	<b>\$ 3,462,011</b>	<b>\$ 3,913,105</b>	<b>\$ 4,277,782</b>	<b>\$ 4,508,902</b>
<b>Net OPEB Liability - ending (a) - (b)</b>	<b>\$ 1,598,333</b>	<b>\$ 1,423,609</b>	<b>\$ 1,154,868</b>	<b>\$ 1,139,353</b>
<b>Plan fiduciary net position as a percentage of the total OPEB liability</b>	<b>68.41%</b>	<b>73.32%</b>	<b>78.74%</b>	<b>79.83%</b>
Covered-employee payroll	\$ 5,982,337	\$ 6,377,387	\$ 6,358,722	\$ 6,549,484
<b>Net OPEB liability as a percentage of covered-employee payroll</b>	<b>26.72%</b>	<b>22.32%</b>	<b>18.16%</b>	<b>17.40%</b>
<b>Assumptions used to develop the results are shown below:</b>				
Measurement Date	6/30/2017	6/30/2018	6/30/2019	6/30/2020
Discount Rate	7.00%	7.00%	6.80%	6.80%
Valuation Data	6/30/2017	6/30/2019		
Actuarial Cost method	Entry Age Normal	Entry Age Normal		
Amortization method:	Closed 30 years	Closed 30 years		
Assets valuation method	Market Value	Market Value		
Inflation	2.75%	2.50%		
Healthcare cost trend rates	7.5% in Jan 2019, step down .5% per year to 5.0% by 2024	5.4% in Jan 2021, Fluctuates down to 4.0% by 2076		
Salary Increases	3.25%	3%		
Discount Rate	7.00%	6.80%		
Retirement age	From 50 to 75	From 50 to 75		
Mortality	2014 CalPERS Experience	2017 CalPERS Experience		
Mortality Improvement	MacLeod Watts Scale 2017	MacLeod Watts Scale 2018		

\* Historical information is required only for measurement periods for which GASB 68 is applicable. Future years' information will be displayed up to 10 years as information becomes available.

6/30/2022	6/30/2023
\$ 254,871	\$ 301,667
388,811	374,645
94,590	-
-	-
(370,644)	(351,661)
367,628	324,651
5,648,255	6,015,883
<u>\$ 6,015,883</u>	<u>\$ 6,340,534</u>

\$ 435,828	\$ 517,163
308,766	(1,030,633)
(370,644)	(351,661)
886,742	-
(1,642)	(1,453)
1,259,050	(866,584)
4,508,902	5,767,952
<u>\$ 5,767,952</u>	<u>\$ 4,901,368</u>
<u>\$ 247,931</u>	<u>\$ 1,439,166</u>

95.88%      77.30%

\$ 7,838,544	\$ 9,931,244
3.16%	14.49%

6/30/2021	6/30/2022
6.10%	6.10%

6/30/2021
Entry Age Normal
Closed 30 years
Market Value
2.50%
5.8% in Jan 2023, decreasing to 3.9% by 2076
3%
6.10%
From 50 to 75
CalPERS 2021 Experience Study
MacLeod Watts Scale 2022

**City of Lathrop**  
**Required Supplementary Information**  
**For the year ended June 30, 2023**

*Schedule of OPEB Contributions - Last 10 Fiscal Years\**

<b>Fiscal Year Ended</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
Actuarially determined contribution	\$ 389,509	\$ 359,460	\$ 369,969	\$ 361,138	\$ 368,885
Contributions in relation to actuarially determined contributions	(495,719)	(459,510)	(396,085)	(435,828)	(517,163)
Contribution deficiency (excess)	\$ (106,210)	\$ (100,050)	\$ (26,116)	\$ (74,690)	\$ (148,278)
Covered employee payroll	\$ 6,377,387	\$ 6,358,722	\$ 6,549,484	\$ 7,838,544	\$ 9,931,244
Contributions as a percentage of covered employee payroll	6.11%	5.65%	5.65%	4.61%	3.71%

\* Historical information is required only for the measurement periods for which GASB 75 is applicable. Fiscal Year 2018 was the first year of implementation. Future years' information will be displayed up to 10 years as information becomes available.

**Notes to Schedule - assumptions used to develop Actuarially determined contribution**

Valuation Data	7/1/2015	6/30/2017	6/30/2019
Actuarial Cost method	Entry Age Normal Level % of pay	Entry Age Normal Level % of pay	Entry Age Normal Level % of pay
Amortization method:	Closed 30 Years	Closed 30 Years	Closed 30 Years
Amortization Period:	23 Yrs remain	22 Yrs remain   21 Yrs remain	20 Yrs remain   19 Yrs remain
Assets valuation method	Market Value	Market Value	Market Value
Inflation	2.75%	2.75%	2.50%
Healthcare cost trend rates	7.5% in Jan 2017, step down to .5% per year to 4.5% by 2023	7.5% in Jan 2019, step down to .5% per year to 5.0% by 2024	5.4% in Jan 2021, fluctuates down to 4.0% by 2076
Salary Increases	3.25%	3.25%	3.00%
Investment rate of return	7.00%	7.00%	6.70%
Retirement age	From 50 to 75	From 50 to 75	From 50 to 75
Mortality	2014 CalPERS Experience Study	2014 CalPERS Experience Study	2017 CalPERS Experience Study
Mortality Improvement	MacLeod Watts Scale 2014	MacLeod Watts Scale 2017	MacLeod Watts Scale 2018

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<b>2023</b>			
\$	405,006		
\$	(405,006)		
<td style="text-align: right;">\$</td> <td style="text-align: right;">-</td>		\$	-
\$	15,989,632		
	2.53%		

6/30/2021
Entry Age Normal Level % of pay
Closed 30 Years
18 Yrs remain
Market Value
2.50%
5.8% in 2023 decreasing to 3.9% by 2076
3.00%
6.10%
From 50 to 75
2021 CalPERS Experience Study
MacLeod Watts Scale 2022

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Fund

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 17,650,000	\$ 23,251,257	\$ 31,612,884	\$ 8,361,627
Licenses and permits	243,820	243,820	347,022	103,202
Intergovernmental	2,050,000	2,050,000	9,365,468	7,315,468
Charges for services	859,358	889,066	763,339	(125,727)
Use of money and property	257,919	257,919	2,284,635	2,026,716
Fines and forfeitures	120,000	120,000	7,893	(112,107)
Miscellaneous	275,875	367,101	273,860	(93,241)
<b>Total revenues</b>	<b>21,456,972</b>	<b>27,179,163</b>	<b>44,655,101</b>	<b>17,475,938</b>
<b>EXPENDITURES:</b>				
Current:				
General government				
City council	66,180	89,282	78,142	11,140
City manager	962,536	1,174,234	995,070	179,164
City clerk	372,552	407,147	407,065	82
City attorney	796,432	813,432	784,146	29,286
Personnel	492,518	626,085	561,986	64,099
Central services	1,025,550	1,316,356	1,106,253	210,103
Finance	1,818,879	2,233,650	1,725,034	508,616
Information technology	2,080,168	3,227,955	3,086,175	141,780
Measure C	2,550,060	1,205,414	628,780	576,634
<b>Total general government</b>	<b>10,164,875</b>	<b>11,093,555</b>	<b>9,372,651</b>	<b>1,720,904</b>
Public safety				
Administration	6,875,421	11,207,633	9,518,177	1,689,456
Community services	771,658	1,666,458	1,083,876	582,582
<b>Total public safety</b>	<b>7,647,079</b>	<b>12,874,091</b>	<b>10,602,053</b>	<b>2,272,038</b>
Community development				
Planning	1,059,763	2,143,604	1,282,316	861,288
<b>Total community development</b>	<b>1,059,763</b>	<b>2,143,604</b>	<b>1,282,316</b>	<b>861,288</b>
Culture and leisure				
Administration	241,370	451,995	403,164	48,831
Senior center	175,759	177,419	161,764	15,655
Recreation programs	82,628	218,411	136,737	81,674
Special events	135,384	277,049	164,598	112,451
Youth development	643,179	656,444	432,070	224,374
Sports	236,235	267,735	166,781	100,954
Facilitates and library	98,523	169,323	65,742	103,581
City hall	-	425,962	343,104	82,858
Building maintenance	-	315,109	261,646	53,463
Park and landscape maintenance	-	769,471	439,147	330,324
<b>Total culture and leisure</b>	<b>1,613,078</b>	<b>3,728,918</b>	<b>2,574,753</b>	<b>1,154,165</b>



# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Fund, continued

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Public works				
Administration	805,901	1,103,239	709,792	393,447
Utility engineering	272,959	290,961	228,834	62,127
Total public works	1,078,860	1,394,200	938,626	455,574
Capital outlay	342,484	2,432,718	2,758,535	(325,817)
Debt service:				
Principal retirement	315,000	315,000	315,000	-
Lease principal retirement	-	367,507	367,507	-
Interest and fiscal charges	66,000	66,000	65,981	19
Total expenditures	22,287,139	34,415,593	28,277,422	12,602,121
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	(830,167)	(7,236,430)	16,377,679	23,614,109
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	6,312,070	10,229,905	7,329,195	(2,900,710)
Transfers out	(4,167,020)	(21,369,566)	(18,755,731)	2,613,835
Lease proceeds	-	-	1,462,298	1,462,298
Total other financing sources (uses)	2,145,050	(11,139,661)	(9,964,238)	(286,875)
<b>Net change in fund balances</b>	<b>\$ 1,314,883</b>	<b>\$ (18,376,091)</b>	<b>6,413,441</b>	<b>\$ 24,789,532</b>
<b>FUND BALANCES:</b>				
Beginning of year			52,874,312	
Restatement			(2,928,427)	
Beginning of year, as restated			49,945,885	
End of year			<u>\$ 56,359,326</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Capital Facility Fees

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 17,239,236	\$ 17,239,236	\$ 11,020,078	\$ (6,219,158)
Use of money and property	-	-	704,944	704,944
<b>Total revenues</b>	<b>17,385,124</b>	<b>17,385,124</b>	<b>11,725,022</b>	<b>(5,660,102)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	243,763	10,452,984	10,452,983	1
<b>Total expenditures</b>	<b>243,763</b>	<b>10,452,984</b>	<b>10,452,983</b>	<b>1</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>17,141,361</b>	<b>6,932,140</b>	<b>1,272,039</b>	<b>(5,660,101)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	493,042	493,042	-
Transfers out	(833,407)	(12,300,895)	(12,254,580)	46,315
<b>Total other financing sources (uses)</b>	<b>(833,407)</b>	<b>(11,807,853)</b>	<b>(11,761,538)</b>	<b>46,315</b>
<b>Net change in fund balances</b>	<b>\$ 16,307,954</b>	<b>\$ (4,875,713)</b>	<b>(10,489,499)</b>	<b>\$ (5,613,786)</b>
<b>FUND BALANCES:</b>				
Beginning of year			55,014,879	
End of year			<b>\$ 44,525,380</b>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Building Safety & Inspection

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Licenses and permits	\$ 2,231,293	\$ 2,231,293	\$ 1,820,591	\$ (410,702)
Charges for services	1,435,421	1,435,421	3,522,093	2,086,672
Use of money and property	-	-	179,493	179,493
Miscellaneous	-	-	4,663	4,663
<b>Total revenues</b>	<b>3,666,714</b>	<b>3,666,714</b>	<b>5,526,840</b>	<b>1,860,126</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	2,289,570	2,864,076	2,049,768	814,308
<b>Total expenditures</b>	<b>2,289,570</b>	<b>2,864,076</b>	<b>2,049,768</b>	<b>814,308</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,377,144</b>	<b>802,638</b>	<b>3,477,072</b>	<b>2,674,434</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(404,270)	(498,620)	(498,620)	-
<b>Total other financing sources (uses)</b>	<b>(404,270)</b>	<b>(498,620)</b>	<b>(498,620)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 972,874</b>	<b>\$ 304,018</b>	<b>2,978,452</b>	<b>\$ 2,674,434</b>
<b>FUND BALANCES:</b>				
Beginning of year			8,991,479	
End of year			<b>\$ 11,969,931</b>	

**City of Lathrop**  
**Notes to Required Supplementary Information**  
**For the Year Ended June 30, 2023**

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**BUDGETS AND BUDGETARY ACCOUNTING**

The City establishes annual budgets for the General and certain special revenue funds, which are adopted on a basis consistent with accounting principles generally accepted in the United States of America. The budgets for the General and certain special revenue funds are the only legally adopted budgets. Budgets for the capital project funds are used for management and control purposes only all appropriations remaining at fiscal year-end lapse. Budgeted amounts are reflected after all applicable amendments and revisions.

The legal level of control (level at which expenditures may not legally exceed budget appropriations) is at the department level. If the expenditures exceed the appropriations, the City Manager is authorized to transfer budgeted amounts between the line items within any department or between divisions within the department.

During the fiscal year, the City made a number of supplemental budget amendments totaling X amount of dollars in revenues and Y amount of dollars in expenditures.

**ADOPTED BUDGETS**

For the fiscal year ending June 30, 2023, the Historic Lathrop Loan Program (HLLP), the Lathrop Land Acquisitions, the DWR Grant - ULOP Project, the Stewart Economic Dev Fee 80%, and the TOT Trust Special Revenue Funds did not adopt an annual budget.

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# SUPPLEMENTARY INFORMATION

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**City of Lathrop  
General Fund  
Year Ended June 30, 2023**

The general Fund is the City's primary Operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. The General Fund is comprised of the following:

**GENERAL PURPOSE FUND**

This fund accounts for all financial resources except those to be accounted for in another fund. It is the general operating fund of the City.

**ECONOMIC DEVELOPMENT FUND**

To account for small business assistance grants approved by Council. The fund was reactivated in fiscal year 2020 due to the impacts of COVID-19.

**MEASURE C ESSENTIAL CITY SERVICES FUND**

To account for revenue and expenditures for the city's Measure C Essential City Services portion.

**City of Lathrop**  
**Combining Balance Sheet**  
**General Funds**  
**June 30, 2023**

	General Purpose Fund	Economic Development	Measure C	Total General Funds
<b>ASSETS</b>				
Cash and investments	\$ 40,477,907	\$ 443,722	\$ 4,362,234	\$ 45,283,863
Receivables:				
Accounts (net of allowance for uncollectibles)	2,628,442	950	1,711,091	4,340,483
Accrued interest	84,609	-	13,200	97,809
Prepays	394,832	-	-	394,832
Advances to other funds	9,371,305	-	-	9,371,305
<b>Total assets</b>	<b>\$ 52,971,699</b>	<b>\$ 444,672</b>	<b>\$ 6,086,525</b>	<b>\$ 59,502,896</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 905,896	\$ -	\$ 28,476	\$ 934,372
Accrued liabilities	370,077	-	-	370,077
Unearned revenue	740,865	-	-	740,865
Deposits payable	1,098,256	-	-	1,098,256
<b>Total liabilities</b>	<b>3,115,094</b>	<b>-</b>	<b>28,476</b>	<b>3,143,570</b>
<b>Fund Balances:</b>				
Nonspendable	9,766,137	-	-	9,766,137
Committed	33,944,792	444,672	6,058,049	40,447,513
Unassigned	6,145,676	-	-	6,145,676
<b>Total fund balances</b>	<b>49,856,605</b>	<b>444,672</b>	<b>6,058,049</b>	<b>56,359,326</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 52,971,699</b>	<b>\$ 444,672</b>	<b>\$ 6,086,525</b>	<b>\$ 59,502,896</b>

# City of Lathrop

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances

### General Funds

For the year ended June 30, 2023

	General Purpose Fund	Economic Development	Measure C	Intrafund Transactions Elimination
<b>REVENUES:</b>				
Taxes and assessments	\$ 21,588,748	\$ -	\$ 10,024,136	\$ -
Licenses and permits	347,022	-	-	-
Intergovernmental	9,365,468	-	-	-
Charges for services	763,339	-	-	-
Use of money and property	2,190,225	5,776	88,634	-
Fines and forfeitures	7,893	-	-	-
Miscellaneous	273,860	-	-	-
<b>Total revenues</b>	<b>34,536,555</b>	<b>5,776</b>	<b>10,112,770</b>	<b>-</b>
<b>EXPENDITURES:</b>				
Current:				
General government	8,743,872	-	628,779	-
Public safety	10,602,053	-	-	-
Community development	1,282,316	-	-	-
Culture and leisure	2,574,753	-	-	-
Public works	938,626	-	-	-
Capital outlay	2,735,307	-	23,228	-
Debt service:				
Principal retirement	315,000	-	-	-
Lease principal retirement	367,507	-	-	-
Interest and fiscal charges	65,981	-	-	-
<b>Total expenditures</b>	<b>27,625,415</b>	<b>-</b>	<b>652,007</b>	<b>-</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>6,911,140</b>	<b>5,776</b>	<b>9,460,763</b>	<b>-</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	9,614,045	-	-	(2,284,850)
Transfers out	(12,180,720)	-	(8,859,861)	2,284,850
Lease and software subscription proceeds	1,462,298	-	-	-
<b>Total other financing sources (uses)</b>	<b>(1,104,377)</b>	<b>-</b>	<b>(8,859,861)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>5,806,763</b>	<b>5,776</b>	<b>600,902</b>	<b>-</b>
<b>FUND BALANCES:</b>				
Beginning of year	46,978,269	438,896	5,457,147	-
Restatement	(2,928,427)	-	-	-
Beginning of year, as restated	44,049,842	438,896	5,457,147	-
End of year	\$ 49,856,605	\$ 444,672	\$ 6,058,049	\$ -



<u>Total</u>	
<u>General</u>	
<u>Funds</u>	
\$	31,612,884
	347,022
	9,365,468
	763,339
	2,284,635
	7,893
	273,860
	<u>44,655,101</u>
	9,372,651
	10,602,053
	1,282,316
	2,574,753
	938,626
	2,758,535
	315,000
	367,507
	65,981
	<u>28,277,422</u>
	16,377,679
	7,329,195
	(18,755,731)
	1,462,298
	<u>(9,964,238)</u>
	6,413,441
	52,874,312
	(2,928,427)
	49,945,885
\$	<u>56,359,326</u>

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Purpose Fund

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		Positive (Negative)
<b>REVENUES:</b>				
Taxes and assessments	\$ 11,650,000	\$ 13,227,120	\$ 21,588,748	\$ 8,361,628
Licenses and permits	243,820	243,820	347,022	103,202
Intergovernmental	2,050,000	2,050,000	9,365,468	7,315,468
Charges for services	859,358	889,066	763,339	(125,727)
Use of money and property	257,919	257,919	2,190,225	1,932,306
Fines and forfeitures	120,000	120,000	7,893	(112,107)
Miscellaneous	275,875	367,101	273,860	(93,241)
<b>Total revenues</b>	<b>15,456,972</b>	<b>17,155,026</b>	<b>34,536,555</b>	<b>17,381,529</b>
<b>EXPENDITURES:</b>				
Current:				
General government				
City council	66,180	89,282	78,143	11,139
City manager	962,536	1,174,234	995,070	179,164
City clerk	372,552	407,147	407,065	82
City attorney	796,432	813,432	784,146	29,286
Personnel	492,518	626,085	561,986	64,099
Central services	1,025,550	1,316,356	1,106,253	210,103
Finance	1,818,879	2,233,650	1,725,034	508,616
Information technology	2,080,168	3,227,955	3,086,175	141,780
<b>Total general government</b>	<b>7,614,815</b>	<b>9,888,141</b>	<b>8,743,872</b>	<b>1,144,269</b>
Public safety				
Finance	6,875,421	11,207,633	9,518,177	1,689,456
Community services	771,658	1,666,458	1,083,876	582,582
<b>Total public safety</b>	<b>7,647,079</b>	<b>12,874,091</b>	<b>10,602,053</b>	<b>2,272,038</b>
Community development				
Planning	1,059,763	2,143,604	1,282,316	861,288
<b>Total community development</b>	<b>1,059,763</b>	<b>2,143,604</b>	<b>1,282,316</b>	<b>861,288</b>
Culture and leisure				
Administration	241,370	451,995	403,164	48,831
Senior center	175,759	177,419	161,764	15,655
Recreation programs	82,628	218,411	136,737	81,674
Special events	135,384	277,049	164,598	112,451
Youth development	643,179	656,444	432,070	224,374
Sports	236,235	267,735	166,781	100,954
Facilities and library	98,523	169,323	65,742	103,581
City hall	-	425,962	343,104	82,858
Building maintenance	-	315,109	261,646	53,463
Park and landscape maintenance	-	769,471	439,147	330,324
<b>Total culture and leisure</b>	<b>1,613,078</b>	<b>3,728,918</b>	<b>2,574,753</b>	<b>1,154,165</b>

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General Purpose Fund

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
Public works				
Administration	805,901	1,103,239	709,792	393,447
Utility engineering	272,959	290,961	228,834	62,127
Total public works	1,078,860	1,394,200	938,626	455,574
Capital outlay	342,484	2,226,718	2,735,307	(508,589)
Debt service:				
Principal retirement	315,000	315,000	315,000	-
Lease principal retirement	-	367,507	367,507	-
Interest and fiscal charges	66,000	66,000	65,981	19
Total expenditures	19,737,079	33,004,179	27,625,415	11,266,079
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	(4,280,107)	(15,849,153)	6,911,140	22,760,293
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	6,312,070	10,229,905	9,614,045	(615,860)
Transfers out	(1,194,540)	(12,345,706)	(12,180,720)	164,986
Lease proceeds	-	-	1,462,298	1,462,298
Total other financing sources (uses)	5,117,530	(2,115,801)	(1,104,377)	(450,874)
Special item	-	-	-	-
<b>Net change in fund balances</b>	<b>\$ 837,423</b>	<b>\$ (17,964,954)</b>	<b>5,806,763</b>	<b>\$ 23,771,717</b>
<b>FUND BALANCES:</b>				
Beginning of year			46,978,269	
Restatement			(2,928,427)	
Beginning of year, as restated			44,049,842	
End of year			<u>\$ 49,856,605</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Economic Development

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 5,776	\$ 5,776
<b>Total revenues</b>	-	-	5,776	5,776
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	-	-	5,776	5,776
<b>Net change in fund balances</b>	\$ -	\$ -	5,776	\$ 5,776
<b>FUND BALANCES:</b>				
Beginning of year			438,896	
End of year			\$ 444,672	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Measure C

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 6,000,000	\$ 10,024,137	\$ 10,024,136	\$ (1)
Use of money and property	-	-	88,634	88,634
<b>Total revenues</b>	<b>6,000,000</b>	<b>10,024,137</b>	<b>10,112,770</b>	<b>88,633</b>
<b>EXPENDITURES:</b>				
Current:				
General government				
Measure C	2,550,060	1,205,414	628,779	576,635
<b>Total general government</b>	<b>2,550,060</b>	<b>1,205,414</b>	<b>628,779</b>	<b>576,635</b>
Capital outlay	-	206,000	23,228	182,772
<b>Total expenditures</b>	<b>2,550,060</b>	<b>1,411,414</b>	<b>652,007</b>	<b>1,336,042</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>3,449,940</b>	<b>8,612,723</b>	<b>9,460,763</b>	<b>848,040</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(2,972,480)	(9,023,860)	(8,859,861)	163,999
<b>Total other financing sources (uses)</b>	<b>(2,972,480)</b>	<b>(9,023,860)</b>	<b>(8,859,861)</b>	<b>163,999</b>
<b>Net change in fund balances</b>	<b>\$ 477,460</b>	<b>\$ (411,137)</b>	<b>600,902</b>	<b>\$ 1,012,039</b>
<b>FUND BALANCES:</b>				
Beginning of year			5,457,147	
End of year			<u>\$ 6,058,049</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Streets and Roads

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 118,890	\$ 118,890
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>118,890</b>	<b>118,890</b>
<b>EXPENDITURES:</b>				
Current:				
Capital outlay	1,184,000	22,315,372	8,624,837	13,690,535
<b>Total expenditures</b>	<b>1,184,000</b>	<b>22,315,372</b>	<b>8,624,837</b>	<b>13,690,535</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(1,184,000)</b>	<b>(22,315,372)</b>	<b>(8,505,947)</b>	<b>13,809,425</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	1,184,000	14,374,883	8,761,455	(5,613,428)
<b>Total other financing sources (uses)</b>	<b>1,184,000</b>	<b>14,374,883</b>	<b>8,761,455</b>	<b>(5,613,428)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (7,940,489)</b>	<b>255,508</b>	<b>\$ 8,195,997</b>
<b>FUND BALANCES:</b>				
Beginning of year			11,033,280	
End of year			<u>\$ 11,288,788</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### General CIP Projects

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 118,499	\$ 118,499
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>118,499</b>	<b>118,499</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	-	-	28,042	(28,042)
Capital outlay	1,392,407	28,279,184	11,081,476	17,197,708
<b>Total expenditures</b>	<b>1,392,407</b>	<b>28,279,184</b>	<b>11,109,518</b>	<b>17,169,666</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(1,392,407)</b>	<b>(28,279,184)</b>	<b>(10,991,019)</b>	<b>17,288,165</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	1,392,407	21,100,247	20,469,099	(631,148)
<b>Total other financing sources (uses)</b>	<b>1,392,407</b>	<b>21,100,247</b>	<b>20,469,099</b>	<b>(631,148)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (7,178,937)</b>	<b>9,478,080</b>	<b>\$ 16,657,017</b>
<b>FUND BALANCES:</b>				
Beginning of year			9,006,076	
End of year			<b>\$ 18,484,156</b>	

**City of Lathrop**  
**Non-Major Governmental Funds**  
**Year Ended June 30, 2023**

**SPECIAL REVENUE FUNDS**

These funds account for the proceeds derived from specific revenue sources that are legally restricted to expenditures for specified purposes.

**DEVELOPER PROJECTS SPECIAL REVENUE FUND**

This fund accounts for revenues received and expenditures spent associated with various developer projects

**DEVELOPMENT ENGINEERING SPECIAL REVENUE FUND**

This fund accounts for the development engineering fee revenue and activity.

**DEVELOPER DEPOSITS SPECIAL REVENUE FUND**

This fund accounts for the activity relating to developer deposits for development projects ongoing within the City.

**LANDSCAPE MAINTENANCE FUND**

To account for revenues received and expenditures spent associated with specific park maintenance and operations of the Woodfield Landscape, Stonebridge Landscape and Mossdale Landscape Districts.

**GAS TAX FUND**

To account for revenues and expenditures apportioned to the City under the Streets and Highway Code, Sections 2105, 2106, 2107, and 2107.5 of the State of California. Expenditures for administration, maintenance, and construction must be street related.

**TRAFFIC SAFETY FUND**

To account for the fines and forfeitures received under Section 1463 of the Penal Code. These funds are restricted for the use of official traffic control devices and for some street construction purposes.

**LOCAL STREET FUND**

To account for revenues and expenditures for the City's street division.

**PUBLIC NUISANCE FUND**

To account for revenues and expenditures for code enforcement activities.

**MEASURE K FUND**

To account for revenues generated from a 2-cent sales tax for local street repairs. These funds are restricted for maintenance and construction on street-related projects.

**TRANSIT LTF FUND**

To account for local transportation funds received for transit purposes from the San Joaquin County Council of Governments.



**STREETS AND ROADS FUND**

To account for local transportation funds received for street and road purposes from the San Joaquin County Council of Governments.

**FEDERAL GRANT FUND**

To account for federal grant expenditures and activity.

**HISTORIC LATHROP LOAN PROGRAM (HLLP) FUND**

To account for building permit loans granted to Historic Lathrop residences.

**STORM DRAIN FUND**

To account for revenues and expenditures related to the maintenance and operations of storm drains and improvements within the created district.

**STREET LIGHT FUND**

To account for revenues and expenditures associated with the maintenance and operations of the street lighting within the area known as City Zone 2, which is in the City Wide Landscaping and Lighting Assessment District.

**AB939 RECYCLING FUND**

To account for the financial resources associated with the preparation, implementation, and administration of the City's Integrated Solid Waste Management Plan in accordance with AB939.

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND**

To account for the annual federal grant that provides for development of viable urban communities.

**SCHOLARSHIP FUND**

To account for the revenues provided by businesses/organizations to provide assistance with tuition of qualified parks and recreation participants.

**COPS FUND**

To account for local law enforcement grants funded by the office of Community Oriented Policing Services (COPS).

**RTIF SAN JOAQUIN COUNTY FUND**

To account for San Joaquin County's 10% share of Regional Traffic Impact Fees collected from builders.

**RTIF LATHROP LOCAL WEST FUND**

To account for the City's 75% share of Regional Traffic Impact Fees collected from builders on the West side.

**RTIF SJCOG FUND**

To account for San Joaquin Council of Government's 15% share of Regional Traffic Impact Fees collected from builders.

**RTIF LATHROP LOCAL EAST FUND**

To account for the City's 75% share of Regional Traffic Impact Fees collected from builders on the East side

**LATHROP MANTECA FIRE DISTRICT MEASURE C FUND**

To account for revenues and expenditures associated with the sales tax collections specific from Measure C.

**STATE GRANTS FUND**

To account for revenues and expenditures associated with state grants.

**NORTH LATHROP TRANSPORTATION CFF FUND**

To account for capital facility fees collected for North Lathrop area.

**CITYWIDE ECONOMIC DEVELOPMENT 20% CFF FUND**

To account for capital facility fees, collected to support development both on and off the Stewart Tract, that will provide to the City and its citizens.

**RIVER ISLANDS CFD 2013-1 FUND**

To account for revenue and expenditures related to the maintenance of the River Island community.

**LATHROP LAND ACQUISITIONS FUND**

To account for revenues and expenditures associated with the CLSP Community Facilities District 2006-1.

**URBAN LEVEL OF FLOOD PROTECTION RECLAMATION DISTRICT (ULOP RD-17) LEVEE IMPACT FUND**

To account for capital facility fees collected for the Urban Level of Flood Protection plan in the Reclamation District (RD) 17.

**DEPARTMENT OF WATER RESOURCES (DWR) GRANT - URBAN LEVEL OF FLOOD PROTECTION (ULOP) PROJECT FUND**

To account for revenues and expenditures associated with the Urban Level of Flood Protection plan.

**CLSP OFF-SITE ROADWAY IMPROVEMENTS FUND**

To account for improvements in the Central Lathrop Development.

**SOUTH LATHROP CFD 2019-1 FUND**

To account for revenue and expenditures related to the maintenance of South Lathrop.

**CENTRAL LATHROP CFD 2019-2 FUND**

To account for revenue and expenditures related to the maintenance of Central Lathrop.

**STEWART ECONOMIC DEVELOPMENT 80% CFF FUND**

To account for capital facility fees, collected to support development both on and off the Stewart Tract, that will provide to the City and its citizens.

**TOT TRUST FUND**

To account for 1% of the 9% TOT from the City as a whole, to help finance regional infrastructure.

**GATEWAY BUSINESS PARK**

To account for the maintenance costs for the Lathrop Gateway Business Park and resulting Community Facilities District

**CAPITAL PROJECTS FUNDS**

Capital Projects Funds are utilized to account for resources used for the acquisition and construction of capital facilities by the City, with the exception of those assets financed by proprietary funds.

**STORM DRAIN FUND**

To account for expenditures for storm drain capital projects.

**PARK IN-LIEU FUND**

To account for revenues and expenditures which can legally be made under the Quimby Act. The revenue is collected from residential developers to offset the impact on parks and can only be used for new park development.

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**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2023**

	Special Revenue Funds			
	Developer Projects	Developer Engineering	Developer Deposits	Landscape Maintenance
<b>ASSETS</b>				
Cash and investments	\$ 2,878,372	\$ 12,550,995	\$ 851,437	\$ 1,617,884
Receivables:				
Accounts (net of allowance for uncollectibles)	29,207	-	1,077,266	133
Notes and loans	-	-	-	-
Accrued interest	8,982	27,219	2,748	3,320
<b>Total assets</b>	<b>\$ 2,916,561</b>	<b>\$ 12,578,214</b>	<b>\$ 1,931,451</b>	<b>\$ 1,621,337</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 281	\$ 37,667	\$ 403,919	\$ 111,533
Unearned revenue	-	1,781,974	-	-
Deposits payable	2,453,634	1,800	1,932,353	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>2,453,915</b>	<b>1,821,441</b>	<b>2,336,272</b>	<b>111,533</b>
<b>Fund Balances:</b>				
Restricted	462,646	10,756,773	-	1,509,804
Unassigned	-	-	(404,821)	-
<b>Total fund balances</b>	<b>462,646</b>	<b>10,756,773</b>	<b>(404,821)</b>	<b>1,509,804</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 2,916,561</b>	<b>\$ 12,578,214</b>	<b>\$ 1,931,451</b>	<b>\$ 1,621,337</b>

Special Revenue Funds

Gas Tax	Traffic Safety	Local Street	Public Nuisance	Measure K	Transit LTF
\$ 1,195,351	\$ 124,367	\$ 920,283	\$ 10,419	\$ 406,645	\$ 203,662
132,117	2,127	16,833	2,019	259,257	470,519
-	-	-	-	-	-
2,194	265	2,718	22	935	436
<u>\$ 1,329,662</u>	<u>\$ 126,759</u>	<u>\$ 939,834</u>	<u>\$ 12,460</u>	<u>\$ 666,837</u>	<u>\$ 674,617</u>
-	-	113,103	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	113,103	-	-	-
1,329,662	126,759	826,731	12,460	666,837	674,617
-	-	-	-	-	-
<u>1,329,662</u>	<u>126,759</u>	<u>826,731</u>	<u>12,460</u>	<u>666,837</u>	<u>674,617</u>
<u>\$ 1,329,662</u>	<u>\$ 126,759</u>	<u>\$ 939,834</u>	<u>\$ 12,460</u>	<u>\$ 666,837</u>	<u>\$ 674,617</u>

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2023**

	Special Revenue Funds			
	Streets and Roads	Federal Grant	Historic Lathrop Loan Program (HLLP)	Storm Drain
<b>ASSETS</b>				
Cash and investments	\$ 243,290	\$ 53	\$ 234,739	\$ 367,430
Receivables:				
Accounts (net of allowance for uncollectibles)	523,558	-	-	-
Notes and loans	-	-	20,350	-
Accrued interest	680	-	503	741
<b>Total assets</b>	<b>\$ 767,528</b>	<b>\$ 53</b>	<b>\$ 255,592</b>	<b>\$ 368,171</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ -	\$ -	\$ -	\$ 30,860
Unearned revenue	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>30,860</b>
<b>Fund Balances:</b>				
Restricted	767,528	53	255,592	337,311
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>767,528</b>	<b>53</b>	<b>255,592</b>	<b>337,311</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 767,528</b>	<b>\$ 53</b>	<b>\$ 255,592</b>	<b>\$ 368,171</b>

Special Revenue Funds						
Street Light	AB939 Recycling	Community Development Block Grant	Scholarship Fund	COPS	RTIF San Joaquin County	
\$ 1,450,678	\$ 1,369,936	\$ 2,204	\$ 22,361	\$ 333,931	\$ 150,920	
-	34,390	70,913	1,770	-	-	
-	-	-	-	-	-	
3,065	2,857	5	52	587	176	
<u>\$ 1,453,743</u>	<u>\$ 1,407,183</u>	<u>\$ 73,122</u>	<u>\$ 24,183</u>	<u>\$ 334,518</u>	<u>\$ 151,096</u>	
\$ 45,988	\$ 20,452	\$ -	\$ -	\$ -	\$ 151,830	
-	-	-	-	-	-	
-	-	-	-	-	-	
-	-	-	-	-	-	
<u>45,988</u>	<u>20,452</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>151,830</u>	
1,407,755	1,386,731	73,122	24,183	334,518	-	
-	-	-	-	-	(734)	
<u>1,407,755</u>	<u>1,386,731</u>	<u>73,122</u>	<u>24,183</u>	<u>334,518</u>	<u>(734)</u>	
\$ 1,453,743	\$ 1,407,183	\$ 73,122	\$ 24,183	\$ 334,518	\$ 151,096	

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2023**

	Special Revenue Funds			
	RTIF Lathrop Local West	RTIF SJCOG	RTIF Lathrop Local East	LMFD Measure C
<b>ASSETS</b>				
Cash and investments	\$ 13,170,852	\$ 226,381	\$ 2,676,028	\$ 1,020,070
Receivables:				
Accounts (net of allowance for uncollectibles)	-	-	-	-
Notes and loans	-	-	-	-
Accrued interest	27,139	264	5,713	200
<b>Total assets</b>	<b>\$ 13,197,991</b>	<b>\$ 226,645</b>	<b>\$ 2,681,741</b>	<b>\$ 1,020,270</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ 913,616	\$ 227,746	\$ -	\$ 156
Unearned revenue	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>913,616</b>	<b>227,746</b>	<b>-</b>	<b>156</b>
<b>Fund Balances:</b>				
Restricted	12,284,375	-	2,681,741	1,020,114
Unassigned	-	(1,101)	-	-
<b>Total fund balances</b>	<b>12,284,375</b>	<b>(1,101)</b>	<b>2,681,741</b>	<b>1,020,114</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 13,197,991</b>	<b>\$ 226,645</b>	<b>\$ 2,681,741</b>	<b>\$ 1,020,270</b>



Special Revenue Funds						
State Grants	North Lathrop Transportation	Citywide Economic Dev Fee 20%	River Islands CFD 2013-1	Lathrop Land Acquisitions	ULOP RD-17 Levee Impact	
\$ -	\$ 11,562	\$ 3,290,203	\$ 117,120	\$ 14,098	\$ 528,869	
82,839	-	-	-	-	-	-
-	-	-	-	-	-	-
-	25	6,904	2,204	-	709	
<u>\$ 82,839</u>	<u>\$ 11,587</u>	<u>\$ 3,297,107</u>	<u>\$ 119,324</u>	<u>\$ 14,098</u>	<u>\$ 529,578</u>	
\$ -	\$ -	\$ -	\$ -	\$ (14)	\$ 532,530	
-	-	-	-	-	-	-
-	-	-	-	12,855	-	-
<u>14,604</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>14,604</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>12,841</u>	<u>532,530</u>	
68,235	11,587	3,297,107	119,324	1,257	-	
-	-	-	-	-	(2,952)	
<u>68,235</u>	<u>11,587</u>	<u>3,297,107</u>	<u>119,324</u>	<u>1,257</u>	<u>(2,952)</u>	
<u>\$ 82,839</u>	<u>\$ 11,587</u>	<u>\$ 3,297,107</u>	<u>\$ 119,324</u>	<u>\$ 14,098</u>	<u>\$ 529,578</u>	

**City of Lathrop**  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
**June 30, 2023**

	Special Revenue Funds			
	DWR Grant - ULOP Project	CLSP Off-Site Roadway Improvement	South Lathrop CFD 2019-1	Central Lathrop CFD 2019-2
<b>ASSETS</b>				
Cash and investments	\$ 3	\$ 165,295	\$ 1,304,518	\$ 304,135
Receivables:				
Accounts (net of allowance for uncollectibles)	-	-	-	-
Notes and loans	-	-	-	-
Accrued interest	-	330	2,895	637
<b>Total assets</b>	<b>\$ 3</b>	<b>\$ 165,625</b>	<b>\$ 1,307,413</b>	<b>\$ 304,772</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Accounts payable	\$ -	\$ 1,770	\$ 5,110	\$ 14,600
Unearned revenue	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>1,770</b>	<b>5,110</b>	<b>14,600</b>
<b>Fund Balances:</b>				
Restricted	3	163,855	1,302,303	290,172
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>3</b>	<b>163,855</b>	<b>1,302,303</b>	<b>290,172</b>
<b>Total liabilities, deferred inflows of resources and fund balances</b>	<b>\$ 3</b>	<b>\$ 165,625</b>	<b>\$ 1,307,413</b>	<b>\$ 304,772</b>

Special Revenue Funds			Capital Project Funds		Total Nonmajor Governmental Funds
Stewart Economic Dev Fee 80%	TOT Trust	Gateway Business Park	Storm Drain	Park in Lieu	
\$ 200,017	\$ 1,292,501	\$ 187,225	\$ 900,958	\$ 1,759,124	\$ 52,103,916
-	-	-	-	-	2,702,948
-	-	-	-	-	20,350
376	2,768	367	1,929	3,388	113,353
<u>\$ 200,393</u>	<u>\$ 1,295,269</u>	<u>\$ 187,592</u>	<u>\$ 902,887</u>	<u>\$ 1,762,512</u>	<u>\$ 54,940,567</u>
\$ -	\$ -	\$ 264	\$ -	\$ 28,420	\$ 2,639,831
-	-	-	-	-	1,781,974
192,000	-	-	-	-	4,592,642
-	-	-	-	-	14,604
<u>192,000</u>	<u>-</u>	<u>264</u>	<u>-</u>	<u>28,420</u>	<u>9,029,051</u>
8,393	1,295,269	187,328	902,887	1,734,092	46,321,124
-	-	-	-	-	(409,608)
<u>8,393</u>	<u>1,295,269</u>	<u>187,328</u>	<u>902,887</u>	<u>1,734,092</u>	<u>45,911,516</u>
\$ 200,393	\$ 1,295,269	\$ 187,592	\$ 902,887	\$ 1,762,512	\$ 54,940,567

# City of Lathrop

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances

### Nonmajor Governmental Funds

For the year ended June 30, 2023

	Special Revenue Funds			
	Developer Projects	Developer Engineering	Developer Deposits	Landscape Maintenance
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ -	\$ 3,116,583
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	4,369,077	-	-
Use of money and property	36,103	156,774	19,324	26,307
Fines and forfeitures	-	-	-	-
Developer participation	1,628,711	-	388,581	-
Miscellaneous	-	24,724	-	4,994
<b>Total revenues</b>	<b>1,664,814</b>	<b>4,550,575</b>	<b>407,905</b>	<b>3,147,884</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	-
Community development	-	54	-	-
Culture and leisure	-	-	-	-
Public works	-	1,697,452	91,928	1,344,030
Capital outlay	-	173,422	28,671	11
Debt service:				
Interest and fiscal charges	-	-	159,854	-
<b>Total expenditures</b>	<b>-</b>	<b>1,870,928</b>	<b>280,453</b>	<b>1,344,041</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>1,664,814</b>	<b>2,679,647</b>	<b>127,452</b>	<b>1,803,843</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	75,060
Transfers out	(1,642,779)	-	-	(1,462,145)
<b>Total other financing sources (uses)</b>	<b>(1,642,779)</b>	<b>-</b>	<b>-</b>	<b>(1,387,085)</b>
<b>Net change in fund balances</b>	<b>22,035</b>	<b>2,679,647</b>	<b>127,452</b>	<b>416,758</b>
<b>FUND BALANCES:</b>				
Beginning of year	440,611	8,077,126	(532,273)	1,093,046
Restatement	-	-	-	-
Beginning of year, as restated	440,611	8,077,126	(532,273)	1,093,046
End of year	\$ 462,646	\$ 10,756,773	\$ (404,821)	\$ 1,509,804

Special Revenue Funds

Gas Tax	Traffic Safety	Local Street	Public Nuisance	Measure K	Transit LTF
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
1,482,522	-	-	-	809,114	470,519
-	-	-	-	-	-
12,506	1,557	7,205	135	9,200	2,521
-	19,409	-	-	-	-
-	-	-	-	-	-
-	-	54,361	-	-	-
1,495,028	20,966	61,566	135	818,314	473,040
-	3,936	-	-	-	-
-	-	-	-	-	-
-	-	1,225,563	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	3,936	1,225,563	-	-	-
1,495,028	17,030	(1,163,997)	135	818,314	473,040
-	-	1,548,076	-	-	-
(715,440)	(2,750)	(339,480)	-	(783,110)	-
(715,440)	(2,750)	1,208,596	-	(783,110)	-
779,588	14,280	44,599	135	35,204	473,040
550,074	112,479	782,132	12,325	631,633	201,577
-	-	-	-	-	-
550,074	112,479	782,132	12,325	631,633	201,577
\$ 1,329,662	\$ 126,759	\$ 826,731	\$ 12,460	\$ 666,837	\$ 674,617

# City of Lathrop

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances

### Nonmajor Governmental Funds

For the year ended June 30, 2023

	Special Revenue Funds			
	Streets and Roads	Federal Grant	Historic Lathrop Loan Program (HLLP)	Storm Drain
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	523,558	897,516	-	-
Charges for services	-	-	-	-
Use of money and property	13,193	53	3,055	3,474
Fines and forfeitures	-	-	-	352,416
Developer participation	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<b>536,751</b>	<b>897,569</b>	<b>3,055</b>	<b>355,890</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	-
Community development	-	-	-	-
Culture and leisure	-	-	-	-
Public works	-	-	-	442,101
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>442,101</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>536,751</b>	<b>897,569</b>	<b>3,055</b>	<b>(86,211)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	157,969
Transfers out	(1,095,866)	(958,447)	-	(66,460)
<b>Total other financing sources (uses)</b>	<b>(1,095,866)</b>	<b>(958,447)</b>	<b>-</b>	<b>91,509</b>
<b>Net change in fund balances</b>	<b>(559,115)</b>	<b>(60,878)</b>	<b>3,055</b>	<b>5,298</b>
<b>FUND BALANCES:</b>				
Beginning of year	1,326,643	60,931	252,537	332,013
Restatement	-	-	-	-
Beginning of year, as restated	1,326,643	60,931	252,537	332,013
End of year	\$ 767,528	\$ 53	\$ 255,592	\$ 337,311

Special Revenue Funds						
Street Light	AB939 Recycling	Community Development Block Grant	Scholarship Fund	COPS	RTIF San Joaquin County	
\$ -	\$ 312,751	\$ -	\$ -	\$ -	\$ 220,298	
-	37,590	-	-	-	-	
-	38,397	75,913	2,877	152,771	-	
-	-	-	-	-	-	
17,326	15,966	30	285	4,779	948	
1,150,006	-	-	-	-	-	
-	-	-	-	-	-	
5,000	-	-	2,155	-	-	
<u>1,172,332</u>	<u>404,704</u>	<u>75,943</u>	<u>5,317</u>	<u>157,550</u>	<u>221,246</u>	
161,725	-	-	-	20,427	-	
-	-	-	-	-	-	
-	121,258	-	-	-	-	
977,600	-	-	-	-	221,980	
-	-	-	-	-	-	
-	-	-	-	-	-	
<u>1,139,325</u>	<u>121,258</u>	<u>-</u>	<u>-</u>	<u>20,427</u>	<u>221,980</u>	
33,007	283,446	75,943	5,317	137,123	(734)	
32,806	-	-	-	-	-	
(220,850)	(28,150)	-	(2,877)	(100,000)	-	
(188,044)	(28,150)	-	(2,877)	(100,000)	-	
(155,037)	255,296	75,943	2,440	37,123	(734)	
1,562,792	1,131,435	(2,821)	21,743	297,395	-	
-	-	-	-	-	-	
1,562,792	1,131,435	(2,821)	21,743	297,395	-	
<u>\$ 1,407,755</u>	<u>\$ 1,386,731</u>	<u>\$ 73,122</u>	<u>\$ 24,183</u>	<u>\$ 334,518</u>	<u>\$ (734)</u>	

# City of Lathrop

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances

### Nonmajor Governmental Funds

For the year ended June 30, 2023

	Special Revenue Funds			
	RTIF Lathrop Local West	RTIF SJCOG	RTIF Lathrop Local East	LMFD Measure C
<b>REVENUES:</b>				
Taxes and assessments	\$ 1,588,378	\$ 330,448	\$ 30,805	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	-
Use of money and property	155,606	1,423	34,589	3,317
Fines and forfeitures	-	-	-	-
Developer participation	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total revenues</b>	<b>1,743,984</b>	<b>331,871</b>	<b>65,394</b>	<b>3,317</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	-	-	-	4,168,007
Community development	-	-	-	-
Culture and leisure	-	-	-	-
Public works	889,719	332,972	1,661	-
Capital outlay	-	-	-	-
Debt service:				
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<b>889,719</b>	<b>332,972</b>	<b>1,661</b>	<b>4,168,007</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>854,265</b>	<b>(1,101)</b>	<b>63,733</b>	<b>(4,164,690)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	4,009,654
Transfers out	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>4,009,654</b>
<b>Net change in fund balances</b>	<b>854,265</b>	<b>(1,101)</b>	<b>63,733</b>	<b>(155,036)</b>
<b>FUND BALANCES:</b>				
Beginning of year	11,430,110	-	2,618,008	1,175,150
Restatement	-	-	-	-
Beginning of year, as restated	11,430,110	-	2,618,008	1,175,150
End of year	\$ 12,284,375	\$ (1,101)	\$ 2,681,741	\$ 1,020,114



Special Revenue Funds

State Grants	North Lathrop Transportation	Citywide Economic Dev Fee 20%	River Islands CFD 2013-1	Lathrop Land Acquisitions	ULOP RD-17 Levee Impact
\$ -	\$ -	\$ 619,000	\$ 1,104,164	\$ -	\$ 913,227
-	-	-	-	-	-
269,234	-	-	-	-	-
-	-	-	-	-	-
75	150	30,400	4,214	183	(2,953)
-	-	-	-	-	-
-	-	-	-	-	-
269,309	150	649,400	1,108,378	183	910,274
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	26,317	-	913,226
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	26,317	-	913,226
269,309	150	649,400	1,082,061	183	(2,952)
-	-	565,000	-	-	-
(201,074)	-	-	(1,083,026)	-	-
(201,074)	-	565,000	(1,083,026)	-	-
68,235	150	1,214,400	(965)	183	(2,952)
-	11,437	2,082,707	120,289	1,074	-
-	-	-	-	-	-
-	11,437	2,082,707	120,289	1,074	-
\$ 68,235	\$ 11,587	\$ 3,297,107	\$ 119,324	\$ 1,257	\$ (2,952)

# City of Lathrop

## Combining Statement of Revenues, Expenditures and Changes in Fund Balances

### Nonmajor Governmental Funds

For the year ended June 30, 2023

	Special Revenue Funds			
	DWR Grant - ULOP Project	CLSP Off-Site Roadway Improvement	South Lathrop CFD 2019-1	Central Lathrop CFD 2019-2
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ 37,697	\$ 553,273	\$ 1,062,449
Licenses and permits	-	-	-	-
Intergovernmental	4,052,308	-	-	-
Charges for services	-	-	-	-
Use of money and property	-	1,705	14,716	2,052
Fines and forfeitures	-	-	-	-
Developer participation	-	-	-	-
Miscellaneous	-	-	-	4,620
<b>Total revenues</b>	<b>4,052,308</b>	<b>39,402</b>	<b>567,989</b>	<b>1,069,121</b>
<b>EXPENDITURES:</b>				
<b>Current:</b>				
Public safety	-	-	-	-
Community development	-	-	-	-
Culture and leisure	-	-	-	-
Public works	4,052,308	-	236,924	851,999
Capital outlay	-	-	-	-
<b>Debt service:</b>				
Interest and fiscal charges	-	-	-	-
<b>Total expenditures</b>	<b>4,052,308</b>	<b>-</b>	<b>236,924</b>	<b>851,999</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>39,402</b>	<b>331,065</b>	<b>217,122</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	-	-	-
Transfers out	-	-	(178,050)	(157,560)
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>(178,050)</b>	<b>(157,560)</b>
<b>Net change in fund balances</b>	<b>-</b>	<b>39,402</b>	<b>153,015</b>	<b>59,562</b>
<b>FUND BALANCES:</b>				
Beginning of year	(518,435)	124,453	1,149,288	230,610
Restatement	518,438	-	-	-
Beginning of year, as restated	3	124,453	1,149,288	230,610
End of year	\$ 3	\$ 163,855	\$ 1,302,303	\$ 290,172

Special Revenue Funds			Capital Project Funds			Total Nonmajor Governmental Funds
Stewart Economic Dev Fee 80%	TOT Trust	Gateway Business Park	Storm Drain	Park in Lieu		
\$ -	\$ 51,420	\$ 151,744	\$ -	\$ 570,038	\$ 10,662,275	
-	-	-	-	-	37,590	
-	-	-	-	-	8,774,729	
-	-	-	-	-	4,369,077	
2,120	16,638	1,018	12,169	15,887	624,050	
-	-	-	-	-	1,521,831	
-	-	-	-	-	2,017,292	
-	-	-	-	-	95,854	
2,120	68,058	152,762	12,169	585,925	28,102,698	
-	-	-	-	-	4,354,095	
-	-	-	-	-	54	
-	-	-	-	-	1,346,821	
-	-	17,273	-	-	12,097,490	
-	-	-	-	-	202,104	
-	-	-	-	-	159,854	
-	-	17,273	-	-	18,160,418	
2,120	68,058	135,489	12,169	585,925	9,942,280	
-	-	-	250,000	-	6,638,565	
-	-	-	(450)	-	(9,038,514)	
-	-	-	249,550	-	(2,399,949)	
2,120	68,058	135,489	261,719	585,925	7,542,331	
6,273	1,227,211	51,839	641,168	1,148,167	37,850,747	
-	-	-	-	-	518,438	
6,273	1,227,211	51,839	641,168	1,148,167	38,369,185	
\$ 8,393	\$ 1,295,269	\$ 187,328	\$ 902,887	\$ 1,734,092	\$ 45,911,516	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Developer Projects

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 36,103	\$ 36,103
Developer participation	200,000	2,401,555	1,628,711	(772,844)
<b>Total revenues</b>	<b>200,000</b>	<b>2,401,555</b>	<b>1,664,814</b>	<b>(736,741)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(201,640)	(2,335,600)	(1,642,779)	692,821
<b>Total other financing sources (uses)</b>	<b>(201,640)</b>	<b>(2,335,600)</b>	<b>(1,642,779)</b>	<b>692,821</b>
<b>Net change in fund balances</b>	<b>\$ (1,640)</b>	<b>\$ 65,955</b>	<b>22,035</b>	<b>\$ (43,920)</b>
<b>FUND BALANCES:</b>				
Beginning of year			440,611	
End of year			<u>\$ 462,646</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Developer Engineering

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Charges for services	\$ 1,344,394	\$ 1,517,685	\$ 4,369,077	\$ 2,851,392
Use of money and property	-	-	156,774	156,774
Miscellaneous	-	-	24,724	24,724
<b>Total revenues</b>	<b>1,344,394</b>	<b>1,517,685</b>	<b>4,550,575</b>	<b>3,032,890</b>
<b>EXPENDITURES:</b>				
Current:				
Community development	3,000	400	54	346
Public works	2,501,360	3,623,346	1,697,452	1,925,894
<b>Total expenditures</b>	<b>2,504,360</b>	<b>3,799,177</b>	<b>1,870,928</b>	<b>1,928,249</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,159,966)</b>	<b>(2,281,492)</b>	<b>2,679,647</b>	<b>4,961,139</b>
<b>Net change in fund balances</b>	<b>\$ (1,159,966)</b>	<b>\$ (2,281,492)</b>	<b>2,679,647</b>	<b>\$ 4,961,139</b>
<b>FUND BALANCES:</b>				
Beginning of year			8,077,126	
End of year			<u>\$ 10,756,773</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Developer Deposits

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ 33,500	\$ 33,500	\$ 19,324	\$ (14,176)
Developer participation	862,826	862,826	388,581	(474,245)
<b>Total revenues</b>	<b>896,326</b>	<b>896,326</b>	<b>407,905</b>	<b>(488,421)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	592,000	650,644	91,928	558,716
Debt service:			-	
Interest and fiscal charges	160,000	160,000	159,854	146
<b>Total expenditures</b>	<b>896,326</b>	<b>954,970</b>	<b>280,453</b>	<b>674,371</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(58,644)</b>	<b>127,452</b>	<b>186,096</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (58,644)</b>	<b>127,452</b>	<b>\$ 186,096</b>
<b>FUND BALANCES:</b>				
Beginning of year			(532,273)	
End of year			<b>\$ (404,821)</b>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Landscape Maintenance

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 2,863,303	\$ 2,863,303	\$ 3,116,583	\$ 253,280
Use of money and property	3,000	3,000	26,307	23,307
Miscellaneous	-	-	4,994	4,994
<b>Total revenues</b>	<b>2,866,303</b>	<b>2,866,303</b>	<b>3,147,884</b>	<b>281,581</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	2,572,964	1,751,723	1,344,030	407,693
Capital outlay	-	12	11	1
<b>Total expenditures</b>	<b>2,572,964</b>	<b>1,751,735</b>	<b>1,344,041</b>	<b>407,694</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>293,339</b>	<b>1,114,568</b>	<b>1,803,843</b>	<b>689,275</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	72,660	75,060	75,060	-
Transfers out	(335,440)	(1,462,175)	(1,462,145)	30
<b>Total other financing sources (uses)</b>	<b>(262,780)</b>	<b>(1,387,115)</b>	<b>(1,387,085)</b>	<b>30</b>
<b>Net change in fund balances</b>	<b>\$ 30,559</b>	<b>\$ (272,547)</b>	<b>416,758</b>	<b>\$ 689,305</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,093,046	
End of year			<b>\$ 1,509,804</b>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Gas Tax

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 1,126,708	\$ 1,126,708	\$ 1,482,522	\$ 355,814
Use of money and property	-	-	12,506	12,506
<b>Total revenues</b>	<b>1,126,708</b>	<b>1,126,708</b>	<b>1,495,028</b>	<b>368,320</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(515,250)	(715,440)	(715,440)	-
<b>Total other financing sources (uses)</b>	<b>(515,250)</b>	<b>(715,440)</b>	<b>(715,440)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 611,458</b>	<b>\$ 411,268</b>	<b>779,588</b>	<b>\$ 368,320</b>
<b>FUND BALANCES:</b>				
Beginning of year			550,074	
End of year			<b>\$ 1,329,662</b>	



# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Traffic Safety

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 1,557	\$ 1,557
Fines and forfeitures	30,000	30,000	19,409	(10,591)
<b>Total revenues</b>	<b>30,000</b>	<b>30,000</b>	<b>20,966</b>	<b>(9,034)</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	46,500	46,500	3,936	42,564
<b>Total expenditures</b>	<b>46,500</b>	<b>46,500</b>	<b>3,936</b>	<b>42,564</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(16,500)</b>	<b>(16,500)</b>	<b>17,030</b>	<b>33,530</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(2,440)	(2,750)	(2,750)	-
<b>Total other financing sources (uses)</b>	<b>(2,440)</b>	<b>(2,750)</b>	<b>(2,750)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (18,940)</b>	<b>\$ (19,250)</b>	<b>14,280</b>	<b>\$ 33,530</b>
<b>FUND BALANCES:</b>				
Beginning of year			112,479	
End of year			<u>\$ 126,759</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Local Street

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 7,205	\$ 7,205
Miscellaneous	-	-	54,361	54,361
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>61,566</b>	<b>61,566</b>
<b>EXPENDITURES:</b>				
Current:				
Culture and leisure	-	1,834,420	1,225,563	608,857
Public works	1,228,854	-	-	-
Capital outlay	10,000	15,200	-	15,200
<b>Total expenditures</b>	<b>1,238,854</b>	<b>1,849,620</b>	<b>1,225,563</b>	<b>624,057</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1,238,854)</b>	<b>(1,849,620)</b>	<b>(1,163,997)</b>	<b>685,623</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	1,408,074	1,548,074	1,548,076	2
Transfers out	(169,220)	(339,480)	(339,480)	-
<b>Total other financing sources (uses)</b>	<b>1,238,854</b>	<b>1,208,594</b>	<b>1,208,596</b>	<b>2</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (641,026)</b>	<b>44,599</b>	<b>\$ 685,625</b>
<b>FUND BALANCES:</b>				
Beginning of year			782,132	
End of year			<u>\$ 826,731</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Public Nuisance

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 135	\$ 135
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>135</b>	<b>135</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	4,000	4,000	-	4,000
<b>Total expenditures</b>	<b>4,000</b>	<b>4,000</b>	<b>-</b>	<b>4,000</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(4,000)</b>	<b>(4,000)</b>	<b>135</b>	<b>4,135</b>
<b>Net change in fund balances</b>	<b>\$ (4,000)</b>	<b>\$ (4,000)</b>	<b>135</b>	<b>\$ 4,135</b>
<b>FUND BALANCES:</b>				
Beginning of year			12,325	
End of year			<u>\$ 12,460</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Measure K

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 580,000	\$ 663,384	\$ 809,114	\$ 145,730
Use of money and property	-	-	9,200	9,200
<b>Total revenues</b>	<b>580,000</b>	<b>663,384</b>	<b>818,314</b>	<b>154,930</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(700,000)	(812,066)	(783,110)	28,956
<b>Total other financing sources (uses)</b>	<b>(700,000)</b>	<b>(812,066)</b>	<b>(783,110)</b>	<b>28,956</b>
<b>Net change in fund balances</b>	<b>\$ (120,000)</b>	<b>\$ (148,682)</b>	<b>35,204</b>	<b>\$ 183,886</b>
<b>FUND BALANCES:</b>				
Beginning of year			631,633	
End of year			<u>\$ 666,837</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Transit LTF

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 633,527	\$ 470,519	\$ (163,008)
Use of money and property	-	-	2,521	2,521
<b>Total revenues</b>	<b>-</b>	<b>633,527</b>	<b>473,040</b>	<b>(160,487)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	-	(300,000)	-	300,000
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(300,000)</b>	<b>-</b>	<b>300,000</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ 333,527</b>	<b>473,040</b>	<b>\$ 139,513</b>
<b>FUND BALANCES:</b>				
Beginning of year			201,577	
End of year			\$ 674,617	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual Streets and Roads

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 598,901	\$ 926,459	\$ 523,558	\$ (402,901)
Use of money and property	-	-	13,193	13,193
<b>Total revenues</b>	<b>598,901</b>	<b>926,459</b>	<b>536,751</b>	<b>(389,708)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(69,000)	(1,785,260)	(1,095,866)	689,394
<b>Total other financing sources (uses)</b>	<b>(69,000)</b>	<b>(1,785,260)</b>	<b>(1,095,866)</b>	<b>689,394</b>
<b>Net change in fund balances</b>	<b>\$ 529,901</b>	<b>\$ (858,801)</b>	<b>(559,115)</b>	<b>\$ 299,686</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,326,643	
End of year			<u>\$ 767,528</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Federal Grant

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 3,855,347	\$ 897,516	\$ (2,957,831)
Use of money and property	-	-	53	53
<b>Total revenues</b>	<b>-</b>	<b>3,855,347</b>	<b>897,569</b>	<b>(2,957,778)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	-	(4,231,831)	(958,447)	3,273,384
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(4,231,831)</b>	<b>(958,447)</b>	<b>3,273,384</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (376,484)</b>	<b>(60,878)</b>	<b>\$ 315,606</b>
<b>FUND BALANCES:</b>				
Beginning of year			60,931	
End of year			\$ 53	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Historic Lathrop Loan Program (HLLP)

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 3,055	\$ 3,055
<b>Total revenues</b>	-	-	3,055	3,055
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	3,055	<u>\$ 3,055</u>
<b>FUND BALANCES:</b>				
Beginning of year			252,537	
End of year			<u>\$ 255,592</u>	



# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Storm Drain

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 3,474	\$ 3,474
Fines and forfeitures	352,506	352,506	352,416	(90)
<b>Total revenues</b>	<b>352,506</b>	<b>352,506</b>	<b>355,890</b>	<b>3,384</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	429,222	608,151	442,101	166,050
<b>Total expenditures</b>	<b>429,222</b>	<b>608,151</b>	<b>442,101</b>	<b>166,050</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(76,716)</b>	<b>(255,645)</b>	<b>(86,211)</b>	<b>169,434</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	156,000	157,968	157,969	1
Transfers out	(67,090)	(66,460)	(66,460)	-
<b>Total other financing sources (uses)</b>	<b>88,910</b>	<b>91,508</b>	<b>91,509</b>	<b>1</b>
<b>Net change in fund balances</b>	<b>\$ 12,194</b>	<b>\$ (164,137)</b>	<b>5,298</b>	<b>\$ 169,435</b>
<b>FUND BALANCES:</b>				
Beginning of year			332,013	
End of year			<u>\$ 337,311</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Street Light

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 17,326	\$ 17,326
Fines and forfeitures	1,148,080	1,148,080	1,150,006	1,926
Miscellaneous	-	-	5,000	5,000
<b>Total revenues</b>	<b>1,148,080</b>	<b>1,148,080</b>	<b>1,172,332</b>	<b>24,252</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	173,274	294,810	161,725	133,085
Public works	971,528	1,242,042	977,600	264,442
<b>Total expenditures</b>	<b>1,144,802</b>	<b>1,536,852</b>	<b>1,139,325</b>	<b>397,527</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>3,278</b>	<b>(388,772)</b>	<b>33,007</b>	<b>421,779</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	32,806	32,806	32,806	-
Transfers out	(139,590)	(232,100)	(220,850)	11,250
<b>Total other financing sources (uses)</b>	<b>(106,784)</b>	<b>(199,294)</b>	<b>(188,044)</b>	<b>11,250</b>
<b>Net change in fund balances</b>	<b>\$ (103,506)</b>	<b>\$ (588,066)</b>	<b>(155,037)</b>	<b>\$ 433,029</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,562,792	
End of year			<u>\$ 1,407,755</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### AB939 Recycling

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 170,000	\$ 170,000	\$ 312,751	\$ 142,751
Licenses and permits	-	-	37,590	37,590
Intergovernmental	5,000	43,397	38,397	(5,000)
Use of money and property	-	-	15,966	15,966
<b>Total revenues</b>	<b>175,000</b>	<b>213,397</b>	<b>404,704</b>	<b>191,307</b>
<b>EXPENDITURES:</b>				
Current:				
Culture and leisure	-	145,703	121,258	24,445
Public works	86,556	-	-	-
<b>Total expenditures</b>	<b>86,556</b>	<b>145,703</b>	<b>121,258</b>	<b>24,445</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>88,444</b>	<b>67,694</b>	<b>283,446</b>	<b>215,752</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(14,560)	(28,150)	(28,150)	-
<b>Total other financing sources (uses)</b>	<b>(14,560)</b>	<b>(28,150)</b>	<b>(28,150)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 73,884</b>	<b>\$ 39,544</b>	<b>255,296</b>	<b>\$ 215,752</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,131,435	
End of year			<u>\$ 1,386,731</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Community Development Block Grant

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ 161,310	\$ 75,913	\$ (85,397)
Use of money and property	-	-	30	30
<b>Total revenues</b>	<b>-</b>	<b>161,310</b>	<b>75,943</b>	<b>(85,367)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	-	(161,310)	-	161,310
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(161,310)</b>	<b>-</b>	<b>161,310</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>75,943</b>	<b>\$ 75,943</b>
<b>FUND BALANCES:</b>				
Beginning of year			(2,821)	
End of year			\$ 73,122	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Scholarship Fund

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 5,000	\$ 10,000	\$ 2,877	\$ (7,123)
Use of money and property	-	-	285	285
Miscellaneous	200	200	2,155	1,955
<b>Total revenues</b>	<b>5,200</b>	<b>10,200</b>	<b>5,317</b>	<b>(4,883)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(5,000)	(10,000)	(2,877)	7,123
<b>Total other financing sources (uses)</b>	<b>(5,000)</b>	<b>(10,000)</b>	<b>(2,877)</b>	<b>7,123</b>
<b>Net change in fund balances</b>	<b>\$ 200</b>	<b>\$ 200</b>	<b>2,440</b>	<b>\$ 2,240</b>
<b>FUND BALANCES:</b>				
Beginning of year			21,743	
End of year			<u>\$ 24,183</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### COPS

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 500,000	\$ 500,000	\$ 152,771	\$ (347,229)
Use of money and property	-	-	4,779	4,779
<b>Total revenues</b>	<b>500,000</b>	<b>500,000</b>	<b>157,550</b>	<b>(342,450)</b>
<b>EXPENDITURES:</b>				
Current:				
Public safety	500,000	418,841	20,427	398,414
<b>Total expenditures</b>	<b>500,000</b>	<b>418,841</b>	<b>20,427</b>	<b>398,414</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>81,159</b>	<b>137,123</b>	<b>55,964</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	-	(100,000)	(100,000)	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ (18,841)</b>	<b>37,123</b>	<b>\$ 55,964</b>
<b>FUND BALANCES:</b>				
Beginning of year			297,395	
End of year			<u>\$ 334,518</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

RTIF San Joaquin County

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 295,778	\$ 295,778	\$ 220,298	\$ (75,480)
Use of money and property	-	-	948	948
<b>Total revenues</b>	<b>295,778</b>	<b>295,778</b>	<b>221,246</b>	<b>(74,532)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	295,778	295,778	221,980	73,798
<b>Total expenditures</b>	<b>295,778</b>	<b>295,778</b>	<b>221,980</b>	<b>73,798</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	-	-	(734)	(734)
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(734)</b>	<b>\$ (734)</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			<u>\$ (734)</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### RTIF Lathrop Local West

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 1,708,367	\$ 1,708,367	\$ 1,588,378	\$ (119,989)
Use of money and property	-	-	155,606	155,606
<b>Total revenues</b>	<b>1,708,367</b>	<b>1,708,367</b>	<b>1,743,984</b>	<b>35,617</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	5,000	888,826	889,719	(893)
<b>Total expenditures</b>	<b>5,000</b>	<b>888,826</b>	<b>889,719</b>	<b>(893)</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>1,703,367</b>	<b>819,541</b>	<b>854,265</b>	<b>34,724</b>
<b>Net change in fund balances</b>	<b>\$ 1,703,367</b>	<b>\$ 819,541</b>	<b>854,265</b>	<b>\$ 34,724</b>
<b>FUND BALANCES:</b>				
Beginning of year			11,430,110	
End of year			<b>\$ 12,284,375</b>	



# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

RTIF SJCOG

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 443,667	\$ 443,667	\$ 330,448	\$ (113,219)
Use of money and property	-	-	1,423	1,423
<b>Total revenues</b>	<b>443,667</b>	<b>443,667</b>	<b>331,871</b>	<b>(111,796)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	443,667	443,667	332,972	110,695
<b>Total expenditures</b>	<b>443,667</b>	<b>443,667</b>	<b>332,972</b>	<b>110,695</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	-	-	(1,101)	(1,101)
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(1,101)</b>	<b>\$ (1,101)</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			\$ (1,101)	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### RTIF Lathrop Local East

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 465,600	\$ 465,600	\$ 30,805	\$ (434,795)
Use of money and property	-	-	34,589	34,589
<b>Total revenues</b>	<b>465,600</b>	<b>465,600</b>	<b>65,394</b>	<b>(400,206)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	5,000	5,000	1,661	3,339
<b>Total expenditures</b>	<b>5,000</b>	<b>5,000</b>	<b>1,661</b>	<b>3,339</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>460,600</b>	<b>460,600</b>	<b>63,733</b>	<b>(396,867)</b>
<b>Net change in fund balances</b>	<b>\$ 460,600</b>	<b>\$ 460,600</b>	<b>63,733</b>	<b>\$ (396,867)</b>
<b>FUND BALANCES:</b>				
Beginning of year			2,618,008	
End of year			<u>\$ 2,681,741</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### LMFD Measure C

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 3,317	\$ 3,317
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>3,317</b>	<b>3,317</b>
<b>EXPENDITURES:</b>				
<b>Current:</b>				
Public safety	2,400,000	4,168,010	4,168,007	3
<b>Total expenditures</b>	<b>2,400,000</b>	<b>4,168,010</b>	<b>4,168,007</b>	<b>3</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(2,400,000)</b>	<b>(4,168,010)</b>	<b>(4,164,690)</b>	<b>3,320</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	2,400,000	4,168,010	4,009,654	(158,356)
<b>Total other financing sources (uses)</b>	<b>2,400,000</b>	<b>4,168,010</b>	<b>4,009,654</b>	<b>(158,356)</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(155,036)</b>	<b>\$ (155,036)</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,175,150	
End of year			<u>\$ 1,020,114</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### State Grants

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ 900,000	\$ 1,247,218	\$ 269,234	\$ (977,984)
Use of money and property	-	-	75	75
<b>Total revenues</b>	<b>900,000</b>	<b>1,247,218</b>	<b>269,309</b>	<b>(977,909)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(900,000)	(1,247,218)	(201,074)	1,046,144
<b>Total other financing sources (uses)</b>	<b>(900,000)</b>	<b>(1,247,218)</b>	<b>(201,074)</b>	<b>1,046,144</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>68,235</b>	<b>\$ 68,235</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			<u>\$ 68,235</u>	

**City of Lathrop**

**Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual**

**North Lathrop Transportation**

**For the year ended June 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 150	\$ 150
Developer participation	468,331	468,331	-	(468,331)
<b>Total revenues</b>	<b>468,331</b>	<b>468,331</b>	<b>150</b>	<b>(468,181)</b>
<b>Net change in fund balances</b>	<b>\$ 468,331</b>	<b>\$ 468,331</b>	<b>150</b>	<b>\$ (468,181)</b>
<b>FUND BALANCES:</b>				
Beginning of year			11,437	
End of year			<u>\$ 11,587</u>	

**City of Lathrop**

**Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual**

**Citywide Economic Dev Fee 20%**

**For the year ended June 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 205,000	\$ 205,000	\$ 619,000	\$ 414,000
Use of money and property	-	-	30,400	30,400
<b>Total revenues</b>	<b>205,000</b>	<b>205,000</b>	<b>649,400</b>	<b>444,400</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	-	565,000	565,000	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>565,000</b>	<b>565,000</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 205,000</b>	<b>\$ 770,000</b>	<b>1,214,400</b>	<b>\$ 444,400</b>
<b>FUND BALANCES:</b>				
Beginning of year			2,082,707	
End of year			<u>\$ 3,297,107</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### River Islands CFD 2013-1

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 606,551	\$ 1,104,161	\$ 1,104,164	\$ 3
Use of money and property	-	-	4,214	4,214
Miscellaneous	400,449	400,449	-	(400,449)
<b>Total revenues</b>	<b>1,007,000</b>	<b>1,504,610</b>	<b>1,108,378</b>	<b>(396,232)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	18,500	18,500	26,317	(7,817)
<b>Total expenditures</b>	<b>18,500</b>	<b>18,500</b>	<b>26,317</b>	<b>(7,817)</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>988,500</b>	<b>1,486,110</b>	<b>1,082,061</b>	<b>(404,049)</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(988,500)	(1,083,700)	(1,083,026)	674
<b>Total other financing sources (uses)</b>	<b>(988,500)</b>	<b>(1,083,700)</b>	<b>(1,083,026)</b>	<b>674</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ 402,410</b>	<b>(965)</b>	<b>\$ (403,375)</b>
<b>FUND BALANCES:</b>				
Beginning of year			120,289	
End of year			<b>\$ 119,324</b>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Lathrop Land Acquisitions

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 183	\$ 183
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>183</b>	<b>183</b>
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>183</b>	<b>\$ 183</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,074	
End of year			<u>\$ 1,257</u>	



# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### ULOP RD-17 Levee Impact

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 3,029,840	\$ 3,029,840	\$ 913,227	\$ (2,116,613)
Use of money and property	-	-	(2,953)	(2,953)
<b>Total revenues</b>	<b>3,029,840</b>	<b>3,029,840</b>	<b>910,274</b>	<b>(2,119,566)</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	3,029,840	3,029,840	913,226	2,116,614
<b>Total expenditures</b>	<b>3,029,840</b>	<b>3,029,840</b>	<b>913,226</b>	<b>2,116,614</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	-	-	(2,952)	(2,952)
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>(2,952)</b>	<b>\$ (2,952)</b>
<b>FUND BALANCES:</b>				
Beginning of year			-	
End of year			\$ (2,952)	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### DWR Grant - ULOP Project

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Intergovernmental	\$ -	\$ -	\$ 4,052,308	\$ 4,052,308
<b>Total revenues</b>	-	-	4,052,308	4,052,308
<b>EXPENDITURES:</b>				
Current:				
Public works	-	-	4,052,308	(4,052,308)
<b>Total expenditures</b>	-	-	4,052,308	(4,052,308)
<b>REVENUES OVER (UNDER) EXPENDITURES</b>				
	-	-	-	-
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
<b>FUND BALANCES:</b>				
Beginning of year			(518,435)	
Restatement			518,438	
Beginning of year, as restated			3	
End of year			<u>\$ 3</u>	

**City of Lathrop**

**Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual**

**CLSP Off-Site Roadway Improvement**

**For the year ended June 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 68,355	\$ 68,355	\$ 37,697	\$ (30,658)
Use of money and property	-	-	1,705	1,705
<b>Total revenues</b>	<b>68,355</b>	<b>68,355</b>	<b>39,402</b>	<b>(28,953)</b>
<b>Net change in fund balances</b>	<b>\$ 68,355</b>	<b>\$ 68,355</b>	<b>39,402</b>	<b>\$ (28,953)</b>
<b>FUND BALANCES:</b>				
Beginning of year			124,453	
End of year			<u>\$ 163,855</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

South Lathrop CFD 2019-1

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 542,423	\$ 542,423	\$ 553,273	\$ 10,850
Use of money and property	-	-	14,716	14,716
<b>Total revenues</b>	<b>542,423</b>	<b>542,423</b>	<b>567,989</b>	<b>25,566</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	290,578	346,515	236,924	109,591
Capital outlay	230,000	80,000	-	80,000
<b>Total expenditures</b>	<b>520,578</b>	<b>426,515</b>	<b>236,924</b>	<b>189,591</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>21,845</b>	<b>115,908</b>	<b>331,065</b>	<b>215,157</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(9,180)	(178,050)	(178,050)	-
<b>Total other financing sources (uses)</b>	<b>(9,180)</b>	<b>(178,050)</b>	<b>(178,050)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 12,665</b>	<b>\$ (62,142)</b>	<b>153,015</b>	<b>\$ 215,157</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,149,288	
End of year			<u>\$ 1,302,303</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Central Lathrop CFD 2019-2

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 860,000	\$ 860,000	\$ 1,062,449	\$ 202,449
Use of money and property	-	-	2,052	2,052
Miscellaneous	-	-	4,620	4,620
<b>Total revenues</b>	<b>860,000</b>	<b>860,000</b>	<b>1,069,121</b>	<b>209,121</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	773,064	880,086	851,999	28,087
<b>Total expenditures</b>	<b>773,064</b>	<b>880,086</b>	<b>851,999</b>	<b>28,087</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>86,936</b>	<b>(20,086)</b>	<b>217,122</b>	<b>237,208</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers out	(40,160)	(157,560)	(157,560)	-
<b>Total other financing sources (uses)</b>	<b>(40,160)</b>	<b>(157,560)</b>	<b>(157,560)</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ 46,776</b>	<b>\$ (177,646)</b>	<b>59,562</b>	<b>\$ 237,208</b>
<b>FUND BALANCES:</b>				
Beginning of year			230,610	
End of year			<u>\$ 290,172</u>	

**City of Lathrop**

**Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual**

**Stewart Economic Dev Fee 80%**

**For the year ended June 30, 2023**

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 2,120	\$ 2,120
<b>Total revenues</b>	-	-	2,120	2,120
<b>Net change in fund balances</b>	<u>\$ -</u>	<u>\$ -</u>	2,120	<u>\$ 2,120</u>
<b>FUND BALANCES:</b>				
Beginning of year			6,273	
End of year			<u>\$ 8,393</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### TOT Trust

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ 51,420	\$ 51,420
Use of money and property	-	-	16,638	16,638
<b>Total revenues</b>	-	-	68,058	68,058
<b>Net change in fund balances</b>	<b>\$ -</b>	<b>\$ -</b>	<b>68,058</b>	<b>\$ 68,058</b>
<b>FUND BALANCES:</b>				
Beginning of year			1,227,211	
End of year			<u>\$ 1,295,269</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Gateway Business Park

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ 83,500	\$ 83,500	\$ 151,744	\$ 68,244
Use of money and property	-	-	1,018	1,018
<b>Total revenues</b>	<b>83,500</b>	<b>83,500</b>	<b>152,762</b>	<b>69,262</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	79,815	79,914	17,273	62,641
<b>Total expenditures</b>	<b>79,815</b>	<b>79,914</b>	<b>17,273</b>	<b>62,641</b>
<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>3,685</b>	<b>3,586</b>	<b>135,489</b>	<b>131,903</b>
<b>Net change in fund balances</b>	<b>\$ 3,685</b>	<b>\$ 3,586</b>	<b>135,489</b>	<b>\$ 131,903</b>
<b>FUND BALANCES:</b>				
Beginning of year			51,839	
End of year			<b>\$ 187,328</b>	



# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Storm Drain

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Use of money and property	\$ -	\$ -	\$ 12,169	\$ 12,169
<b>Total revenues</b>	<b>-</b>	<b>-</b>	<b>12,169</b>	<b>12,169</b>
<b>EXPENDITURES:</b>				
Current:				
Public works	250,000	782,000	-	782,000
<b>Total expenditures</b>	<b>250,000</b>	<b>782,000</b>	<b>-</b>	<b>782,000</b>
<b>REVENUES OVER (UNDER)</b>				
<b>EXPENDITURES</b>	<b>(250,000)</b>	<b>(782,000)</b>	<b>12,169</b>	<b>794,169</b>
<b>OTHER FINANCING SOURCES (USES):</b>				
Transfers in	250,000	250,000	250,000	-
Transfers out	(70)	(450)	(450)	-
<b>Total other financing sources (uses)</b>	<b>249,930</b>	<b>249,550</b>	<b>249,550</b>	<b>-</b>
<b>Net change in fund balances</b>	<b>\$ (70)</b>	<b>\$ (532,450)</b>	<b>261,719</b>	<b>\$ 794,169</b>
<b>FUND BALANCES:</b>				
Beginning of year			641,168	
End of year			<u>\$ 902,887</u>	

# City of Lathrop

## Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual

### Park in Lieu

For the year ended June 30, 2023

	Budgeted Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
<b>REVENUES:</b>				
Taxes and assessments	\$ -	\$ -	\$ 570,038	\$ 570,038
Use of money and property	-	-	15,887	15,887
<b>Total revenues</b>	-	-	585,925	585,925
<b>Net change in fund balances</b>	\$ -	\$ -	585,925	\$ 585,925
<b>FUND BALANCES:</b>				
Beginning of year			1,148,167	
End of year			\$ 1,734,092	

**City of Lathrop  
Custodial Funds  
Year Ended June 30, 2023**

Custodial Funds account for assets held by the City as agent for individuals governmental entities and non-public organizations. These funds include the following:

**MOSSDALE VILLAGE ASSESSMENT DISTRICT FUND**

To account for the special assessments associated with the payment of the limited-obligation improvement bonds for the Mossdale Village Assessment District.

**CROSSROADS ASSESSMENTS FUND**

To account for the special assessments associated with the payment of the limited-obligation improvement bonds for the Crossroads Assessment District.

**JOINT WASTEWATER COMMUNITY FACILITIES DISTRICT FUND**

To account for the special assessments associated with the payment of the limited-obligation improvement bonds for the Joint Wastewater Community Facilities District.

**NORTH HARLAN WATER IMPROVEMENT FUND**

To account for special assessments associated with the payment of limited obligation improvement bonds for the North Harlan Water Improvement District.

**COMMUNITY FACILITIES DISTRICT CLSP INFRASTRUCTURE FUND**

To account for special assessments associated with the infrastructure in the Central Lathrop Specific Plan area.

**SEWER ASSESSMENT DISTRICT NO.1 FUND**

To account for the special assessments associated with the payments of the limited-obligation improvement bonds for the Lathrop Sanitary Sewer Assessment District No.1.

**MOSSDALE VILLAGE REASSESSMENT 2015 - 1 FUND**

To account for the special assessments associated with the payment of bonds for the Mossdale Village District.

**City of Lathrop**  
**Combining Statement of Fiduciary Net Position**  
**Custodial Funds**  
**For the year ended June 30, 2023**

	Mossdale Village Assessment District	Crossroads Assessments	Joint Wastewater Community Facilities District	North Harlan Water Improvement
<b>ASSETS</b>				
Cash and investments	\$ 6,494	\$ 577,194	\$ 829,867	\$ -
Receivables:				
Accrued interest	1,473	997	1,592	-
Restricted assets:				
Cash and investments with fiscal agents	8,288,751	766,343	706,937	-
<b>Total assets</b>	<b>8,296,718</b>	<b>1,344,534</b>	<b>1,538,396</b>	<b>-</b>
<b>LIABILITIES</b>				
Accounts payable	-	-	131,097	-
Deposits payable	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>131,097</b>	<b>-</b>
<b>NET POSITION</b>				
Restricted for:				
Individuals, organizations, and other governments	8,296,718	1,344,534	1,407,299	-
<b>Total Net Position</b>	<b>\$ 8,296,718</b>	<b>\$ 1,344,534</b>	<b>\$ 1,407,299</b>	<b>\$ -</b>

Community Facilities District CLSP Infrastructure	Sewer Assessment District #1	Mossdale Village Reassessment 2015- 1	Mossdale Village CFD 2003-1	Total Custodial Funds
\$ 2,201,911	\$ 5,097	\$ 691,175	\$ 1,330,500	\$ 5,642,238
3,616	27	1,332	4,353	13,390
1,269,740	135,471	248,209	5,019,340	16,434,791
3,475,267	140,595	940,716	6,354,193	22,090,419
-	-	-	357,709	488,806
30,747	-	-	-	30,747
30,747	-	-	357,709	519,553
3,444,520	140,595	940,716	5,996,484	21,570,866
\$ 3,444,520	\$ 140,595	\$ 940,716	\$ 5,996,484	\$ 21,570,866

**City of Lathrop**  
**Combining Statement of Changes in Fiduciary Net Position**  
**Custodial Funds**  
**For the year ended June 30, 2023**

	Mossdale Village Assessment District	Crossroads Assessments	Joint Wastewater Community Facilities District	North Harlan Water Improvement
<b>ADDITIONS:</b>				
Collections for assessment districts	\$ 1,006,008	\$ 757,121	\$ 610,745	\$ -
Receipts from others	7,530,127	-	-	-
Investment earnings	4,131	30,320	3,356	844
<b>Total additions</b>	<b>8,540,266</b>	<b>787,441</b>	<b>614,101</b>	<b>844</b>
<b>DEDUCTIONS:</b>				
Administrative expenses	12,921	9,631	11,316	25,274
Contractual services	240,900	13,825	7,343	-
Debt service	1,692,446	734,000	567,870	-
<b>Total deductions</b>	<b>1,946,267</b>	<b>757,456</b>	<b>586,529</b>	<b>25,274</b>
<b>Change in net position</b>	<b>6,593,999</b>	<b>29,985</b>	<b>27,572</b>	<b>(24,430)</b>
<b>NET POSITION:</b>				
Beginning of year	94,416	2,999,592	266,237	24,430
Restatements	1,608,303	(1,685,043)	1,113,490	-
Beginning of year, as restated	1,702,719	1,314,549	1,379,727	24,430
End of year	\$ 8,296,718	\$ 1,344,534	\$ 1,407,299	\$ -

Community Facilities District CLSP Infrastructure	Sewer Assessment District #1	Mossdale Village Reassessment 2015- 1	Mossdale Village CFD 2003-1	Total Custodial Funds
\$ 3,206,408	\$ 143,303	\$ 510,351	\$ 545,935	\$ 6,779,871
-	-	-	4,928,937	12,459,064
67,941	972	18,862	38,897	165,323
3,274,349	144,275	529,213	5,513,769	19,404,258
9,416	7,745	12,921	16,462	105,686
29,613	-	18,625	196,206	506,512
2,643,082	398,870	842,274	1,582,296	8,460,838
2,682,111	406,615	873,820	1,794,964	9,073,036
592,238	(262,340)	(344,607)	3,718,805	10,331,222
484,554	16,785	412,184	-	4,298,198
2,367,728	386,150	873,139	2,277,679	6,941,446
2,852,282	402,935	1,285,323	2,277,679	11,239,644
\$ 3,444,520	\$ 140,595	\$ 940,716	\$ 5,996,484	\$ 21,570,866

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## STATISTICAL SECTION

This part of the City's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health. In contrast to the financial section, the statistical section information is not subject to independent audit.

### **Financial Trends**

These schedules contain trend information to help the reader understand how the City's financial performance and well being have changed over time:

1. Net Position by Component
2. Changes in Net Position
3. Fund Balances of Governmental Funds
4. Changes in Fund Balance of Governmental Funds

### **Revenue Capacity**

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax:

1. Property Tax Levies and Collections
2. Assessed Value and Estimated Actual Value of Taxable Property
3. Principal Property Taxpayers

### **Debt Capacity**

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future:

1. Direct and Overlapping Property Tax Rates
2. Direct and Overlapping Governments Sales Tax Rates
3. Legal Debt Margin Information
4. Outstanding Debt
5. Computation of Direct and Overlapping Debt
6. Pledged-Revenue Coverage

### **Demographic and Economic Information**

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place:

1. Demographic and Economic Statistics
2. Principal Employers

### **Operating Information**

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs:

1. Full-time and Part-time City Employees by Function
2. Operating Indicators by Function
3. Capital Asset Statistics by Function
4. Water Sold by Type of Customer
5. Water Rates
6. Ten Largest Water Customers
7. Top 25 Sales Tax Producers

### **Sources**

Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for the relevant year.

**CITY OF LATHROP**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Governmental activities:</b>				
Net investments in capital assets	\$ 140,357,523	\$ 145,671,748	\$ 148,474,931	\$ 155,971,046
Restricted	4,865,583	7,733,824	10,223,760	11,858,920
Unrestricted	<u>31,716,374</u>	<u>35,612,693</u>	<u>38,941,548</u>	<u>47,769,952</u>
<b>Total governmental activities net position</b>	<u>\$ 176,939,480</u>	<u>\$ 189,018,265</u>	<u>\$ 197,640,239</u>	<u>\$ 215,599,918</u>
<b>Business-type activities:</b>				
Net investments in capital assets	\$ 88,125,585	\$ 92,350,319	\$ 93,906,914	\$ 103,695,833
Restricted	2,696,850	2,995,846	2,698,250	1,706,637
Unrestricted	<u>25,692,676</u>	<u>23,944,509</u>	<u>26,437,255</u>	<u>37,146,214</u>
<b>Total business-type activities net position</b>	<u>\$ 116,515,111</u>	<u>\$ 119,290,674</u>	<u>\$ 123,042,419</u>	<u>\$ 142,548,684</u>
<b>Primary government:</b>				
Net investments in capital assets	\$ 228,483,108	\$ 238,022,067	\$ 242,381,845	\$ 259,666,879
Restricted	7,562,433	10,729,670	12,922,010	13,565,557
Unrestricted	<u>57,409,050</u>	<u>59,557,202</u>	<u>65,378,803</u>	<u>84,916,166</u>
<b>Total Primary government net position</b>	<u>\$ 293,454,591</u>	<u>\$ 308,308,939</u>	<u>\$ 320,682,658</u>	<u>\$ 358,148,602</u>

Source: City of Lathrop, California Comprehensive Annual Financial Reports.

**CITY OF LATHROP**  
**Net Position by Component**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 159,727,304	\$ 179,501,255	\$ 206,211,349	\$ 218,894,403	\$ 250,605,011	\$ 320,475,208
10,376,172	13,552,647	16,013,046	103,964,923	122,949,990	125,033,370
<u>52,396,920</u>	<u>72,645,973</u>	<u>87,005,385</u>	<u>33,463,086</u>	<u>47,696,013</u>	<u>59,792,854</u>
<u>\$ 222,500,396</u>	<u>\$ 265,699,875</u>	<u>\$ 309,229,780</u>	<u>\$ 356,322,412</u>	<u>\$ 421,251,014</u>	<u>\$ 505,301,432</u>
\$ 120,279,431	\$ 150,452,677	\$ 160,481,074	\$ 156,963,462	\$ 174,059,421	\$ 206,299,495
1,650,031	1,652,234	1,651,396	1,650,648	1,652,915	1,408,865
<u>30,919,752</u>	<u>34,710,083</u>	<u>43,373,359</u>	<u>62,502,764</u>	<u>70,785,536</u>	<u>72,411,962</u>
<u>\$ 152,849,214</u>	<u>\$ 186,814,994</u>	<u>\$ 205,505,829</u>	<u>\$ 221,116,874</u>	<u>\$ 246,497,872</u>	<u>\$ 280,120,322</u>
\$ 280,006,735	\$ 329,953,932	\$ 366,692,423	\$ 375,857,865	\$ 424,664,432	\$ 526,774,703
12,026,203	15,204,881	17,664,442	105,615,571	124,602,905	126,442,235
<u>83,316,672</u>	<u>107,356,056</u>	<u>130,378,744</u>	<u>95,965,850</u>	<u>118,481,549</u>	<u>132,204,816</u>
<u>\$ 375,349,610</u>	<u>\$ 452,514,869</u>	<u>\$ 514,735,609</u>	<u>\$ 577,439,286</u>	<u>\$ 667,748,886</u>	<u>\$ 785,421,754</u>

**CITY OF LATHROP**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

	2014	2015	2016	2017
<b>Expenses:</b>				
<b>Governmental activities:</b>				
General government	\$ 4,680,110	\$ 7,449,500	\$ 5,614,173	\$ 4,580,381
Public safety	5,940,125	6,962,351	8,048,625	9,683,636
Public works	13,888,678	10,864,104	7,864,470	13,125,373
Culture and leisure	1,111,917	779,976	1,395,287	1,300,832
Community development	1,573,972	602,719	1,712,156	993,885
Interest on long-term debt	924,941	340,120	880,036	319,164
Total governmental activities expense	<u>28,119,743</u>	<u>26,998,770</u>	<u>25,514,747</u>	<u>30,003,271</u>
<b>Business-type activities:</b>				
Water	7,376,261	5,108,071	4,941,845	5,828,411
Wastewater	6,289,560	4,433,501	3,587,602	5,393,728
Total business-type activities expenses	<u>13,665,821</u>	<u>9,541,572</u>	<u>8,529,447</u>	<u>11,222,139</u>
Total primary government expenses	<u>\$ 41,785,564</u>	<u>\$ 36,540,342</u>	<u>\$ 34,044,194</u>	<u>\$ 41,225,410</u>
<b>Program revenues:</b>				
<b>Governmental activities:</b>				
Charges for services:				
General Government	397,607	491,076	551,613	462,696
Public Safety	716,360	356,989	365,009	231,164
Public Works	202,488	248,089	258,005	1,697,831
Culture and leisure	242,500	220,963	205,376	283,662
Community development	2,189,603	2,551,889	3,947,881	3,131,768
Operating grants and contributions	4,947,223	4,969,720	5,016,283	4,841,037
Capital grants and contributions	23,115,518	22,155,191	9,759,080	30,838,179
Total governmental activities program revenues	<u>31,811,299</u>	<u>30,993,917</u>	<u>20,103,247</u>	<u>41,486,337</u>
<b>Business-type activities:</b>				
Charges for services:				
Water	6,551,486	6,042,517	5,849,963	6,856,028
Wastewater	5,827,902	5,730,148	5,233,840	5,791,155
Operating grants and contributions	12,002,670	-	-	-
Capital grants and contributions	159,854	159,854	159,854	159,854
Total business-type activities program revenues	<u>24,541,912</u>	<u>11,932,519</u>	<u>11,243,657</u>	<u>12,807,037</u>
Total primary government program revenues	<u>\$ 56,353,211</u>	<u>\$ 42,926,436</u>	<u>\$ 31,346,904</u>	<u>\$ 54,293,374</u>
<b>Net revenues (expenses):</b>				
<b>Governmental activities</b>	3,691,556	3,995,147	(5,411,500)	11,483,066
<b>Business-type activities</b>	10,876,091	2,390,947	2,714,210	1,584,898
Total net revenues (expenses)	<u>\$ 14,567,647</u>	<u>\$ 6,386,094</u>	<u>\$ (2,697,290)</u>	<u>\$ 13,067,964</u>
<b>General revenues and other changes in net position:</b>				
<b>Governmental activities:</b>				
Taxes:				
Property tax	2,946,083	3,273,006	3,566,656	3,980,606
Sales and use taxes	6,676,994	5,947,812	6,209,105	6,337,138
Franchise taxes	705,405	685,140	518,183	771,288
Other taxes	419,267	449,950	743,896	565,715
Motor vehicle in lieu, unrestricted	1,118,489	1,237,606	1,324,094	1,555,026
Investment income	67,431	80,844	346,915	19,282
Other general revenues	395,810	301,192	1,745,978	10,090,096
Transfers	(5,626,465)	(84,391)	(421,353)	(16,842,538)
Total governmental activities	<u>6,703,014</u>	<u>11,891,159</u>	<u>14,033,474</u>	<u>6,476,613</u>
<b>Business-type activities:</b>				
Investment income	49,915	63,492	200,063	214,510
Miscellaneous	1,392,651	675,204	416,119	864,319
Transfers	5,626,465	84,391	421,353	16,842,538
Total business-type activities	<u>7,069,031</u>	<u>823,087</u>	<u>1,037,535</u>	<u>17,921,367</u>
Total primary government	<u>\$ 13,772,045</u>	<u>\$ 12,714,246</u>	<u>\$ 15,071,009</u>	<u>\$ 24,397,980</u>
<b>Changes in net position</b>				
Governmental activities	10,394,570	15,886,306	8,621,974	17,959,679
Business-type activities	17,945,122	3,214,034	3,751,745	19,506,265
Total primary government	<u>\$ 28,339,692</u>	<u>\$ 19,100,340</u>	<u>\$ 12,373,719</u>	<u>\$ 37,465,944</u>

**CITY OF LATHROP**  
**Changes in Net Position**  
**Last Ten Fiscal Years**  
(accrual basis of accounting)

2018	2019	2020	2021	2022	2023
\$ 4,917,617	\$ 5,307,052	\$ 5,944,111	\$ 6,544,720	\$ 6,994,053	\$ 9,350,898
10,965,814	11,284,963	12,121,072	11,729,668	11,628,050	15,350,996
13,066,756	16,835,406	19,195,792	19,892,748	14,711,011	36,027,481
1,331,811	1,442,202	1,468,471	1,466,177	11,559,470	3,999,365
1,256,506	977,552	1,317,693	8,227,717	1,805,271	1,537,163
100,088	46,410	89,123	241,454	233,740	225,835
<u>31,638,592</u>	<u>35,893,585</u>	<u>40,136,262</u>	<u>48,102,484</u>	<u>46,931,595</u>	<u>66,491,738</u>
4,969,618	6,303,489	6,906,021	6,767,503	7,099,213	9,130,486
1,204,762	9,206,503	7,476,439	7,926,063	7,853,576	9,457,406
6,174,380	15,509,992	14,382,460	14,693,566	14,952,789	18,587,892
<u>\$ 37,812,972</u>	<u>\$ 51,403,577</u>	<u>\$ 54,518,722</u>	<u>\$ 62,796,050</u>	<u>\$ 61,884,384</u>	<u>\$ 85,079,630</u>
438,974	528,673	465,303	6,961,502	9,212,336	8,753,003
424,909	775,581	504,277	243,035	139,111	51,938
1,184,297	1,874,445	473,036	3,581,829	2,816,090	3,250,469
279,505	341,016	285,143	124,652	363,671	379,681
2,916,089	3,880,593	6,507,913	3,880,053	8,161,272	6,041,251
5,459,511	5,674,834	6,105,531	2,709,984	5,236,622	7,477,256
10,069,773	40,920,445	43,291,735	16,740,299	25,390,248	66,235,438
<u>20,773,058</u>	<u>53,995,587</u>	<u>57,632,938</u>	<u>34,241,354</u>	<u>51,319,350</u>	<u>92,189,036</u>
8,331,835	9,052,906	10,352,614	10,239,976	10,758,681	10,765,615
6,533,098	7,923,942	8,633,545	8,776,287	9,141,235	10,428,292
-	-	-	-	-	-
159,854	32,556,339	11,691,580	6,862,837	-	29,098,366
<u>15,024,787</u>	<u>49,533,187</u>	<u>30,677,739</u>	<u>25,879,100</u>	<u>19,899,916</u>	<u>50,292,273</u>
<u>\$ 35,797,845</u>	<u>\$ 103,528,774</u>	<u>\$ 88,310,677</u>	<u>\$ 60,120,454</u>	<u>\$ 71,219,266</u>	<u>\$ 142,481,309</u>
(10,865,534)	18,102,002	17,496,676	(13,861,130)	4,387,755	25,697,298
8,850,407	34,023,195	16,295,279	11,185,534	4,947,127	31,704,381
<u>\$ (2,015,127)</u>	<u>\$ 52,125,197</u>	<u>\$ 33,791,955</u>	<u>\$ (2,675,596)</u>	<u>\$ 9,334,882</u>	<u>\$ 57,401,679</u>
4,285,832	4,710,374	5,333,918	8,613,482	8,613,482	10,509,687
9,211,228	12,001,476	10,501,615	18,190,475	18,190,475	21,285,429
877,633	1,204,106	1,241,635	1,530,878	1,530,878	2,285,062
634,335	666,791	582,552	30,620,998	30,620,998	15,842,524
1,794,526	1,898,011	2,193,976	738,708	738,708	3,413,255
979,493	1,996,503	2,786,291	701,941	701,941	3,901,381
379,591	149,364	184,705	945,547	945,547	381,860
(137,582)	2,439,302	3,255,411	1,777,930	1,777,930	3,143,911
<u>18,025,056</u>	<u>25,065,927</u>	<u>26,080,103</u>	<u>63,119,959</u>	<u>63,119,959</u>	<u>60,763,109</u>
405,014	782,839	741,372	364,403	364,403	952,746
907,527	1,599,048	4,909,595	5,692,221	5,692,221	6,526,718
137,582	(2,439,302)	(3,255,411)	(1,777,930)	(1,777,930)	(3,143,911)
1,450,123	(57,415)	2,395,556	4,278,694	4,278,694	4,335,553
<u>\$ 19,475,179</u>	<u>\$ 25,008,512</u>	<u>\$ 28,475,659</u>	<u>\$ 67,398,653</u>	<u>\$ 67,398,653</u>	<u>\$ 65,098,662</u>
7,159,522	43,167,929	43,576,779	49,258,829	67,507,714	86,460,407
10,300,530	33,965,780	18,690,835	15,464,228	9,225,821	36,039,934
<u>\$ 17,460,052</u>	<u>\$ 77,133,709</u>	<u>\$ 62,267,614</u>	<u>\$ 64,723,057</u>	<u>\$ 76,733,535</u>	<u>\$ 122,500,341</u>

**CITY OF LATHROP**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>General fund:</b>				
Nonspendable	\$ 6,380,018	\$ 6,852,691	\$ 6,665,677	\$ 6,180,434
Restricted	-	-	-	-
Committed	-	-	2,233,234	-
Assigned	-	-	-	-
Unassigned	<u>16,234,527</u>	<u>11,091,860</u>	<u>12,861,107</u>	<u>16,496,212</u>
<b>Total general fund</b>	<u>\$ 22,614,545</u>	<u>\$ 17,944,551</u>	<u>\$ 21,760,018</u>	<u>\$ 22,676,646</u>
<b>All other governmental funds:</b>				
Restricted	\$ 3,890,049	\$ 6,823,678	\$ 4,513,322	\$ 4,701,300
Committed	12,977,322	22,534,880	25,829,474	35,779,675
Assigned	930,347	880,383	975,042	784,139
Unassigned	<u>-</u>	<u>(364)</u>	<u>(233)</u>	<u>(120)</u>
<b>Total all other governmental funds</b>	<u>\$ 17,797,718</u>	<u>\$ 30,238,577</u>	<u>\$ 31,317,605</u>	<u>\$ 41,264,994</u>

\* FY2021 reflects the implementation of GASB 84.

Source: City of Lathrop, California

**CITY OF LATHROP**  
**Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021*</u>	<u>2022</u>	<u>2023</u>
\$ 5,650,104	\$ 5,225,742	\$ 3,470,982	\$ 3,282,311	\$ 2,405,864	\$ 9,766,137
-	-	-	-	-	-
-	-	29,678,802	29,664,824	44,763,906	40,447,513
-	-	2,616,835	-	-	-
<u>21,538,365</u>	<u>31,169,562</u>	<u>4,289,278</u>	<u>6,679,913</u>	<u>5,704,542</u>	<u>6,145,676</u>
<u><u>\$ 27,188,469</u></u>	<u><u>\$ 36,395,304</u></u>	<u><u>\$ 40,055,897</u></u>	<u><u>\$ 39,627,048</u></u>	<u><u>\$ 52,874,312</u></u>	<u><u>\$ 56,359,326</u></u>
\$ 3,797,087	\$ 4,701,645	\$ 9,116,860	\$ 41,955,830	\$ 41,419,819	\$125,033,370
36,015,106	49,619,728	58,214,668	-	-	7,556,009
663,674	549,720	572,817	-	-	-
-	(163,756)	(2,500)	(169,617)	(521,256)	(409,608)
<u>\$ 40,475,867</u>	<u>\$ 54,707,337</u>	<u>\$ 67,901,845</u>	<u>\$ 41,786,213</u>	<u>\$ 40,898,563</u>	<u>\$132,179,771</u>

**CITY OF LATHROP**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Revenues:</b>				
Taxes and assessments	\$ 15,462,332	\$ 21,268,849	\$ 18,494,460	\$ 22,885,183
Licenses and permits	749,845	1,373,909	1,283,193	1,808,623
Fines, forfeitures, and penalties	1,476,258	1,486,888	1,658,639	1,949,910
Intergovernmental	13,291,995	11,177,149	5,489,546	3,134,272
Use of Money & Property	116,968	159,262	382,724	392,493
Charges for current services	2,727,193	2,207,080	3,725,964	3,605,846
Contributions (Developer)	9,779,408	1,094,140	-	19,675,946
Other	536,779	4,202,190	3,523,548	1,353,215
<b>Total revenues</b>	<u>\$ 44,140,778</u>	<u>\$ 42,969,467</u>	<u>\$ 34,558,074</u>	<u>\$ 54,805,488</u>
<b>Expenditures</b>				
Current:				
General government	4,240,661	8,063,724	4,675,898	4,406,106
Community development	1,323,932	1,254,836	1,657,178	784,763
Public safety	5,829,809	7,030,624	7,297,872	9,560,119
Public works	17,040,900	15,482,137	6,687,275	7,616,246
Culture and leisure	1,063,957	1,048,531	1,296,370	1,226,638
Capital Outlay	9,334,496	1,604,530	4,361,924	2,920,897
Debt service:				
Principal retirement	274,370	289,709	1,683,347	265,000
Lease principal retirement	-	-	-	-
Interest and fiscal charges	924,941	340,120	390,710	319,164
<b>Total expenditures</b>	<u>\$ 40,033,066</u>	<u>\$ 35,114,211</u>	<u>\$ 28,050,574</u>	<u>\$ 27,098,933</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>\$ 4,107,712</u>	<u>\$ 7,855,256</u>	<u>\$ 6,507,500</u>	<u>\$ 27,706,555</u>
<b>Other financing sources (uses):</b>				
Proceeds from issuance of long-term deb	-	-	(1,191,652)	-
Transfers in	18,471,301	17,566,636	12,971,420	10,394,523
Transfers out	(24,097,766)	(17,651,027)	(13,392,773)	(27,237,061)
<b>Total other financing sources (uses)</b>	<u>\$ (5,626,465)</u>	<u>\$ (84,391)</u>	<u>\$ (1,613,005)</u>	<u>\$ (16,842,538)</u>
<b>Net change in fund balances</b>	<u>\$ (1,518,753)</u>	<u>\$ 7,770,865</u>	<u>\$ 4,894,495</u>	<u>\$ 10,864,017</u>
<b>Debt service as a percentage of noncapital expenditures</b>	4.1%	1.9%	9.6%	2.5%

\* FY2021 reflects the implementation of GASB 84.

Source: City of Lathrop, California



**CITY OF LATHROP**  
**Changes in Fund Balances of Governmental Funds**  
**Last Ten Fiscal Years**  
(modified accrual basis of accounting)

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021*</u>	<u>2022</u>	<u>2023</u>
\$ 22,571,206	\$ 35,307,490	\$ 32,969,640	\$ 59,694,541	\$ 67,116,103	\$ 53,295,237
1,266,197	1,823,951	2,930,344	3,191,727	386,466	2,205,203
2,237,680	2,542,551	1,973,138	1,628,103	1,588,616	1,529,724
4,420,261	4,373,978	5,281,487	7,045,036	10,094,787	18,140,197
1,366,160	2,433,126	3,299,084	701,941	(2,101,280)	4,030,511
3,508,608	4,656,065	4,523,327	6,208,805	13,859,233	8,654,509
2,751,850	536,277	357,105	7,595,547	10,621,451	2,017,292
813,734	550,982	657,995	945,547	1,344,184	374,377
<u>\$ 38,935,696</u>	<u>\$ 52,224,420</u>	<u>\$ 51,992,120</u>	<u>\$ 87,011,247</u>	<u>\$ 102,909,560</u>	<u>\$ 90,247,050</u>
4,770,853	5,137,588	5,748,979	6,241,381	7,124,908	9,372,651
1,109,714	838,993	1,153,119	1,220,515	1,722,885	1,282,370
10,724,423	11,222,012	12,001,225	11,507,852	11,552,853	14,956,148
7,048,016	9,984,165	10,701,329	19,627,773	16,617,416	25,566,909
1,275,334	1,384,798	1,411,336	1,323,042	3,405,473	3,921,574
9,761,990	2,643,451	6,950,445	11,300,021	24,267,638	22,666,952
285,000	-	290,000	300,000	352,316	315,000
-	-	-	-	-	367,507
100,088	46,410	89,123	241,454	233,740	225,835
<u>\$ 35,075,418</u>	<u>\$ 31,257,417</u>	<u>\$ 38,345,556</u>	<u>\$ 51,762,038</u>	<u>\$ 65,277,229</u>	<u>\$ 78,674,946</u>
\$ 3,860,278	\$ 20,967,003	\$ 13,646,564	\$ 35,249,209	\$ 37,632,331	\$ 11,572,104
-	-	-	-	-	-
12,389,403	14,380,867	24,940,959	35,131,963	26,553,563	43,691,356
(12,526,985)	(11,941,565)	(21,685,548)	(33,354,033)	(32,233,805)	(40,547,445)
					1,462,298
<u>\$ (137,582)</u>	<u>\$ 2,439,302</u>	<u>\$ 3,255,411</u>	<u>\$ 1,777,930</u>	<u>\$ (5,680,242)</u>	<u>\$ 4,606,209</u>
<u>\$ 3,722,696</u>	<u>\$ 23,406,305</u>	<u>\$ 16,901,975</u>	<u>\$ 37,027,139</u>	<u>\$ 31,952,089</u>	<u>\$ 16,178,313</u>
1.5%	0.2%	1.2%	1.4%	1.4%	1.0%

**CITY OF LATHROP**  
**Property Tax Levies and Collections**  
**Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Taxes Levied for the Fiscal Year</u>	<u>Collected within the Fiscal Year of Levy</u>		<u>Collection in Subsequent Years</u>	<u>Total Collection to Date</u>	
		<u>Amount</u>	<u>Percent of Levy</u>		<u>Amount</u>	<u>Percent of Levy</u>
2014	2,821,126	2,821,126	100.00%	-	2,821,126	100.00%
2015	3,098,364	3,098,364	100.00%	-	3,098,364	100.00%
2016	3,353,607	3,353,607	100.00%	-	3,353,607	100.00%
2017	3,727,479	3,727,479	100.00%	-	3,727,479	100.00%
2018	4,125,753	4,125,753	100.00%	-	4,125,753	100.00%
2019	4,309,587	4,309,587	100.00%	-	4,309,587	100.00%
2020	4,812,631	4,812,631	100.00%	-	4,812,631	100.00%
2021	5,326,609	5,326,609	100.00%	-	5,326,609	100.00%
2022	5,853,282	5,853,282	100.00%	-	5,853,282	100.00%
2023	6,697,606	6,697,606	100.00%	-	6,697,606	100.00%

Source: County of San Joaquin, California, Office of the Controller.

**CITY OF LATHROP**  
**Assessed Value and Estimated Actual Value of Taxable Property**  
**Last Ten Fiscal Years**  
(in thousands)

Fiscal Year	City					
	Gross Taxable Assessed Value			Less: Exemptions	Net Taxable Assessed Value	Total Direct Tax Rate
	Secured	Unsecured	SBE Nonunitary			
2014	1,839,562,001	136,568,139	5,070,340	(18,622,849)	1,962,577,631	0.144%
2015	2,028,168,720	148,658,207	5,070,340	(19,297,974)	2,162,599,293	0.143%
2016	2,188,540,780	198,130,929	5,070,340	(18,624,442)	2,373,117,607	0.141%
2017	2,559,643,198	163,451,777	6,170,020	(18,624,442)	2,710,640,553	0.138%
2018	2,941,872,358	174,127,391	6,170,020	(18,831,913)	3,103,337,856	0.133%
2019	3,117,977,243	190,538,705	6,170,020	-	3,314,685,968	0.130%
2020	3,554,886,516	282,202,562	6,170,020	-	3,843,259,098	0.125%
2021	4,139,024,746	280,821,500	15,952,158	-	4,435,798,404	0.120%
2022	4,787,945,754	304,082,430	15,952,158	-	5,107,980,342	0.115%
2023	5,732,986,696	363,749,894	15,952,158	-	6,112,688,748	0.110%

**NOTE:**

In 1978 the voters of the State of California passed Proposition 13 which limited property taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum increase of 2%). With few exceptions, property is only re-assessed at the time that it is sold to a new owner. At that point, the new assessed value is re-assessed at the purchase price of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitations described above.

*Source: County of San Joaquin, California, Office of the County Assessor.*

**CITY OF LATHROP**  
**Principal Property Taxpayers**  
**Current Year and Ten Years Ago**

<u>Taxpayer</u>	<u>2023</u>		<u>2014</u>	
	<u>Taxable Assessed Value</u>	<u>Percent of Total City Taxable Assessed Value</u>	<u>Taxable Assessed Value</u>	<u>Percent of Total City Taxable Assessed Value</u>
TESLA MOTORS INC	\$ 251,826,249	4.12%	\$ -	0.00%
LIT INDUSTRIAL LP	\$ 227,405,146	3.72%	\$ -	0.00%
SOUTH LATHROP LAND LLC	197,982,919	3.24%	-	0.00%
TRIPPOINT LOGISTICS CENTER ILP LL	132,943,168	2.17%	-	0.00%
CALIFIA LLC	94,630,318	1.55%	57,418,806	2.93%
UNITED PARCEL SERVICE INC	86,022,770	1.41%	-	0.00%
PW FUND A LP	74,976,973	1.23%	-	0.00%
J R SIMPLOT COMPANY CORP	70,054,123	1.15%	47,626,291	2.43%
COLONY 2019 2 BULK INDUSTRIAL	67,275,425	1.10%	-	0.00%
CENTERPOINT PROPERTIES TRUST	65,167,548	1.07%	-	0.00%

*Source: County of San Joaquin, California, Office of the County Assessor.*

**CITY OF LATHROP**  
**Property Tax Rates**  
**Direct and Overlapping Governments**  
**Last Ten Fiscal Years**  
(rate per \$100 of assessed value)

<b>Fiscal Year</b>	<b>Basic County-wide Levy <sup>(1)</sup></b>	<b>School <sup>(2)</sup></b>	<b>All Other</b>	<b>Total Rate</b>
2014	1.00000%	0.09250%	0.00000%	1.09250%
2015	1.00000%	0.09230%	0.00000%	1.09230%
2016	1.00000%	0.14200%	0.00000%	1.14200%
2017	1.00000%	0.12820%	0.00000%	1.12820%
2018	1.00000%	0.13030%	0.00000%	1.13030%
2019	1.00000%	0.12280%	0.00000%	1.12280%
2020	1.00000%	0.11400%	0.00000%	1.11400%
2021	1.00000%	0.10490%	0.00000%	1.10490%
2022	1.00000%	0.13820%	0.00000%	1.13820%
2023	1.00000%	0.13660%	0.00000%	1.13660%

**NOTE:**

(1) In 1978, California voters passed Proposition 13 which sets the property tax rate at a 1.00% fixed amount. This 1.00% is shared by all taxing agencies, including the City of Lathrop, for which the subject property resides within. The City of Lathrop's portion varies by several Tax Rate Areas (TRAs) within the City.

*Source: San Joaquin County Assessor 2011/12 - 2020/21 Tax Rate Table*

**CITY OF LATHROP**  
**Sales Tax Rates**  
**Direct and Overlapping Governments**  
**Last Ten Fiscal Years**

<b>Fiscal Year</b>	<b>City Direct Rate</b>	<b>Measure K Rate</b>	<b>Measure C General Purpose</b>		<b>Transportation Development Act Rate</b>	<b>San Joaquin County Rate</b>	<b>State of California Rate</b>	<b>Total</b>
2014	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.25%	9.00%
2015	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.25%	9.00%
2016	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.25%	9.00%
2017	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%
2018	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%
2019	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%
2020	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%
2021	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%
2022	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%
2023	1.00%	0.50%	1.00%	**	0.25%	1.00%	5.00%	8.75%

**NOTE:**

\* A 1.00% increase in Sales and Use Tax became effective as of April 1, 2009 to augment the State of California's budget. On May 19, 2009, the voters did not approve the proposed "Budget Stabilization" constitutional amendment and the expiration date of this 1.00% increase was on July 1, 2011.

\*\* On November 6, 2012 the voters of Lathrop approved Measure C. Measure C is an additional 1: sales tax to be used for Public Safety and essential City services

Source: *City of Lathrop, California Finance Department*  
*County of San Joaquin, California, Office of the Auditor-Controller*

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**CITY OF LATHROP**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Gross Assessed Valuation	\$ 1,962,577,631	\$ 2,162,599,293	\$ 2,373,117,607	\$ 2,710,640,553
Debt Margin Ratio (1)	3.75%	3.75%	3.75%	3.75%
Debt Margin (Limit)	\$ 73,596,661	\$ 81,097,473	\$ 88,991,910	\$ 101,649,021
Less: total net debt applicable to limit: General obligation bonds	\$ -	\$ -	\$ -	\$ -
Net Legal Debt Margin	<u>\$ 73,596,661</u>	<u>\$ 81,097,473</u>	<u>\$ 88,991,910</u>	<u>\$ 101,649,021</u>
Total debt applicable to the the limit as a percentage of debt limit	0%	0%	0%	0%

**Notes**

(1) The Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% of market value. Effective with the 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel.) The computation shown above reflects a conversion of assessed valuation data for each fiscal year from the current full valuation perspective to the 25% level that was in effect at the time that the legal debt margin was enacted by the State of California for local governments located within the state. The limit shown is 3.75% (one-fourth of the previous limit of 15%).

Source: City of Lathrop, California Finance Department and the County of San Joaquin, California, Office of the Controller



**CITY OF LATHROP**  
**Legal Debt Margin Information**  
**Last Ten Fiscal Years**

<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
\$ 3,103,337,856	\$ 3,314,685,968	\$ 3,843,259,098	\$ 4,435,798,404	\$ 5,107,980,342	\$ 6,112,688,748
3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
\$ 116,375,170	\$ 124,300,724	\$ 144,122,216	\$ 166,342,440	\$ 191,549,263	\$ 229,225,828
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>\$ 116,375,170</u>	<u>\$ 124,300,724</u>	<u>\$ 144,122,216</u>	<u>\$ 166,342,440</u>	<u>\$ 191,549,263</u>	<u>\$ 229,225,828</u>
0%	0%	0%	0%	0%	0%

**CITY OF LATHROP  
Outstanding Debt  
Last Ten Fiscal Years**

Fiscal Year	Governmental Activities		Business-type Activities			
	Capital Leases (1)	Total Governmental Activities	Water Revenue Bonds	Notes	Certificates of Participation	PNC Bank Loan (2)
2014	6,865,382	6,865,382	12,970,000		-	5,667,004
2015	6,599,319	6,599,319	12,635,000		-	5,373,806
2016	4,190,000	4,190,000	12,635,000		-	5,070,256
2017	3,925,000	3,925,000	11,455,000	(4)	-	4,755,863
2018	3,640,000	3,640,000	10,846,145		-	4,430,488
2019	3,640,000	3,640,000	10,207,524		-	4,093,638
2020	3,350,000	3,350,000	9,550,312		-	3,744,895
2021	3,050,000	3,050,000	8,873,969		-	3,383,839
2022	2,745,000	2,745,000	8,177,936		-	3,010,037
2023	2,430,000	2,430,000	7,461,642			2,623,175

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

- (1) On July 1, 2005, the City entered into a capital lease agreement for the new City Hall Building.
- (2) On May 4, 2012, the City refunded the 2000 Certificates of Participation with the Compass Bank Loan.
- (3) These ratios are calculated using personal income and population for the prior calendar year.
- (4) On May 2017, the City refunded the Water Revenue Bonds.

Source: City of Lathrop, California Finance Department

**CITY OF LATHROP  
Outstanding Debt  
Last Ten Fiscal Years**

**Business-type Activities**

<b>State Revolving Fund Loan</b>	<b>Capital Leases</b>	<b>Total Business- type Activities</b>	<b>Total Primary Government</b>	<b>Percentage of Personal Income</b>	<b>Debt Per Capita (3)</b>
8,956,038	-	27,593,042	34,458,424	105.13%	1,742
8,562,968	-	26,571,774	33,171,094	93.63%	1,500
8,160,773	-	25,866,029	30,056,029	82.47%	1,301
7,749,237	-	23,960,100	27,885,100	69.04%	1,149
7,328,146	-	22,604,779	26,244,779	57.43%	1,081
6,897,278	-	21,198,440	24,838,440	47.89%	996
6,456,406	-	19,751,613	23,101,613	44.54%	861
6,005,297	-	18,263,105	21,313,105	37.65%	748
5,554,128	-	16,742,101	19,487,101	30.87%	622
5,071,412		15,156,229	17,586,229	21.22%	501

**CITY OF LATHROP**  
**Computation of Direct and Overlapping Debt**  
**June 30, 2023**

FY 2022/23 City Assessed Valuation	\$ 6,112,688,748
Redevelopment Agency Incremental Valuation	\$ -
Adjusted Assessed Valuation	<u>\$ 6,112,688,748</u>

<u>Overlapping Tax and Assessment Debt</u>	<u>Total Debt 6/30/23</u>	<u>Percentage Applicable to City of Lathrop (1)</u>	<u>City's Share of Debt 6/30/2023</u>
San Joaquin Delta Community College District	\$ 175,675,000	5.682%	\$ 9,981,854
Manteca Unified School District	211,129,885	22.065%	46,585,809
Tracy Unified School District	28,805,000	0.001%	288
Banta School District	320,000	72.673%	232,554
Manteca Unified School District Community Facility District No. 1989-2	17,655,000	20.749%	3,663,236
Manteca Unified School District Community Facility District No. 2005-4	4,755,000	100.000%	4,755,000
Banta School District Community Facilities District No. 2011-1	3,260,000	100.000%	3,260,000
River Islands Public Financing Authority Community Facilities District No. 2003-1	344,155,000	100.000%	344,155,000
River Islands Public Financing Authority Community Facilities District No. 2015-1	185,110,000	100.000%	185,110,000
River Islands Public Financing Authority Community Facilities District No. 2016-1	48,530,000	100.000%	48,530,000
River Islands Public Financing Authority Community Facilities District No. 2019-1	63,205,000	100.000%	63,205,000
River Islands Public Financing Authority Community Facilities District No. 2021-1	35,640,000	100.000%	35,640,000
City of Lathrop Community Facilities District No 2003-1	3,465,000	100.000%	3,465,000
City of Lathrop Community Facilities District No 2003-2	4,715,000	100.000%	4,715,000
City of Lathrop Community Facilities District No 2018-1, I.A.s 1-5	45,510,000	100.000%	45,510,000
City of Lathrop 1915 Act Bonds	21,010,000	100.000%	21,010,000
Reclamation District No. 17 Assessment District	20,515,719	56.199%	11,529,629
California Statewide Community Development Authority 1915 Act Bonds	1,867,000	100.000%	1,867,000
<b>Total Overlapping Tax and Assessment Debt</b>	<b><u>\$ 1,215,322,604</u></b>		<b><u>\$ 833,215,369</u></b>

**Ratios to FY 2022/23 Assessed Valuation:**  
**Total Overlapping Tax and Assessment Debt** **13.63%**

<u>Direct and Overlapping General Fund Obligation Debt</u>			
San Joaquin County Certificates of Participation	54,940,000	6.151%	3,379,359
Manteca Unified School District General Fund Obligations	13,979,000	22.065%	3,084,466
City of Lathrop General Fund Obligations	2,430,000	100.000%	2,430,000
Lathrop-Manteca Rural Fire Protection District Certificates of Participation	3,410,000	78.570%	2,679,237
<b>Total Direct and Overlapping General Fund Debt</b>			<b><u>\$ 11,573,063</u></b>
<b>Total Direct Debt</b>			<b><u>\$ 2,430,000</u></b>
<b>Total Overlapping Debt</b>			<b><u>\$ 842,358,432</u></b>
<b>Combined Total Debt</b>			<b><u>\$ 844,788,432</u></b>

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

<u>Ratios to Adjusted Assessed Valuation</u>	
<b>Total Direct Debt</b>	<b>0.04%</b>
<b>Combined Total Debt</b>	<b>13.82%</b>

Source: California Municipal Statistics, Inc.

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**CITY OF LATHROP**  
**Pledged-Revenue Coverage**  
**Last Ten Fiscal Years**

Fiscal Year	2000 Certificates of Participation/ PNC Bank Loan (1)					
	Water Revenue (3)	Less Operating Expenses (4)	Net Available Revenue	Debt Service		Coverage
				Principal	Interest	
2014	7,884,887	3,815,990	4,068,897	283,199	205,801	8.32
2015	6,642,758	3,484,902	3,157,856	293,198	195,802	6.46
2016	6,385,191	3,479,010	2,906,181	303,550	185,450	5.94
2017	7,834,887	4,366,161	3,468,726	314,393	174,733	7.09
2018	8,491,689	4,969,618	3,522,071	325,363	163,637	7.20
2019	9,212,760	6,303,489	2,909,271	336,850	152,150	5.95
2020	10,949,739	5,539,228	5,410,511	348,743	140,257	11.06
2021	10,241,182	6,216,829	4,024,353	361,056	127,944	8.23
2022	10,763,857	6,591,591	4,172,266	373,803	115,197	8.53
2023	11,085,970	8,667,182	2,418,788	386,862	101,900	4.95

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.  
 Operating expenses do not include interest or depreciation expenses.

(1) The 2000 COP's were refunded by the PNC Bank Loan on May 4, 2012.

The Required Debt coverage ratio for the PNC Bank Loan is 1.10%.

(2) The Required Debt coverage ratio for 2003 COP's/ Pacific Premier Bank Loan & SRF Loan is 1.00%.

(3) Gross revenues include interest earnings and connection fees.

(4) Operating expenses from Statement of Revenues, Expenses and Changes.

(5) Source: Debt Service Schedule. The Water Revenue Certificates of Deposit Series 1993A were funded on May 24, 2000. On May 24, 2000 the City issued the Installment Purchase Certificates of Participation, 2000 Series A. On July 16, 2003 the City issued Revenue Bonds (Water Supply Project), Series 2003. On May 4, 2012 the Compass Bank Loan refunded the 2000 COPs (Compass Bank Loan Cash Flow and Yield Verification Report)

(6) Expenses include 2000 Certificates of Participation Debt Service Requirements.

(7) Debt Service Requirements of 2003 Certificates of Participation & SRF Loan is net of capitalized interest.

\*Fund: 5620-50-50-480-01-00

\*Fund: 5650-50-50-480-01-00

Source: City of Lathrop, California Finance Department

**CITY OF LATHROP**  
**Pledged-Revenue Coverage**  
**Last Ten Fiscal Years**

<u>2003 COP's/ Pacific Premier Bank Loan &amp; SRF Loan (2)</u>			
<u>Debt Service</u>			
<u>Net Available Revenue (5)</u>	<u>Principal</u>	<u>Interest</u>	<u>Coverage</u>
3,579,897	680,000	1,681,102	1.52
2,668,856	728,070	954,719	1.59
2,417,181	402,196	945,592	1.79
2,979,600	411,536	936,254	2.21
3,033,071	421,091	926,699	2.25
2,420,271	1,069,489	475,545	1.57
4,921,511	1,093,053	451,981	3.19
3,535,353	1,122,305	422,729	2.29
3,683,266	1,152,348	392,686	2.38
1,930,026	1,193,631	361,403	1.24

**CITY OF LATHROP**  
**Demographic and Economic Statistics**  
**Last Ten Calendar Years**

<b>Calendar Year</b>	<b>Population (1)</b>	<b>Personal Income (in thousands) (2)</b>	<b>Per Capita Personal Income (2)</b>	<b>Unemployment Rate (2)</b>
2013	19,831	330,960	16,689	9.4%
2014	19,786	327,775	16,566	10.3%
2015	22,112	354,280	16,022	8.5%
2016	23,110	364,434	15,769	7.8%
2017	24,268	403,896	16,643	6.3%
2018	24,936	457,006	18,327	5.2%
2019	26,833	518,675	19,329	4.3%
2020	28,503	566,062	19,859	9.6%
2021	31,331	631,164	20,145	8.4%
2022	35,080	828,800	23,625	5.1%

Sources: (1) *California State Department of Finance*  
(2) *2010 and later - Income, Age and Education Data - US Census Bureau, most recent American Community Survey*



**CITY OF LATHROP**  
**Principal Employers**  
**Current Year and Nine Years Ago**

<b>Employer</b>	<b>2023</b>		<b>2014</b>	
	<b>Number of Employees</b>	<b>Percent of Total Employment</b>	<b>Number of Employees</b>	<b>Percent of Total Employment</b>
Tesla	3600	26.38%	0	0.00%
United Parcel Service (UPS)	1500	10.99%	30	0.45%
Pflug Packaging	450	3.30%	275	4.13%
Army Air Force Exchange Services	400	2.93%	0	0.00%
Wayfair	400	2.93%	0	0.00%
Super Store Industries (SSI)	390	2.86%	401	6.02%
Simwon America	388	2.84%	0	0.00%
California Natural Products (CNP)	384	2.81%	250	3.75%
MUSD (Lathrop Schools)	352	2.58%	235	3.53%
In-N-Out Burger	300	2.20%	50	0.75%
BUSD (R.I. Academies)	261	1.91%	38	0.57%
CBC Steel Buildings	220	1.61%	100	1.50%
Ashley Furniture	190	1.39%	0	0.00%
Target	172	1.26%	156	2.34%
Diamond Pet Foods	163	1.19%	100	1.50%
City of Lathrop	158	1.16%	118	1.77%

"Total Employment" as used above represents the Estimated total employment of all employers located within City limits.

Source: *California Labor Market Information, California EDD Website (www.ca.gov)*  
*City of Lathrop Community Development Department*

**CITY OF LATHROP**  
**Full-Time and Part-Time City Employees by Function**  
**Last Ten Fiscal Years**

<u>Function</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
General Government	23.40	23.60	24.60	23.60	23.60
Public Safety (1)	32.00	36.98	36.98	37.98	35.98
Public Works	21.83	22.83	29.50	30.80	33.80
Community Development	8.34	6.67	4.00	3.10	4.10
Culture & Leisure	18.41	20.76	21.00	20.56	21.01
Total Positions	<u>103.98</u>	<u>110.84</u>	<u>116.08</u>	<u>116.04</u>	<u>118.49</u>

(1) In June of 2022 the City launched its own police department. San Joaquin County Sheriff provided police protection prior to June 2022

Fire Service is provided by Lathrop Manteca Fire District.

Source: City of Lathrop, California Annual Adopted Budgets.

**CITY OF LATHROP**  
**Full-Time and Part-Time City Employees by Function**  
**Last Ten Fiscal Years**

<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
24.60	26.60	28.63	30.63	35.25
36.98	36.98	36.98	53.68	57.00
40.47	40.47	42.47	45.47	44.65
4.43	4.43	4.40	5.40	4.10
21.01	21.01	28.60	30.60	36.45
<b>127.49</b>	<b>129.49</b>	<b>141.08</b>	<b>165.78</b>	<b>177.45</b>

**CITY OF LATHROP**  
**Operating Indicators by Function**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Police:									
Arrests	489	708	572	705	550	558	554	624	*
Parking Citations Issued	380	444	696	1,385	1,084	1,389	1,237	1,489	*
Code Enforcement									
Housing Cases	20	35	29	28	54	74	64	55	62
Public Nuisance Cases	61	206	287	345	204	126	165	210	176
Vehicle Cases	12	11	67	193	140	118	129	145	133
Weed Abatement Cases	5	-	2	108	122	126	124	120	123
Building Permits									
Single Family Dwellings	130	350	220	291	392	381	649	879	924
Parks and recreation:									
Number of recreation classes	202	34	56	67	116	126	95	72	176
Number of facility rentals	1,870	542	450	390	1,598	1,388	1,041	617	206
Water:									
New connections	190	266	179	163	392	381	649	879	924
Average daily consumption (thousands of gallons)	3,550	3,508	3,052	3,274	4,200	4,128	4,128	4,742	4,812
Sewer:									
New connections	190	266	179	163	392	381	649	879	924

\* Transition to City of Lathrop, Police Department

Source: City of Lathrop, California departmental sources.

**CITY OF LATHROP**  
**Capital Assets Statistics by Function**  
**Last Ten Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Police:								
Stations	1	1	1	1	1	1	1	1
Fire:								
Fire Stations (1)	-	-	-	-	-	-	-	-
Public works:								
Streets (miles)	82.80	84.20	84.20	84.20	92.90	92.90	97.90	109.70
Streetlights	1,433	1,448	1,472	1,472	1,835	1,835	1,835	2,135
Parks and recreation:								
Parks (2)	16	16	16	16	18	20	22	25
Community centers	2	2	2	2	2	2	2	2
Senior centers	1	1	1	1	1	1	1	1
Water:								
Water mains (miles)	99.60	101.80	101.80	101.80	101.80	142.00	147.00	159.00
Maximum daily capacity (thousands of gallons)	15,250	15,250	15,250	15,250	15,250	16,500	16,500	16,500
Wastewater:								
Sanitary sewer (miles)	62.03	71.00	71.00	71.00	71.00	91.80	96.80	108.80
Miles of Reclaimed Water Lines	21.40	21.80	21.80	21.80	21.80	21.80	25.80	27.80
Maximum daily treatment capacity (thousands of gallons)	2,416	2,200	2,200	1,450	1,450	3,140	3,140	3,140

**NOTE:**

- (1) The City of Lathrop's fire protection is provided by the Lathrop-Manteca Fire District.
- (2) Source: City of Lathrop, Parks and Recreation Guide

Source: *City of Lathrop, California departmental sources.*

**CITY OF LATHROP**  
**Water Sold by Type of Customer**  
**Last Ten Fiscal Years**  
(in thousands of gallons)

<b>Type of Customer:</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Residential	690,963	671,095	628,208	625,187	745,359	738,530	794,181	907,150	939,163	950,154
Industrial	291,935	343,231	283,410	278,985	395,110	415,471	406,181	435,637	433,258	530,793
Commercial	116,496	91,599	71,396	101,549	139,290	135,130	145,195	152,476	157,053	150,318
Governmental	157,119	172,972	177,791	139,511	149,952	126,761	144,421	199,298	187,615	154,425
Construction	39,058	1,615	-	49,923	103,309	91,038	85,601	36,154	39,357	17,122
<b>Total</b>	<b>1,295,571</b>	<b>1,280,512</b>	<b>1,160,805</b>	<b>1,195,155</b>	<b>1,533,020</b>	<b>1,506,930</b>	<b>1,575,579</b>	<b>1,730,715</b>	<b>1,756,446</b>	<b>1,802,812</b>
<b>Total direct rate</b>										
per 1,000 gallons	\$ 2.63	\$ 2.63	\$ 3.04	\$ 3.49	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99	\$ 3.99

Source: City of Lathrop, California Public Works Department

**CITY OF LATHROP**  
**Water Rates**  
**Last Ten Fiscal Years**

<u>Fiscal Year</u>	<u>Monthly Base Rate</u>	<u>Rate per 1,000 Gallons</u>	<u>CSCDA Loan (1)</u>	<u>SCSWSP Facility Charge (2)</u>
2014	11.50	2.63	-	9.10
2015	11.50	2.63	-	9.10
2016	12.80	3.04	-	9.10
2017	14.40	3.49	-	9.10
2018	16.30	3.99	-	9.10
2019	16.30	3.99	-	9.10
2020	16.30	3.99	-	9.10
2021	16.30	3.99	-	9.10
2022	16.30	3.99	-	9.10
2023	16.30	3.99	-	9.10

**NOTE:**

Rates are based on 5/8" meter, which is the standard household meter size.

- (1) State of California Loan under the Safe Drinking Water Bond Law of 1976 was paid off on March 1, 2001.
- (2) On July 16, 2003, The City of Lathrop issued \$32,530,000 in Revenue Bonds to finance the acquisition and construction of water system improvements and related facilities, including water treatment facilities and distribution pipelines and to pay cost of issuance. The bonds have an ascending interest rate ranging from 3% to 6% and a final maturity date of June 1, 2035.

*Source: City of Lathrop, California Finance Department*

**CITY OF LATHROP**  
**Ten Largest Water Customers**  
**Current Year and Nine Years Ago**

<b>Water Customer</b>	<b>2023</b>		<b>2014</b>	
	<b>Water Charges</b>	<b>Percent of Total Water Revenues</b>	<b>Water Charges</b>	<b>Percent of Total Water Revenue</b>
California Natural Products	\$ 933,634	8.80%	\$ 562,213	10.75%
City of Lathrop	595,124	5.61%	325,850	6.23%
Manteca Unified School District	235,136	3.63%	172,953	3.31%
Super Store Industries	139,814	1.32%	104,619	2.00%
River Islands Public Finance Authority	65,307	0.62%	30,269	0.58%
Tesla Motors Inc	64,259	0.61%	-	0.00%
Pulte Group, INC	55,290	0.52%	-	0.00%
Sansome Skyline Lathrop, LP	52,145	0.49%	-	0.00%
Swiss American Sausage	50,766	0.48%	41,742	0.80%
IN-N-OUT Burger #804	50,326	0.47%	-	0.00%

*Source: City of Lathrop, California Finance Department*



**CITY OF LATHROP**  
**Top 25 Sales Tax Producers**  
**Current Year and Nine Years Ago**

2023		2014	
Business Name	Business Category	Business Name	Business Category
Percent of Fiscal Year Total Paid By Top 25 Accounts = 84.40%		Percent of Fiscal Year Total Paid By Top 25 Accounts = 85.77%	
Arco AM PM	Service Stations	Antonini Brothers	Service Stations
Ashley Furniture Dist Center	Fulfillment Centers	Carpenter Co	Textiles/Furnishings
Boral Roofing	Contractors	CBC Steel Buildings	Heavy Industrial
CBC Steel Buildings	Contractors	Creative Touch Interiors	Home Furnishings
Chevron	Service Stations	Dragon Products	Heavy Industrial
Chevron Power Market	Service Stations	<b>Eagles Nest Harley Davidson</b>	<b>Boats/Motorcycles</b>
City Food & Liquor	Convenience Stores/Liquor	Fast Lane Food/Gas Mart	Service Stations
Eagles Nest Harley Davidson	Boats/Motorcycles	Fleetpride West	Trailers/Auto Parts
Fast Lane	Service Stations	Joel Travel Plaza	Service Stations
Flying J Travel Plaza	Service Stations	JR Simplot Company	Food Service Equip./Supplies
In N Out Burger	Quick-Service Restaurants	Kabaritis AM PM	Service Stations
Joel Travel Plaza	Service Stations	Lathrop Gas & Food	Service Stations
Pape Kenworth	New Motor Vehicle Dealers	Lathrop Shell	Service Stations
Raymond Handling Concepts	Warehse/Farm/Const. Equip.	McDonalds	Quick Service Restaurants
Shell	Service Stations	Medcal Sales	Medical/Biotech
Target	Discount Dept Stores	Nationwide Fleet Powersports	Boats/Motorcycles
Tec Equipment	Trailers/Auto Parts	Owens & Minor Distribution	Medical/Biotech
Tesla Motors	Trailers/Auto Parts	Save Mart	Grocery Stores Liquor
Top Gun Drywall Supply	Building Materials	Target	Discount Dept Stores
Totten Tubes	Heavy Industrial	Top Gun Drywall Supply	Lumber/Building Materials
Tri West	Building Materials	Tower Mart	Service Stations
Tuff Boy Sales	Trailers/RVs	USAMotors. Com	Used Automotive Dealers
Two Guys Food & Fuel Inc	Service Stations	Utility Trailer Sales	Trailers/RVs
Utility Trailer Sales	Trailers/RVs	Valero	Service Stations
Wayfair	Fulfillment Centers	Walgreens	Drug Stores

\* Firms Listed Alphabetically

Source: State Board of Equalization, California Department of Taxes and Fees Administration, State Controller's Office.

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**CITY MANAGER’S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE OUT OF STATE TRAVEL FOR THE CHIEF OF POLICE TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) 2024 CONFERENCE AND EXPOSITION IN BOSTON, MA**

**RECOMMENDATION: Adopt Resolution Authorizing the Chief of Police to Attend the International Association of Chiefs of Police (IACP) 2024 Annual Conference and Exposition in Boston, MA, October 19 – 22, 2024**

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**SUMMARY:**

The International Association of Chiefs of Police (IACP) Conference is the world’s largest and most impactful law enforcement event of the year. More than 16,000 public safety professionals attend this event to learn new techniques, advance their knowledge and careers, and equip their departments for ongoing success.

The City of Lathrop’s Travel Policy, staff requires City Council’s approval for out of state travel. Therefore, staff is requesting approval for the Chief of Police to attend and represent the City of Lathrop at the 2024 IACP Conference and Exposition to be held in Boston, Massachusetts, from October 19, 2024 through October 22, 2024. Additionally, attendance to this conference will allow the Chief of Police to remain informed and up to date on the latest public safety tactics and technology. The estimated cost to attend this conference is approximately \$6,200, which includes registration for conference activities, hotel, airfare, transportation, meals, and minor incidentals. Sufficient funds are currently available in the approved Police Department training and travel budget for FY 2023-24.

**BACKGROUND:**

The International Association of Chiefs of Police (IACP) Conference is the world’s largest and most influential professional association for police leaders. With more than 33,000 members in over 170 countries, the IACP is a recognized leader in global policing, committed to advancing safer communities through thoughtful progressive police leadership. The IACP is known for its commitment to enhancing community safety by shaping the future of the police profession. The IACP is preparing current and emerging police leaders, and the agencies and communities they serve, to succeed in addressing the most pressing issues, threats, and challenges of the day.

**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING****APPROVAL FOR THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) 2024 EXPOSITION AND CONFERENCE TRIP TO BOSTON, MA**

Staff requests City Council approve the out-of-state travel for the Chief of Police to attend the 2024 IACP Conference and Exposition, in Boston, MA, from October 19, 2024 to October 22, 2024. The estimated cost is approximately \$6,200, which includes registration for conference activities, hotel, airfare, transportation, meals, and minor incidentals. Sufficient funds are currently available in the approved Police Department training and travel budget for FY 2023-24.

**REASON FOR RECOMMENDATION:**

Conferences like the IACP Conference provide opportunities to stay abreast of the latest innovations available to law enforcement in a combination of hands-on exhibits, live demonstrations and educational displays designed to see and test the latest and emerging technology trends available. It is important to ensure we are using the highest quality products and most cost effective materials.

**FISCAL IMPACT:**

The estimated cost to attend the IACP 2024 Exposition and Conference is approximately \$6,200. Sufficient funds are currently available in the approved Police Department training and travel budget for FY 2023-24.

**ATTACHMENTS:**

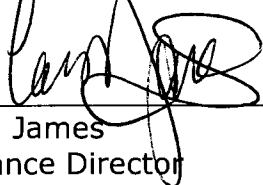
- A. Resolution Authorizing Out of State Travel for the Chief of Police to Attend the International Association of Chiefs of Police (IACP) in Boston, Massachusetts.
- B. IACP Conference 2024 Registration Information
- C. IACP Conference 2024 Schedule at-a-Glance

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVAL FOR THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE**  
**(IACP) 2024 EXPOSITION AND CONFERENCE TRIP TO BOSTON, MA**

**APPROVALS:**

  
\_\_\_\_\_  
Stephen Sealy  
Chief of Police


3/4/2024  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

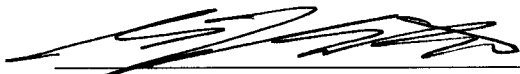
3/5/2024  
Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

3/4/2024  
Date

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

3.5.2024  
Date

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

3.4.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT OF STATE TRAVEL FOR THE CITY CHIEF OF POLICE TO ATTEND THE INTERNATIONAL ASSOCIATION OF CHIEFS OF POLICE (IACP) IN BOSTON, MASSACHUSETTS, OCTOBER 19 – 23, 2024**

**WHEREAS**, the IACP is the world’s largest and most impactful law enforcement event of the year for law enforcement professionals; and

**WHEREAS**, the IACP offers the latest public safety tactics, including modern technologies, live equipment demonstrations, and educational displays; and

**WHEREAS**, with the continued growth of the city, keeping City staff informed and up to date with the latest tactical equipment and intelligence technology are important to ensure staff is using the highest quality and most cost effective materials; and

**WHEREAS**, staff is requesting out of state travel approval for the Chief of Police to attend the IACP 2024 Exposition and Conference to be held in Boston, Massachusetts from October 19, 2024 through October 23, 2024; and

**WHEREAS**, the estimated cost to attend the IACP 2024 Exposition and Conference is approximately \$6,200, and sufficient funds are currently available in the approved Police Department training and travel budget for FY 2023-24.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop authorize the out of state for the Chief of Police to attend and represent the City of Lathrop at the 2024 IACP Conference and Exposition to be held in Boston, Massachusetts, from October 19, 2024 through October 22, 2024.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

[Rules for Participating](#)

## Attachment B

[Photo, Image, and Recording Disclaimer](#)

### IACP 2024 Registration Rates

Category*	Advance Registration On or Before September 4, 2024	On and after September 5, 2024
IACP Member - Full Conference	\$500	\$600
First Time IACP Member – Full Conference	\$445	\$545
Non-Member - Full Conference	\$700	\$850
Family Member		\$150
6-18		\$45
5 and under		Free
<u>Expo Hall Only</u>		Free
One-Day Pass	Not Available	\$160
Two-Day Pass	Not Available	\$235
Annual Banquet Ticket		\$125

\*See Terms

[Return to top](#)

### Refund Policy

## IACP 2024 Schedule at-a-Glance

<b>Thursday, October 17</b>	<b>Time</b>	<b>Location</b>
E-Badge Check-in Open	8:00 a.m. - 5:00 p.m.	BCEC
Exhibitor Registration Open	1:00 p.m. - 5:00 p.m.	BCEC
<b>Friday, October 18</b>	<b>Time</b>	<b>Location</b>
Exhibitor Registration Open	7:30 a.m. - 6:00 p.m.	BCEC
Committee/Section/Division Meetings	10:00 a.m. - 6:00 p.m.	Various Locations
Delegate Registration Open	1:00 p.m. - 6:00 p.m.	BCEC
<b>Saturday, October 19</b>	<b>Time</b>	<b>Location</b>
Delegate and Exhibitor Registration Open	7:00 a.m. - 5:30 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Opening Ceremony	9:30 a.m. - 10:30 a.m.	BCEC
Education Workshops	11:00 a.m. - 5:00 p.m.	BCEC
<b>Sunday, October 20</b>	<b>Time</b>	<b>Location</b>
Delegate and Exhibitor Registration Open	7:00 a.m. - 5:30 p.m.	BCEC
Education Workshops	8:00 a.m. - 3:00 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Exposition Hall Open	10:00 a.m. - 5:00 p.m.	BCEC
Exposition Hall Networking Event	3:00 p.m. - 5:00 p.m.	BCEC
<b>Monday, October 21</b>	<b>Time</b>	<b>Location</b>
Delegate and Exhibitor Registration Open	7:30 a.m. - 5:30 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Education Workshops	8:00 a.m. - 5:00 p.m.	BCEC



## IACP 2024 Schedule at-a-Glance

General Assembly	10:00 a.m. - 11:00 a.m.	BCEC
Exposition Hall Open	10:00 a.m. - 5:00 p.m.	BCEC
IACP's Chiefs Night	7:00 p.m. - 10:00 p.m.	TBD
<b>Tuesday, October 22</b>	<b>Time</b>	<b>Location</b>
Delegate and Exhibitor Registration Open	7:30 a.m. - 3:30 p.m.	BCEC
Education Workshops	8:00 a.m. - 4:30 p.m.	BCEC
Committee/Section/Division Meetings	8:00 a.m. - 5:00 p.m.	Various Locations
Closing General Assembly	10:00 a.m. - 11:00 a.m.	BCEC
Exposition Hall Open	10:00 a.m. - 2:00 p.m.	BCEC
Annual Banquet Reception and Dinner (Ticket Required)	6:00 p.m. - 9:00 p.m.	BCEC

The schedule is subject to change.

***\*Updated January 17, 2024.***

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE OUT OF STATE TRAVEL FOR TWO CITY ISD ENGINEERS TO ATTEND THE DEFCON 32 CONFERENCE IN LAS VEGAS, NEVADA**

**RECOMMENDATION: Adopt a Resolution Approving Out-Of-State Travel for Two City ISD Engineers to Attend the Defcon 32 Conference in Las Vegas, Nevada from August 8 –11, 2024**

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**SUMMARY:**

Defcon is an international annual convention where cyber security engineers join together in workshops, events and talks to collaborate on cyber security. For over three decades this conference has hosted the largest network of individuals working together to enhance the procedures and tools used for cyber security. Staff will greatly benefit from the knowledge gained from information sharing and participation in the workshops and events.

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 Defcon 32 in Las Vegas, Nevada, from August 8<sup>th</sup> through August 11<sup>th</sup>, 2024, with an estimated cost of \$5,000.

**BACKGROUND:**

Defcon 32 is an ideal environment for cyber security engineers to come together and learn about new products, technical advances, and the sharing of knowledge. This IT experience will feature new innovations in security, networking, and collaboration. Technology changes very fast, and it is critical that City ISD Engineers stay up-to-date on the latest developments in technology, how to properly utilize the technology, and how to secure the technology. City staff will learn from other organizations about what they are doing in their environments and how to better optimize the City's security infrastructure.

Defcon will feature a series of workshops, events, and talks to engage the engineers in a variety of ways on the innovations of technology regarding cyber security. These will be essential for City ISD Engineers to learn more about the latest technology, software and procedures for keeping the City's network secure and safe from potential malicious activities or threats.

Staff is requesting for City Council to approve the out of state travel for City staff to attend the Defcon 32 conference in Las Vegas, Nevada from August 8<sup>th</sup>, through August 11<sup>th</sup>, 2024, in the estimated amount of \$5,000.

**APPROVE OUT OF STATE TRAVEL FOR TWO CITY ISD ENGINEERS TO ATTEND THE DEFCON 32 CONFERENCE IN LAS VEGAS, NEVADA**

**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.

**FISCAL IMPACT:**

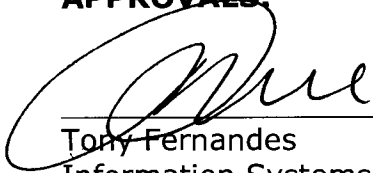
There are sufficient funds within the GL 1010-17-20-435-20-00 FY 24/25 for this training and travel expense.

**ATTACHMENTS:**

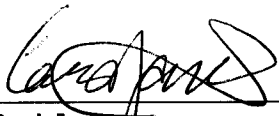
- A. Resolution Approving Out Of State Travel for Two City ISD Engineers to Attend the Defcon 32 Conference in Las Vegas, Nevada from August 8<sup>th</sup> through August 11<sup>th</sup>, 2024.

**CITY MANAGER'S REPORT: MARCH 11, 2024  
APPROVE OUT OF STATE TRAVEL FOR TWO CITY ISD ENGINEERS TO  
ATTEND THE DEFCON 32 CONFERENCE IN LAS VEGAS, NEVADA**

**APPROVALS:**

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

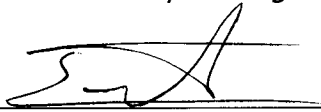
3-4-2024  
Date

  
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Cari James  
Finance Director

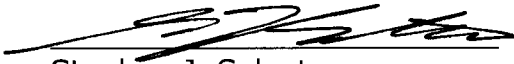
3/4/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

3.4.2024  
Date

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

2-28-2024  
Date

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

3.6.24  
Date

**RESOLUTION NO. 24 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE OUT OF STATE TRAVEL FOR TWO CITY ISD ENGINEERS TO ATTEND THE DEFCON 32 CONFERENCE IN LAST VEGAS, NEVADA**

**WHEREAS**, Defcon is an international annual convention where cyber security engineers join together in workshops, events and talks to collaborate on cyber security; 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**, this training will be essential for City ISD Engineers to learn more about the latest technology, software and procedures for keeping the City's network secure and safe from potential malicious activities or threats; and

**WHEREAS**, staff is requesting City Council approval for out of state travel, enabling City staff to attend Defcon in Las Vegas, Nevada, from August 8<sup>th</sup> through August 11<sup>th</sup>, 2024, with an estimated cost of \$5,000 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 Defcon 32 in Las Vegas, Nevada from August 8<sup>th</sup> through August 11<sup>th</sup>, 2024.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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



[Home](#)   [Recent News](#)   [Archives »](#)   [About »](#)

## Frequently asked questions about DEF CON

### What is DEF CON?

DEF CON is one of the oldest continuously running hacker conventions around, and also one of the largest.

### How did DEF CON start?

Originally started in 1993, it was meant to be a party for members of "Platinum Net", a Fido protocol based hacking network out of Canada. As the main U.S. hub I was helping the Platinum Net organizer (I forget his name) plan a closing party for all the member BBS systems and their users. He was going to shut down the network when his dad took a new job and had to move away. We talking about where we might hold it, when all of a sudden he left early and disappeared. I was just planning a party for a network that was shut down, except for my U.S. nodes. I decided what the hell, I'll invite the members of all the other networks my BBS (A Dark Tangent System) system was a part of including Cyber Crime International (CCI), Hit Net, Tired of Protection (ToP), and like 8 others I can't remember. Why not invite everyone on #hack? Good idea!

### Where did the name come from?

The short answer is a combination of places. There as a SummerCon in the summer, a HoHoCon in the winter, a PumpCon during Halloween, etc. I didn't want any association with a time of year. If you are a Phreak, or just use your phone a lot you'll notes "DEF" is #3 on the phone. If you are into military lingo DEF CON is short for "Defense Condition." Now being a fan of the movie War Games I took note that the main character, David Lightman, lived in Seattle, as I do, and chose to nuke Las Vegas with W.O.P.R. when given the chance.

# FAQ

[Community »](#)   [Resources »](#)   [SUBMIT! »](#)

## DEF CON Sites



Forums



Groups



Media Server



InfoCon.org

## The Goods



Official Swag



Source Knowledge

Conference Recordings

## Past Media



Torrents Page



DEF CON Media Server



InfoCon.org



Well I knew I was doing a con in Vegas, so it all just sort of worked out.

There are several resources that will give you an idea of what DEF CON is all about.

DEF CON Press: through the prism of the media

DEF CON Groups: Local groups that meet

DEF CON Media Server: DC 1 to the present, captured

Google: always a good research starting point

Just remember, DEF CON is what you make of it.

## **When and where is DEF CON?**

DEF CON is generally in the last week of July or first week of August in Las Vegas. DEF CON 32 will be held August 8th through August 11th, 2024.

Many people arrive a day early, and many stay a day later.

## **Isn't there a DEF CON FAQ already?**

Yes, an unofficial one. It's quite humorous, sometimes informative, and DEF CON takes no responsibility for its content. It is archived here.

## **What are the rules of DEF CON?**

Physical violence is prohibited. Harassment of any kind is prohibited. We don't support illegal drug use. Minors should be accompanied by their parent(s) or guardian(s). Please refrain from doing anything that might jeopardize the conference or attendees such as lighting your hair on fire or throwing lit road flares in elevators. DEF CON Goons are there to answer your questions and keep everything moving. Hotel security is there to watch over their property. Each has a different mission, and it is wise to not anger the hotel people. Please be aware that if you engage in illegal activities there is a large contingency of feds that attend DEF CON. Talking about how you are going to bomb the RNC convention in front of an FBI agent is a Career Limiting Move!

You can view the DEF CON Code of Conduct at <https://defcon.org/html/links/dc-code-of-conduct.html>.

## **Is DEF CON cancelled?**

No.

## **What is there to do at DEF CON?**

DEF CON is a unique experience for each con-goer. If you google around you'll find dozens of write-ups that will give you an idea of what people have experienced at DEF CON. Trust write-ups more than media articles about the con. Some people play capture the flag 24x7, while many people never touch a computer at DEF CON. Some people see every speech they can, while others miss all speeches. Other activities include contests, movie marathons, scavenger hunts, sleep deprivation, lock picking, warez trading, drunken parties, spot the fed contest, the official music events. Because DEF CON is what the attendees make of it, there are more events than even we are aware of. Half the fun is learning what happened at DEF CON after the fact!

## **I'm not a hacker, should I go to DEF CON?**

Many people have different definitions of what is a 'hacker'. I would recommend looking at previous years speeches, and write-ups from past attendees - this should give you a good idea if DEF CON is for you. This hacker FAQ might give you some insight into the matter as well. If you do not have any technical interests, DEF CON is probably not for you. Sure there is a lot of socializing you can do, but technology and hacking is the core of the con.

## **Do criminals go to DEF CON?**

Yes. They also go to high school, college, work in your workplace, and the government. There are also lawyers, law enforcement agents, civil libertarians, cryptographers, and hackers in attendance. Ssshhh. Don't tell anyone.

## **What are Goons?**

They are the staff at DEF CON. They have many roles including safety, speaker coordination, vendor room coordination, network operations, et cetera... Please try to be helpful to them if they make requests of you. If any goon tells you to move, please do so immediately as there may be safety issues they are attempting to address.

## **How can I help out or become a Goon?**

The staff at DEF CON has grown organically. All positions have some degree of trust associated with them, so typically new goons are 'inducted' by friends of existing goons. There are many random points when goons need help and may ask people for help, generally for helping move stuff or other tasks that don't require high amounts of trust or unsupervised work. Just because you help out doesn't make you a goon. If you really want to be a goon, talk with one and see how much work they actually do (Hint: you may want to enjoy being at DEF CON, not working full-time at it). One year the network group got a new Goon when a networking engineer was needed, and he came to the rescue. The intent behind the goons is not to be elitist, but to have a network of trusted people who can help run the conference - please do not feel upset if you are not chosen to be a goon.

## **How can I help or participate?**

DEF CON is not a spectator sport! Before the con, during, and after there are chances for you to get involved. Before the con you can read about the contests and maybe sign up for one like Capture the Flag. There are artwork contests for shirts and posters. You can practice your lock pick skills, or just get your laptop all locked down and ready to do battle. Organize your .mp3s. Check out the DEF CON Forums to see what other people are up to. If you want to create your own event, you can do that as well - you will not get official space or sanctions, but virtually every official event at DEF CON started out as an unofficial event.

## **I would love to see XYZ event, how do I make this happen?**

Virtually all events at DEF CON were conceived by the attendees. The DEF CON forums are a great place for recruiting help for an event you want to put on, and making sure your efforts aren't being duplicated. If it doesn't require resources from DEF CON (space, namely) you generally don't have to ask anyone's permission. Most events are unofficial until they've been going on for a couple of years. Please let us know if you have an idea for an event, we may help facilitate or promote it. Email [suggestions at DEF CON dot org] to keep us in the loop.

## **What should I bring?**

It depends on what you're going to do at DEF CON. This is discussed in quite some depth on the unofficial DC FAQ, as well as a thread in the DC Forums. You may want to bring fancy (or outrageously silly) clothes for the official Music events, on Friday and Saturday nights, where everyone shows off nifty attire.

## **How much do rooms cost, and how do I reserve a room?**

The DEF CON 32 group room registration is evolving! We are working on room blocks at several hotels.

Currently we have a block at Sahara: <https://book.passkey.com/e/50769948>

Check the the DEF CON 32 venue page periodically for more as we add them

## **How much is internet access?**

We are looking into this. Free (and possibly more dangerous) internet access is available in the convention area.

## **Will the hotels broadcast the speeches on their cable system?**

DEF CON TV has successfully streamed all tracks to all the hotels in the past, and a couple of tracks out to the internet, for several years now. We are navigating a new venue and new hotels, so stay tuned. If we can, we probably will!

## **Will we have DEF CON branded poker chips?**

You will have to attend DEF CON to find out.

## **Will conference attendees have entire floors of hotel rooms to themselves?**

Probably not. Hotels have been very cooperative in attempting to centralize the DEF CON attendees, for their convenience and ours, but there will be non-DEF CON attendees in hotel rooms next to us.

## **This FAQ didn't answer my questions, or was unclear, how can I get further information?**

Check out the DEF CON Forums to ask follow up questions.

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# DEF CON 32 THEME & STYLE GUIDE

Theme & Style Guide

Call Index

## THEME: ENGAGE

The internet is our Global Commons and we rely on it in ways we couldn't have predicted a few decades ago. Unfortunately the internet has been slipping out of our hands and it is becoming more noticeable.

There are a lot of reasons for this. Tech monopolies doing tech monopoly

stuff is a big one. In the name of efficiency and control the internet has become more centralised and less resilient. The move away from open protocols and publicly maintained standards is another.

At some point the speculators demand to be paid, and the platforms we've built little universes around start removing services and raising prices. The apps begin to intrude on us more, leveraging our data for cash. Terms of Service and dark pattern updates. Everything gets worse fast.

Cory Doctorow calls this process 'enshittification'. He has a lot of good ideas about how to reverse it and you really should watch his DC31 presentation if you haven't. (On the Media Server, or YouTube)

Cory's talk resonated with a lot of us. The germ of this year's theme started to form. What is the opposite of enshittification?

How do we respond to this trend as a community?

## We Engage.

To take back the internet we need to engage.

There are open alternatives to many of the services the App Lords are serving up. We can join them, use them and invite others. If they're not as robust or full-featured as we want, we can help improve them. If no open alternative exists, we can pool our talents and create one like our friends in the Cult of the Dead Cow did with Veilid.

(<https://www.youtube.com/watch?v=Kb1IKscAMDQ>)

If the rules need changing, there's a whole world of policy that is always looking for feedback. We encourage you to check out the Policy

Community at DEF CON.. We encourage you to get involved locally wherever you fit in. Engagement is the antidote to apathy.

Join a DEF CON Group and share what you know. Show someone you care about how to escape the walled gardens and echo chambers.

Share your engagement ideas with us at [defcon.social](https://defcon.social) or on the DEF CON Forums and we'll amplify. We'll highlight the coolest ideas and projects you share with us, both online and at DC32.

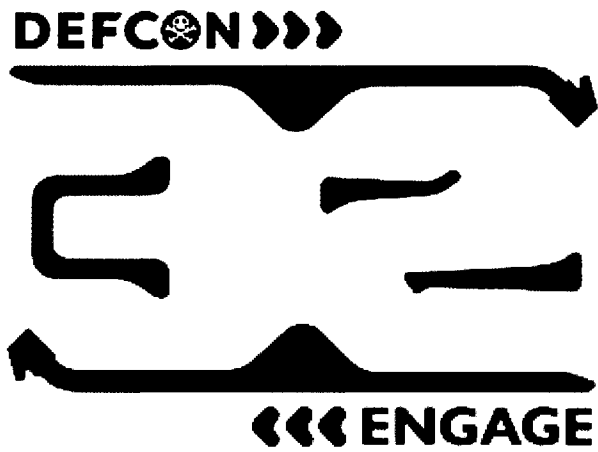
The important thing is to get involved, nothing blooms where nothing is planted.

We can give the future a fighting chance. We can help open solutions flourish. We can build public alternatives to privatized space. We can both consume culture AND create it. The future we want is open, secure and accessible. The walled gardens have had their day.

# VISUALS

## Logo





Fonts

**SOFACHROME**

Neuropol X

Lato

Palette

#FFAC11 | Pantone 7408C

#892BE1 | Pantone 527C

#DB1675 | Pantone 219C

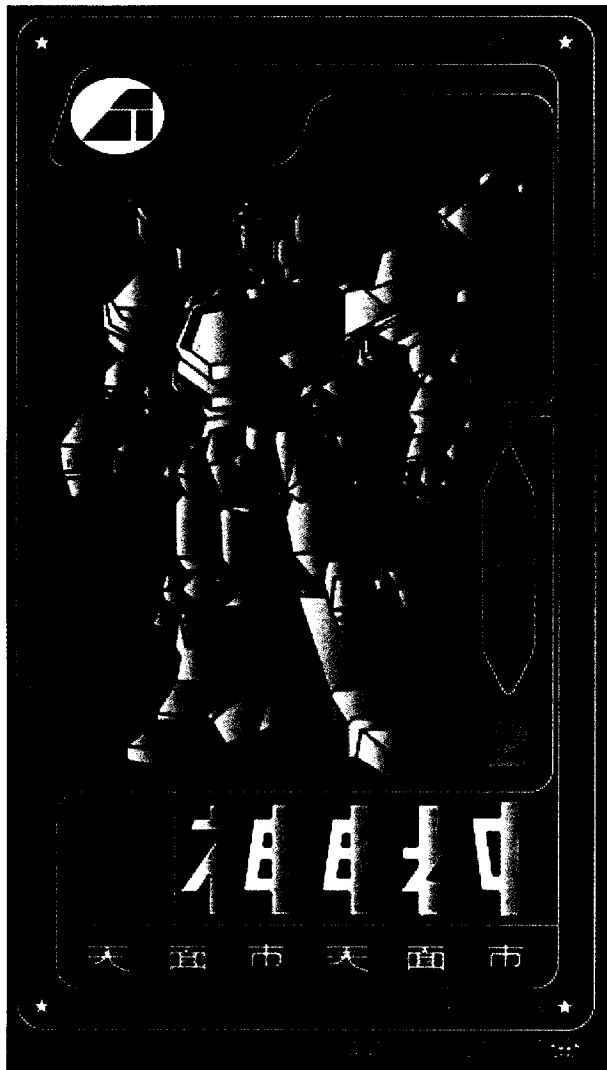
#0A7985 | Pantone 5483C

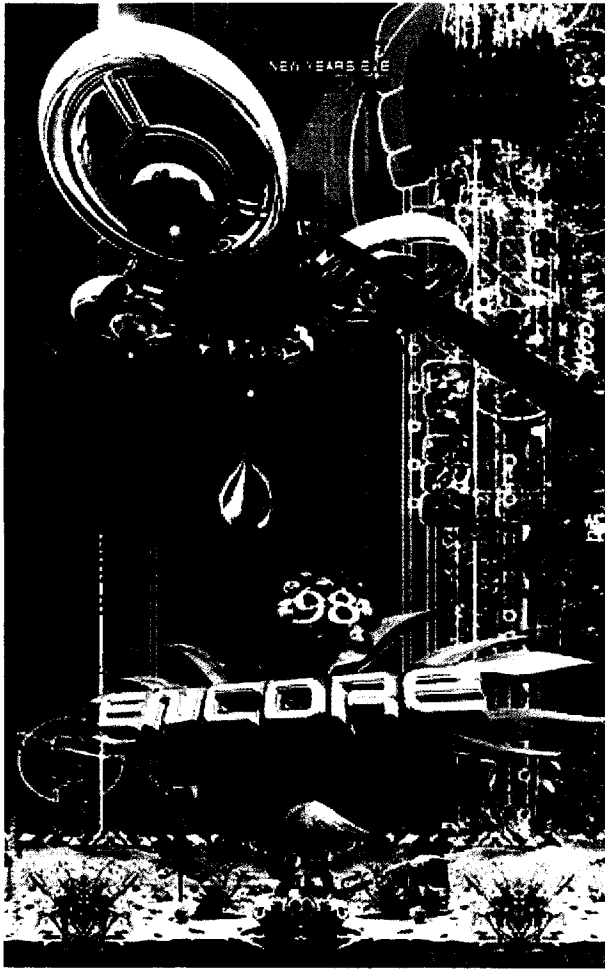
The visual vibes for this year are inspired by Mar Williams' art and what Tumblr tastemakers would call the 'Y2K Aesthetic'. A rave flyer left under

your windshield. The logo of a hip cybercafe with a T1. The turn of the century was electric with possibilities, both good and bad. We had to create a whole new iconography for the internet, and the energy spilled out everywhere. The future looked frictionless and holographic, crystalline and superclean.

The widespread adoption of the Web felt revolutionary. The potential of this new tool was boundless, and that feeling of limitless possibility was all over pop culture. That's the feeling we're trying to capture.

Sure, some shady developers want to turn our commons into a strip mall. They don't have to have the last word. When you're putting together your stickers, badges, and other goodies for DEF CON 32, keep this vibe in your heart.





# HOMework

## Media:

For books and movies to get you in the headspace, we're selecting works that center around the difference that can be made by a small group of determined people, even when there's already a little dystopia to deal with. Here's a book list to get you started.

## Books:

Hacking Politics - How Geeks, Progressives, The Tea Party, Gamers, Anarchists and Suits Teamed Up to Defeat SOPA

Kim Stanley Robinson : New York 2140

also from KSR - Mars Trilogy, Aurora

Octavia Butler: Parable of the Sower

Becky Chambers: Wayfarers Series - The Long Way to a Small, Angry Planet

Neal Stephenson - Seveneves

## Movies:

Seven Samurai

Children of Men

Snowpiercer

We Live in Public

Top of Page

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE OUT-OF-STATE TRAVEL FOR TWO CITY STAFF TO ATTEND THE TYLER CONNECT 2024 CONFERENCE**

**RECOMMENDATION: Adopt a Resolution Authorizing Out-of-State Travel for the Senior Management Analyst and Customer Service Supervisor to Attend the Tyler Connect 2024 Conference in Indianapolis, Indiana From May 19-22, 2024**

---

**SUMMARY:**

The Tyler Technology Connect 2024 (Connect 24) is the annual user conference for the City's comprehensive Enterprise Resource Planning (ERP) software. This conference is for Tyler Technology clients only and provides insight into best practices as well as unique opportunities to improve our services by making full use of our financial, billing, human resources, licensing and budget software. Connect 2024 offers wide-ranging workshop options, product training, technical applications, and business best practices. This event will give staff opportunities to discover new ways to learn of software enhancements, tips and tricks, and advanced product uses to improve City performance and efficiencies.

Aligned with the goals of keeping City staff informed and up-to-date on the latest technology, Staff requests approval for the City's Senior Management Analyst and Customer Service Supervisor to attend the Connect 24 Conference to be held in Indianapolis, Indiana from May 19, 2024 through May 22, 2024. Tyler Connect 2024 is exclusively for Tyler clients to interact and learn directly from Tyler experts and Tyler user communities, and will assist the City with making better use of our technology investment in daily work. Staff that will be attending will attend sessions that will benefit the Department and the City as a whole. Staff will then take a train the trainer's approach upon return by updating the rest of the Department's on lessons learned from the experts in the usage of the ERP system

Staff requests City Council approve the out-of-state travel for the City's Senior Management Analyst and Customer Service Supervisor to attend the Connect 2024 Conference in Indianapolis, Indiana from May 19, 2024 to May 22, 2024. The estimated cost is \$7,000. Sufficient funds were allocated in the approved FY 2023-24 budget to cover the cost of the training and travel.

**BACKGROUND:**

Since 2012, the City has been utilizing New World Systems (NWS) Enterprise Resource Planning (ERP) software for various functions including Financial Management, Human Resources, Utility Management, and Community

**CITY MANAGER'S REPORT** **PAGE 2**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE OUT-OF-STATE TRAVEL FOR TWO CITY STAFF TO ATTEND THE TYLER CONNECT 2024 CONFERENCE**

Development. In 2015, Tyler Technologies acquired NWS software. The ERP system has supported City staff in the delivery of government services and improved the efficiency and effectiveness of the City's customer service and business practices.

Over time, Tyler Technologies has created online content and regional training programs providing opportunities for City staff to enhance their skills and knowledge of the ERP system.

This spring, Tyler Technologies will be holding their annual user conference in Indianapolis, Indiana. Tyler Connect 2024 (Connect 24) is the City of Lathrop Financial System's annual user conference. Connect 2024 provides extensive workshop options, product training, technical applications, and business best practices. This event will provide staff with opportunities to explore new ways to learn about software updates, tips and tricks, advanced product use to improve performance and efficiency, and learn from Tyler experts and Tyler user communities.

Staff recommends that City Council approve the out-of-state travel for the City's Senior Management Analyst and Customer Service Supervisor to attend the Connect 2024 Conference in Indianapolis, Indiana from May 19, 2024 to May 22, 2024. The estimated cost is \$7,000.

**REASON FOR RECOMMENDATION:**

This event will give staff opportunities to discover new ways to learn software enhancements, tips and tricks, and advanced product use to help improve performance and efficiencies. Staff that will be attending will attend sessions that will benefit the Department and the City as a whole. Staff will then take a train the trainer's approach upon return by updating the rest of the Department's on lessons learned from the experts in the usage of the ERP system. Additionally, per the City of Lathrop's Travel Policy, Staff requires City Council's approval for out-of-state travel.

**FISCAL IMPACT:**

The estimated total cost of attending the Tyler Connect 2024 Conference is \$7,000. Sufficient funds were allocated in the approved FY 2023-24 budget as approved by City Council.


**ATTACHMENTS:**

- A. A Resolution to Authorize Out-of-State Travel for the Senior Management Analyst and Customer Service Supervisor to Attend the Tyler Connect 2024 Conference in Indianapolis, Indiana.
- B. Tyler Connect 2024 Conference Information and Agenda




**CITY MANAGER'S REPORT** **PAGE 3**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**APPROVE OUT-OF-STATE TRAVEL FOR TWO CITY STAFF TO ATTEND THE**  
**TYLER CONNECT 2024 CONFERENCE**

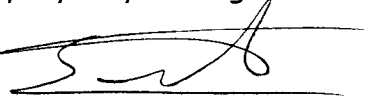
**APPROVALS:**

  
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Cari James  
Finance Director

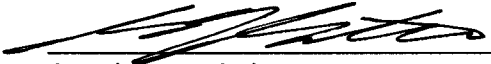
3/5/2024  
Date

  
\_\_\_\_\_  
Thomas Hedegard  
Deputy City Manager

3/5/2024  
Date

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

3.5-2024  
Date

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

3.6.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AUTHORIZE OUT-OF-STATE TRAVEL FOR THE SENIOR MANAGEMENT ANALYST AND CUSTOMER SERVICE SUPERVISOR TO ATTEND THE TYLER CONNECT 2024 CONFERENCE IN INDIANAPOLIS, INDIANA FROM MAY 19-22, 2024**

**WHEREAS**, since 2012, the City has been utilizing New World Systems (NWS) Enterprise Resource Planning (ERP) software for various functions including Financial Management, Human Resources, Utility Management, and Community Development; and

**WHEREAS**, the ERP system has supported City staff in the delivery of government services and improved the efficiency and effectiveness of the City's customer service and business practices; and

**WHEREAS**, the Tyler Connect 2024 (Connect 24) Conference is the City of Lathrop Financial System's annual user conference for Tyler clients only and providing a unique opportunity to improve our services by fully utilizing our New World Systems ERP software; and

**WHEREAS**, the Connect 24 offers comprehensive workshops options, product training, technical applications, and business best practices; and

**WHEREAS**, this event will give staff opportunities to discover new ways to learn of software enhancements, tips and tricks, and advanced product use to help improve performance and efficiencies; and

**WHEREAS**, staff is requesting out-of-state travel for the Senior Management Analyst to attend at the Tyler Connect 2024 Conference; and

**WHEREAS**, aligned with the goals of keeping City staff informed and up-to-date on the latest technology, Staff requests approval for the Senior Management Analyst and Customer Service Supervisor to attend the Tyler Connect Conference to be held in Indianapolis, Indiana from May 19, 2024 through May 22, 2024; and

**WHEREAS**, the estimated cost is \$7,000 and sufficient funds have been allocated in the approved FY 2023-24 budget.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop authorizes the out-of-state travel for the Senior Management Analyst and Customer Service Supervisor to attend the Tyler Connect 2024 Conference in Indianapolis, Indiana from May 19, 2024 to May 22, 2024.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

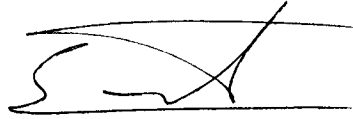
ABSTAIN:

ABSENT:

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

ATTEST:

APPROVED AS TO FORM:



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

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



## Tyler Connect 2024

### "Transforming for Tomorrow"

Join us May 19-22, 2024, in Indianapolis, Indiana.

Our annual Tyler Connect user conference is essential to our mission of empowering the public sector to help create safer, strong communities. Join us at Connect 2024 where you not only get to see our mission in action, but you get to be a part of it.

New to Connect? Visit our [Connect 101 information page](#).

[Register Now](#)

#### GENERAL INFO

### When & Where

May 19-22, 2024  
Indianapolis, Indiana  
Indiana Convention Center

### Registration Fees


Early Bird (ends 3.22.24) \$1,199  
Standard (begins 3.23.24) \$1,449  
See [Conference Info](#) for more details

### Helpful Info

[Code of Conduct](#)  
[ROI Planning Document](#)  
[FAQs](#)


## Full Conference Agenda

All times listed are Eastern



**Sunday, May 19**  
**Registration & Solutions Hub Open**  
12:00 p.m.–6:00 p.m.

**Workshops**  
1:00 p.m.–5:00 p.m.



**Monday, May 20**  
**Registration & Solutions Hub Open**  
7:30 a.m.–4:30 p.m.

**Session 1 (Opening & Keynote)**  
8:30 a.m.–9:30 a.m.

**Break**  
9:30 a.m.–10:00 a.m.

**Session 2**  
10:00 a.m.–11:00 a.m.

**Break**  
11:00 a.m.–11:30 a.m.

**Session 3**  
11:30 a.m.–12:30 p.m.


**Lunch**  
12:30 p.m.–2:00 p.m.

**Session 4**  
2:00 p.m.–3:00 p.m.

**Break**  
3:00 p.m.–3:30 p.m.

**Session 5**  
3:30 p.m.–4:30 p.m.

**Client Happy Hours**  
4:30 p.m.–6:00 p.m.



**Tuesday, May 21**  
**Registration & Solutions Hub Open**  
8:00 a.m.–4:30 p.m.

**Session 6**  
8:30 a.m.–9:30 a.m.

**Break**  
9:30 a.m.–10:00 a.m.

**Session 7**  
10:00 a.m.–11:00 a.m.

**Break**  
11:00 a.m.–11:30 a.m.

**Session 8**  
11:30 a.m.–12:30 p.m.


**Lunch**  
12:30 p.m.–2:00 p.m.

**Session 9**  
2:00 p.m.–3:00 p.m.

**Break**  
3:00 p.m.–3:30 p.m.

**Session 10**  
3:30 p.m.–4:30 p.m.

**Client Appreciation Event**  
7:30 p.m.–10:30 p.m.



**Wednesday, May 22**  
**Registration Open**  
8:00 a.m.–12:00 p.m.

**Session 11**  
8:30 a.m.–9:30 a.m.

**Break**  
9:30 a.m.–10:00 a.m.

**Session 12**  
10:00 a.m.–11:00 a.m.

**Break**  
11:00 a.m.–11:30 a.m.

**Session 13**  
11:30 a.m.–12:30 p.m.

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**CITY MANAGER’S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE AN AGREEMENT FOR A RAPID EMERGENCY RESPONSE SYSTEM AND RELATED BUDGET AMENDMENT**

**RECOMMENDATION: Adopt a Resolution Approving an Agreement for a Rapid Emergency Response System and Related Budget Amendment**

**SUMMARY:**

To help protect the public and employees within City facilities, panic buttons were previously installed to alert emergency personnel in the event of a safety emergency. The current system for emergency rapid response is not compliant with recommendations from Federal Emergency Management Agency (FEMA) nor the Department of Justice (DOJ) and is reaching technological end of life. The proposed new rapid emergency response system would reduce the delay in response when City staff press the panic buttons. The proposed upgraded system for rapid emergency response is intended to improve the security infrastructure and enhance safety by reducing the response time in emergency situations. This system will alert first responders and occupants of certain City facilities of an emergency with directions on how to proceed to safety and is compliant with recommendations issued by DOJ and FEMA.

The proposed rapid emergency response system uses a variety of devices such as panic buttons, pull switches and strobe lights to quickly alert the occupants of the building that an emergency alarm has been triggered and provides audible instructions to safely exit the City facility. The system will simultaneously alert police, fire and medical personnel to respond to the City facility where the alert was initiated. This will increase the security infrastructure by reducing the amount of time it takes for emergency responders to be alerted of the emergency and be dispatched to the location. The rapid emergency response system allows for communication through a control panel to communicate internally to the entire City facility at once. Details of the system are not published to prevent potential security threats, misuse of information and potential malicious activity. Staff proposes for the system to be installed at the locations listed for the amounts included on Table 1 below. There will also be an annual fee of \$14,304 for annual service and inspections of the monitoring of the system.

Table 1

City Hall	\$21,692
Generations Center	\$21,234
Community Center	\$19,189
Animal Center	\$19,189
Police Department	\$17,144
Senior Center	\$17,144

**APPROVE AN AGREEMENT FOR A RAPID EMERGENCY RESPONSE SYSTEM AND RELATED BUDGET AMENDMENT**

A contingency of \$13,000 for required infrastructure and implementation of the system is also being requested.

Staff is requesting City Council approve an agreement for an emergency rapid response system for an initial purchase price of \$129,896 that comes with equipment, installation and the first-year monitoring services and a contingency of \$13,000 for implementation and required infrastructure for a total of \$142,896. The funds for this were not budgeted and staff is requesting a budget amendment to increase CIP GG 19-07 Citywide Surveillance Systems to cover the expenses.

**BACKGROUND:**

The current emergency response system is over ten (10) years old and is reaching the technological end of life and has a delay in communicating with emergency first responders like police, fire and medical personnel. Therefore, ISD staff proposes a new emergency response system to enhance the safety of the public, employees and contractors who may be in a City facility at the time of an emergency. Enhancement of the City's security infrastructure and direct engagement with Lathrop Police Department and Lathrop Manteca Fire Department will reduce the time it takes first responders to be dispatched. This new system utilizes a variety of devices such as mobile panic buttons, pull switches and control panels to allow users to quickly alert emergency responders and building occupants of an emergency. The control panel allows for communication such as verbal instructions on how to proceed to safety internally and control of the strobe lights. Unlike other rapid response systems, the proposed system is compliant with the recommendations issued by FEMA for Incident Command Structure and Multi-Hazard Communication. This system is also compliant with requirements issued by the Department of Justice (DOJ) regarding active shooter compliance.

Details of this emergency response system are not published in order to protect the City from potential security threats, misuse of information and potential malicious activities. This system will become a critical component of security infrastructure in the buildings listed in Table 1 for the amounts listed. There will also be an annual fee of \$14,304 for annual service and inspections with monitoring of the system. A contingency of \$13,000 is being requested for required infrastructure and implementation of the system as the quotes were prepared remotely without the vendor physically visiting the sites.

Staff is requesting City Council approve an agreement for an emergency rapid response system for \$129,896 and contingency of \$13,000. The funds for this were not budgeted and staff is requesting a budget amendment to increase CIP GG 19-07 Citywide Surveillance System to cover the expenses.

**REASON FOR RECOMMENDATION:**

The rapid response emergency system proposed to be added to CIP GG 19-07 Citywide Surveillance System represents an effort to utilize technology to enhance the safety of the public, employees and contractors who may be present in a listed City facility during an emergency.



**CITY MANAGER’S REPORT: MARCH 11, 2024** **PAGE 3**  
**APPROVE AN AGREEMENT FOR A RAPID EMERGENCY RESPONSE SYSTEM AND RELATED BUDGET AMENDMENT**

**FISCAL IMPACT:**

There is not sufficient funds available in CIP GG 19-07 Citywide Surveillance System to cover the cost of an emergency rapid response system. Staff recommends a budget amendment of \$142,896 to transfer from the General Fund subject to reimbursement 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 Citywide Surveillance System.


<u>Increase Transfer Out</u>		
1060-9900-990-9010		\$142,896
<u>Increase Transfer In</u>		
3010-9900-393-00	GG 19-07	\$142,896
<u>Increase Appropriation</u>		
3010-8000-430-37-00	GG 19-07	\$142,896

**ATTACHMENTS:**

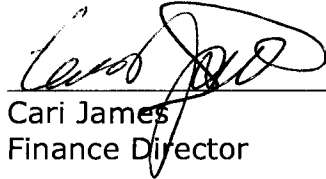
- A. A Resolution Approving an Agreement for a Rapid Emergency Response System and Related Budget Adjustment for CIP GG 19-07 Citywide Surveillance Systems

APPROVE AN AGREEMENT FOR A RAPID EMERGENCY RESPONSE SYSTEM AND RELATED BUDGET AMENDMENT

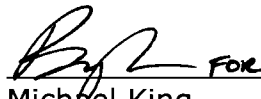
APPROVALS:

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

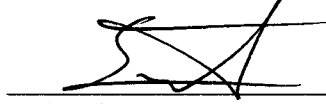
2-13-2024  
Date

  
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Cari James  
Finance Director

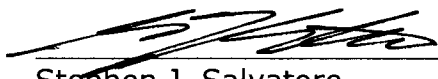
2/28/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

2/28/2024  
Date

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

2-23-2024  
Date

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

3-6-24  
Date

## RESOLUTION NO. 24 -

### **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVE AN AGREEMENT FOR THE RAPID EMERGENCY RESPONSE SYSTEM WITH COMMAND AND CONTROL AND RELATED BUDGET AMENDMENT**

**WHEREAS**, the current system for emergency rapid response is reaching end of life and this is causing a delay in response when City staff uses the panic buttons; and

**WHEREAS**, the current system is not currently in compliance with recommendations from Federal Emergency Management Agency (FEMA) nor Department of Justice (DOJ); and

**WHEREAS**, a new upgraded system for rapid emergency response will improve the security infrastructure and enhance safety by reducing the response time in emergency situations; and

**WHEREAS**, this rapid emergency response system uses a variety of devices such as panic buttons, pull switches and strobe lights to quickly alert the occupants of the building that an emergency is occurring and how to safely exit the building; and

**WHEREAS**, the system will simultaneously alert police and medical personnel to respond to the building. The rapid emergency response system allows for communication through a control panel to communicate internally to the entire building at once; and

**WHEREAS**, details of the system are not published to prevent potential security threats and malicious activity; and

**WHEREAS**, funds for this were not budgeted and staff is requesting a budget amendment of \$142,896 to increase CIP GG 19-07 Citywide Surveillance System to cover the expenses.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve of an agreement for the rapid emergency response system with command and control and related budget amendment of \$142,896.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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

**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: APPROVE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND APPROVE MAINTENANCE SERVICE AGREEMENT WITH SWARCO MCCAIN, INC. ASSOCIATED WITH THE CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01**

**RECOMMENDATION: Adopt Resolution Approving the Purchase of Software and Enterprise License and Approve a Maintenance Service Agreement with Swarco McCain, Inc. associated with the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01**

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**SUMMARY:**

On July 11, 2022, by Resolution No. 22-5111, Council approved the creation of Capital Improvement Project (CIP), PS 23-01 for City-Wide Traffic Systems and Safety Upgrades Project for various upgrades that will maintain and improve the reliability, safety and function of various traffic control devices in the City. Staff requested & received a quote from Swarco McCain, Inc. (Swarco) for McCain Transparency Software (Transparency) as shown in Attachment "B". Transparency will give staff the ability to remotely monitor and change the City's traffic signals, which will improve reliability and function.

Staff requests Council approve a ten (10) year term Enterprise License Agreement with Swarco for the use of Transparency Software with a total start-up cost of \$56,253 to be funded through the CIP and the yearly enterprise license cost of \$7,325 to be funded through the Street Operating Fund account 2080-5010-420-58-00. Sufficient funds have been approved in the FY 23-24 budget.

**BACKGROUND:**

On July 11, 2022, by Resolution No. 22-5111, Council approved the creation of CIP PS 23-01 for City-Wide Traffic Systems and Safety Upgrades (Project). These upgrades include the replacement of obsolete traffic controllers, installation of video and radar detection systems, communication upgrades, and safety upgrades including guard rails, signs, striping and bicycle facilities. A component of this Project is to improve the traffic signal technology throughout the City to promote mobility, safety and visibility.

The City does not currently have a central traffic control monitoring system and therefore, all monitoring, diagnostics, and changes have to be performed at the intersections. This results in delayed responses to critical issues and consumes staff time.

**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING****APPROVE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND APPROVE MAINTENANCE SERVICE AGREEMENT WITH SWARCO ASSOCIATED WITH THE CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01**

The proposed Transparency will connect to all 26 of the City's traffic signals through a single software platform that allows for remote monitoring, diagnostics and changes. In addition, Transparency can constantly check the status of the City's traffic signals and instantly relay any issues to staff, which can then be observed and corrected remotely. Transparency offers a wide range of advantages besides monitoring including but not limited to group timing for coordination, event timing, reports of signal function, and event logs for diagnostics. This product is proprietary and Swarco has provided a Sole Source Documentation, included as Attachment "C".

**RECOMMENDATION:**

A component of the City-Wide Traffic Systems and Safety Upgrade Project is to upgrade the traffic signal technology throughout the City, which will help improve traffic flow and level of service. Therefore, staff recommends Council approve the purchase of Transparency.

**FISCAL IMPACT:**

The Agreement with Swarco, included as Attachment "B," has a start-up cost of \$56,253 and a yearly cost of \$7,325. Sufficient funds were approved in the CIP FY 23-24 budget for the start-up cost, including the yearly enterprise license cost of \$7,325, which will be funded through the Street Operating Fund account 2080-5010-420-58-00.

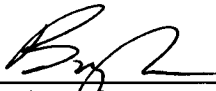
**ATTACHMENTS:**

- A. Resolution Approving the Purchase of Software and Enterprise License and Approve a Maintenance Service Agreement with Swarco McCain, Inc. associated with the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01
- B. Transparency Traffic Software License and Maintenance Services Agreement with Swarco McCain, Inc. for the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01
- C. Sole Source Letter – Swarco, Inc.

MARCH 11, 2024 CITY COUNCIL REGULAR MEETING

APPROVE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND APPROVE MAINTENANCE SERVICE AGREEMENT WITH SWARCO ASSOCIATED WITH THE CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01


APPROVALS:

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

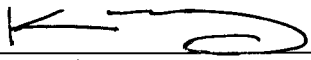
3/4/2024  
Date

  
\_\_\_\_\_  
Tony Fernandes  
Information Systems Director

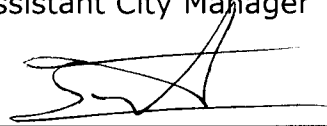
3-4-2024  
Date

  
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Cari James  
Finance Director

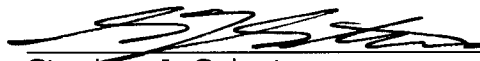
3/5/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

3-4-2024  
Date

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

3.5.2024  
Date

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

3.6.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO APPROVING PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND APPROVE A MAINTENANCE SERVICE AGREEMENT WITH SWARCO MCCAIN, INC. ASSOCIATED WITH THE CITY-WIDE TRAFFIC SYSTEMS AND SAFETY UPGRADES PROJECT, CIP PS 23-01**

**WHEREAS**, on July 11, 2022, by Resolution No. 22-5111, Council approved the creation of Capital Improvements Project (CIP) PS 23-01 for City-Wide Traffic Systems and Safety Upgrades; and

**WHEREAS**, a component of this project is to improve the reliability, safety and function of various traffic control devices in the City; and

**WHEREAS**, staff received a proposal from Swarco McCain, Inc. (Swarco) to provide 26 Transparency licenses and a ten (10) year software maintenance with a total start-up cost of \$56,253 and yearly enterprise license cost of \$7,325; and

**WHEREAS**, the ten (10) year term Enterprise License Agreement with Swarco for Transparency Software is for a total start-up cost of \$56,253 to be funded through the CIP and the yearly enterprise license cost of \$7,325 to be funded through the Street Operating Fund account 2080-5010-420-58-00; and

**WHEREAS**, sufficient funds were budgeted in the approved FY 23-24 budget; and

**WHEREAS**, Transparency will give staff the ability to remotely monitor and change the City's traffic signals, which will improve reliability and function; and

**WHEREAS**, this product is proprietary therefore, Swarco has provided a Sole Source Documentation, as shown in the City Manager's Report dated, March 11, 2024.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Purchase of Software and Enterprise License and Approve Maintenance Services Agreement With Swarco McCain, Inc. associated with the City-Wide Traffic Systems and Safety Upgrades Project, CIP PS 23-01.



The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March, 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

**CITY OF LATHROP**

**AGREEMENT WITH SWARCO MCCAIN, INC.**

**FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE  
AND MAINTENANCE SERVICES, CIP PS 23-01**

**THIS AGREEMENT**, dated for convenience this **11<sup>th</sup> day of March 2024**, is by and between **SWARCO McCain, Inc.** ("CONSULTANT") and the **City of Lathrop**, a California municipal corporation ("CITY");

**RECITALS:**

**WHEREAS**, CONSULTANT is specially trained, experienced, and competent for of the software and enterprise license and maintenance service agreement; and

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

**WHEREAS**, CONSULTANT is willing to render such enterprise software license and maintenance services, as hereinafter defined, on the following terms and conditions;

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

**AGREEMENT**

**(1) Scope of Service**

CONSULTANT agrees to perform services in accordance with the scope of work and fee proposal provided by CONSULTANT, attached hereto as Exhibit "A" and incorporated herein by reference. CONSULTANT represents it is prepared to and can diligently perform these services in accordance with the customary standards of its profession and to CITY'S satisfaction. The fee proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved of in advance and in writing, by the CITY.

**(2) Compensation**

CITY hereby agrees to pay CONSULTANT a sum not to exceed \$56,253 for the initial set-up cost and \$73,250 (\$7,325 per year), incorporated herein by reference, notwithstanding any contrary indications, which is attached hereto as Exhibit "A".

CITY OF LATHROP – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

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

**(3) Effective Date and Term**

The effective date of this Agreement is **March 11, 2024**, and it shall terminate no later than **March 31, 2034**.

**(4) Independent Contractor Status**

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

**(5) Billings**

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONSULTANT shall not bill CITY for duplicate services performed by more than one person. In no event shall CONSULTANT submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.

**(6) Advice and Status Reporting**

CONSULTANT shall provide the CITY with timely reports, orally or in writing, of all significant developments arising during performance of its services hereunder, and shall furnish to CITY such information as is necessary to enable CITY to monitor the performance of this Agreement. CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

**(8) Assignment of Personnel**

CONSULTANT acknowledges that the CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONSULTANT's Authorized Representative: **Ray Laigo**. CITY shall be notified by CONSULTANT of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

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

**(9) Assignment and Subcontracting**

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

(10) **Insurance**

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

- (a) **Workers' Compensation.** CONSULTANT shall, at CONSULTANT'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONSULTANT. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONSULTANT may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONSULTANT, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
  
- (b) **Commercial General and Automobile Liability Insurance.** CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars (\$1,000,000) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

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

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

(c) Professional Liability. CONSULTANT, at CONSULTANT'S own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per claim made and per policy aggregate covering the licensed professionals' errors and omissions, as follows:

- (i) Any deductible or self-insured retention shall not exceed \$250,000 per claim.
- (ii) Notice of cancellation, material change, or non-renewal must be received by the CITY at least thirty days prior to such change shall be included in the coverage or added as an endorsement to the policy.
- (iii) The policy must contain a cross liability or severability of interest clause.

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- (iv) The following provisions shall apply if the professional liability coverages are written on a claims made form:
  - 1. The retroactive date of the policy must be shown and must be before the date of the Agreement.
  - 2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
  - 3. If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The CITY shall have the right to exercise at the CONSULTANT'S cost, any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
  - 4. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.
  
- (d) Deductibles and Self-Insured Retentions. CONSULTANT shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of the CITY's authorized representative, CONSULTANT may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY's authorized representative may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONSULTANT procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
  
- (e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONSULTANT shall provide written notice to CITY at CONSULTANT'S earliest possible opportunity and in no case later than five days after CONSULTANT is notified of the change in coverage.

CITY OF LATHROP – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

- (f) In addition to any other remedies CITY may have if CONSULTANT fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
- (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - (ii) Order CONSULTANT to stop work under this Agreement or withhold any payment which becomes due to CONSULTANT hereunder, or both stop work and withhold any payment, until CONSULTANT demonstrates compliance with the requirements hereof;
  - (iii) Terminate this Agreement.

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

**(11) Indemnification - CONSULTANT'S Responsibility**

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

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

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



CITY OF LATHROP – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(12) Licenses**

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

**(13) Business Licenses**

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

**(14) Termination**

Either CITY or CONSULTANT may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

**(15) Funding**

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

**(16) Notices**

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

CITY OF LATHROP – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

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

Copy to: City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330  
MAIN: (209) 941-7430  
FAX: (209) 941-7449

To Consultant: SWARCO McCain, Inc.  
2365 Oak Ridge Way  
Vista, CA 92081

**(17) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

CITY OF LATHROP – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.
- (i) Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) Ownership of Documents. All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, and which have been paid for in full by City for services required to produce said documents, shall be deemed the property of the CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during the CONSULTANT's regular business hours.
- (k) Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) Severability. The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) Status of CONSULTANT. In the exercise of rights and obligations under this Agreement, CONSULTANT acts as an independent contractor and not as an agent or employee of CITY.  
  
CONSULTANT shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONSULTANT expressly waives any and all claims to such right and benefits.
- (n) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) Time of the Essence. Time is of the essence of this Agreement and each of

CITY OF LATHROP – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.

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

**(18) Notice to Proceed**

Prior to commencing work under this agreement, CONSULTANT shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary 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 – FOR THE PURCHASE OF SOFTWARE AND ENTERPRISE LICENSE AND MAINTENANCE SERVICE, CIP PS 23-01

Approved as to Form:

City of Lathrop  
City Attorney



3.5.2024

---

Salvador Navarrete

Date

Recommended for Approval:

City of Lathrop  
Assistant City Manager

---

Michael King

Date

Approved by:  
Resolution No. \_\_\_\_\_

City of Lathrop  
390 Towne Centre Drive  
Lathrop, CA 95330

---

Stephen J. Salvatore  
City Manager

Date

Consultant:

SWARCO McCain, Inc.  
2365 Oak Ridge Way  
Vista, CA 92081

Fed ID # \_\_\_\_\_

Business License # \_\_\_\_\_

---

Signature

Date

---

Print Name and Title



**PROPOSAL**

February 27, 2024

Ray Laigo  
 SWARCO McCain, Inc.  
 2365 Oak Ridge Way  
 Vista, CA 92081

Attention: **Brad Taylor, P.E., T.E. - City Engineer**  
 Company/Agency: City of Lathrop - Public Works Department  
 Address: 390 Town Centre Dr.  
 Lathrop, CA 95330

Project Description: Lathrop, CA - Transparency TMS Proposal (revised 2/27/24)  
 Proposal Number: RL020624-3 revB

SWARCO McCain is pleased to provide this quotation on the following item(s):

Item #	Qty	Unit	Description	Unit Price	Sale Price
<b>Central System Software</b> <small>(see scope notes 1 &amp; 2)</small>					
1	26	Each	On-Prem / Enterprise Transparency Traffic Management System (TMS) Licensing - qty: <u>26</u> - this increases agency's total Transparency licenses to qty: <u>26</u>	\$ 1,200	\$ 31,200
<b>Professional Services / Labor Items</b> <small>(see scope notes 1 &amp; 2)</small>					
2	1	Lump	Project Management/Administration/Professional Services/ Labor: - Database creation and system map configuration - Assistance with communications cutover	\$ 5,148	\$ 5,148
3	26	Each	Signal Performance Measure Setup / Configuration	\$ 330	\$ 8,580
<b>Training, Testing, and Maintenance</b>					
4	1	Lump	Onsite Systems Acceptance and Validation Testing <small>(see scope note 3)</small>	\$ 4,000	\$ 4,000
5	1	Year	Transparency TMS Annual Maintenance for up to <u>26</u> locations (recurring) <small>(see scope note 4)</small>	\$ 7,325	\$ 7,325
				<b>Total</b>	<b>\$ 56,253</b>

NOTE: This amount does not include tax

To be paid according to the following Billing Schedule/Milestones	Billable Amount
Transparency Traffic Management System (TMS) Licensing <i>Deliverable: Billed at NTP</i>	\$ 31,200
Completion of Transparency TMS installation, database creation, and system map configuration <i>Deliverables: Transparency TMS system map with configured locations (agency specified) and completed install sign-off sheet</i>	\$ 5,148
Completion of Signal Performance Measure Setup / Configuration <i>Deliverables: Populated SPM reports for identified intersections</i>	\$ 8,580
Completion of Onsite Transparency Testing. This signals project completion and start of maintenance period. <i>Deliverables: Completed test document and project sign-off</i>	\$ 11,325

**Scope Notes:**

- All labor is remote unless indicated otherwise. VPN or internet access is required to provide remote support.
- Customer is responsible for ensuring that communications and detection is operational and for providing the network scheme, as applicable. Does not include field installation or timing conversion support.
- On-site testing to be provided by Swarco McCain ITS Project Engineer. McCain requires up to 4-8 weeks advance notice for scheduling.
- TMS Maintenance agreement covers a total of ten (10) hours that include telephone, email, or remote support and two (2) remote maintenance sessions each year. Agreement is for a system with up to 26 licenses. As licenses increase, cost is subject to increase.

**Proposal Notes:**

- All prices are in US Dollars. All payments to be made in US Dollars. Project will be billed per the schedule/milestones.
- Purchase order (PO) must match line items in proposal.
- Prices are firm for 30 days. Tax and freight are not included.
- All software available through remote download only.
- Sale is subject to SWARCO McCain's standard terms and conditions.

The information contained in this document is intended for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

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

**ATTACHMENT "C"**

February 20, 2024

**Subject: Sole Source Letter**

To Whom It May Concern,

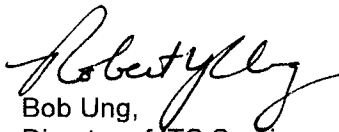
This letter establishes that the City of Lathrop, CA purchases products and services directly from SWARCO McCain Inc., located in Vista, CA.

Transparity TMS central software is the only central software that is fully compatible with the OMNI local controller software and all controllers installed accross the City. As the software developer, SWARCO McCain is the sole source of installation and maintenance of the Transparity TMS software, currently in use by the City of Lathrop. Working directly with SWARCO McCain's ITS Services and Solutions team greatly reduces system down time and blind troubleshooting that could result with the lack of a product expert's knowledge and proficiency.

Furthermore, SWARCO McCain's support staff has fostered an excellent working relationship with the City's traffic operations personnel. SWARCO McCain's history of working with the City of Lathrop's traffic department provides an intimate familiarity of the City's traffic system needs that cannot be replicated by any other provider.

SWARCO McCain welcomes the opportunity to upgrade and support the City of Lathrop's current central traffic management system and looks forward to collaborating with the agency in ensuring that their system is in optimum condition.

Sincerely,



Bob Ung,  
Director of ITS Services and Solutions  
SWARCO McCain, Inc.

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **CREATE CIP PS 24-32 FOR MOSSDALE PAVEMENT PREVENTATIVE MAINTENANCE AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION:** **Adopt Resolution Creating CIP PS 24-32 for Mosssdale Pavement Preventative Maintenance and Approving Budget Amendment**

---

**SUMMARY:**

Staff is proposing to create Capital Improvement Project (CIP) PS 24-32 for Mosssdale Pavement Preventative Maintenance (Project) to maintain deteriorated pavement throughout the Mosssdale community area. The Project scope of work consists of microsurfacing and re-striping multiple residential streets bounded by River Islands Parkway, Golden Valley Parkway, and the San Joaquin River.

Staff requests that City Council approve the creation of CIP PS 24-32 for Mosssdale Pavement Preventative Maintenance. Staff also requests the approval of a budget amendment transferring \$10,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) to fund the planning and design engineering phase.

**BACKGROUND:**

Staff utilizes the City's Pavement Management System (PMS) to evaluate the condition of roadway sections and determine the pavement locations that are in need of maintenance, repair and rehabilitation. Through the PMS and field observations, staff has identified the need to maintain the pavement surface within the Mosssdale community area.

The proposed Project includes resurfacing the existing pavement within the Mosssdale residential area bordered by River Islands Parkway, Golden Valley Parkway, and the San Joaquin River as shown in Attachment B. The Project also consists of removing existing striping, and installing new signing, thermoplastic striping, markings, and legends.

Microsurfacing is applied in order to help preserve and protect the underlying pavement structure and provide a new driving surface. Ideal for residential areas, this treatment produces a cost-effective solution to alligator, transverse, longitudinal, and reflection pavement cracking.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PS 24-32 FOR MOSSDALE PAVEMENT PREVENTATIVE**  
**MAINTENANCE AND APPROVE BUDGET AMENDMENT**

**REASON FOR RECOMMENDATION:**

Creation of CIP PS 24-32 is needed to preserve the existing pavement structure and prolong the need for reconstruction. Microsurfacing is a paving treatment that produces a cost-effective solution to transverse, longitudinal, and reflection pavement cracking.

Approving the Project will allow the City to begin the planning and design of the improvements. Staff will complete the planning and design phases and return to Council at a later date to award a construction contract.

**FISCAL IMPACT:**

Sufficient funds were not allocated in the approved FY 23-24 budget. Therefore, staff is requesting the approval of a budget amendment transferring \$10,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$10,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$10,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 24-32	\$10,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 24-32	\$10,000

**ATTACHMENTS:**

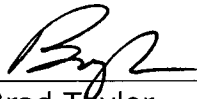
- A. Resolution Creating CIP PS 24-32 for Mossdale Pavement Preventative Maintenance, and Approving Budget Amendment
- B. Project Location Map

**CITY MANAGER'S REPORT** **PAGE 3**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**CREATE CIP PS 24-32 FOR MOSSDALE PAVEMENT PREVENTATIVE**  
**MAINTENANCE AND APPROVE BUDGET AMENDMENT**

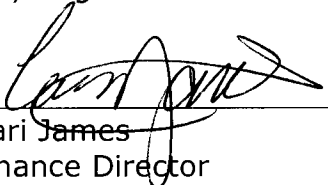
**APPROVALS:**

  
\_\_\_\_\_  
Angel Abarca  
Assistant Engineer

02-21-2024  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

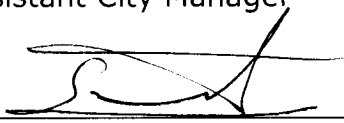
2/21/2024  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director


2/28/24  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

2/26/2024  
Date

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

2-27-2024  
Date

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

3.5.24  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP CREATING CIP PS 24-32 MOSSDALE PAVEMENT PREVENTATIVE MAINTENANCE AND APPROVING BUDGET AMENDMENT**

**WHEREAS**, staff utilizes the City’s Pavement Management System (PMS) to assess the condition of roadway sections and determine the pavement locations that are in need of maintenance, repair and rehabilitation; and

**WHEREAS**, through the PMS and field observations, staff has identified the need to maintain the pavement surface within the Mosssdale community area; and

**WHEREAS**, staff is proposing to create Capital Improvement Project (CIP) PS 24-32 for Mosssdale Pavement Preventative Maintenance (Project) to maintain deteriorated pavement throughout the Mosssdale community area; and

**WHEREAS**, the Project scope of work consists of microsurfacing and re-striping multiple residential streets bounded by River Islands Parkway, Golden Valley Parkway, and the San Joaquin River; and

**WHEREAS**, microsurfacing is applied in order to help preserve and protect the underlying pavement structure and provide a new driving surface; and

**WHEREAS**, ideal for residential areas, microsurfacing is a paving treatment that produces a cost-effective solution to alligator, transverse, longitudinal, and reflection pavement cracking; and

**WHEREAS**, staff requests that City Council approve the creation of CIP PS 24-32 for Mosssdale Pavement Preventative Maintenance; and

**WHEREAS**, to create the project and fund the design engineering services, staff is also requesting the approval of a budget amendment transferring \$10,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as follows:

<u>Decrease Street Repair Reserves</u>		
1010-251-03-00		\$10,000
<u>Increase Transfer Out</u>		
1010-9900-990-9010		\$10,000
<u>Increase Transfer In</u>		
3310-9900-393-0000	PS 24-32	\$10,000
<u>Increase Appropriation</u>		
3310-8000-420-1200	PS 24-32	\$10,000

**WHEREAS**, staff will complete planning and designing phases and return to Council at a later date to award a construction contract.

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lathrop does hereby approve the creation of CIP PS 24-32 Mosssdale Pavement Preventative Maintenance; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop also approves a budget amendment transferring \$10,000 from the General Fund Street Repair Reserves (1010) to the CIP Project Fund (3310) as detailed above.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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

# PROJECT LOCATION MAP



## LEGEND



PROJECT LOCATION

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:**                               **AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024**

**RECOMMENDATION:**   **Adopt Resolution Awarding a Service Contract to Bear Electrical Solutions, Inc. for On-Call Electrical Services for Fiscal Year 2023-2024**

---

**SUMMARY:**

All City facilities providing essential services rely on electrical equipment and components that must function on a continuous basis. Various factors contribute to the failure of these components, requiring immediate or expedited on-call repair. The procurement of on-call electrical services is therefore critical to the City's ability to minimize downtime of failed electrical equipment so that delivery of essential services is restored as soon as possible.

Staff advertised an informal bid solicitation package for the procurement of on-call electrical services on February 7, 2024, in accordance with Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30. Public Works received and opened four (4) informal bids on February 27, 2024. Based on the review and evaluation, Bear Electrical Solutions, Inc. (Bear Electrical) was determined to be a responsible contractor and their bid of \$39,200 was determined to be the lowest responsive bid submitted for the sample project.

The on-call contract contemplated by this solicitation is commonly used by public agencies to contract for multiple small public works projects as the need arises without having to bid each project separately. This saves the agency time and money, especially for emergency projects. The proposed service contract with Bear Electrical is for an amount not to exceed \$175,000 over the life of the contract, with the option to carry the funds to as many as three optional one-year term extensions until budget is depleted. Staff will return to Council to request additional funds if needed.

Staff requests City Council award a service contract to Bear Electrical for on-call electrical services for an amount not to exceed \$175,000 over the life of the contract.

Sufficient funds were allocated in the approved FY 2023-24 budget to fund the first year FY 2023-24, of this contract and the three optional FY years.

**BACKGROUND:**

Electrical equipment and components such as pump motors, motor control circuits and starters, and power and data wiring are vital to the City's delivery of water and

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR**  
**ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024**

recycled water, handling of storm water and wastewater and maintenance of internal communications and data transmission. Time, weather, and use combine to wear out or damage these components, which are needed 24/7 to support the continuous delivery of essential City services.

The City proposes to obtain the on-call services of a qualified electrical contractor for the timely repair of inoperable electrical equipment and components critical to the delivery of many essential City services.

Staff prepared technical specifications for this service contract and solicited them for bid on February 7, 2024 in accordance with the informal bid procedures CA PCC 22034 and LMC 3.30.

The contract includes an option for the City and Contractor to execute up to three (3) additional one-year contract terms for FY 2024-25, FY 2025-26, and FY 2026-27 upon mutual agreement. The contract also includes a provision for an annual contract price increase of up to 5% due to inflation, subject to the Contractor’s request and City’s concurrence.

Public Works received and opened four (4) informal bids, all determined to be responsive and from responsible bidders, were received and opened by Public Works on February 27, 2024. The bid results are summarized in Table 2 below:

**Table 2: Summary of Bid Results**  
**FY 2023-24 On-Call Electrical Services**

<b>Contractor</b>	<b>Total Sample Base Bid</b>
Bear Electrical Solutions, Inc.	\$39,200
Bockmon & Woody Electric Co., Inc.	\$40,300
Modesto Executive Electric, Inc.	\$42,031
Fisher Electrical Integration, Inc.	\$58,640

The bid results are based upon the solicitation’s bid schedule, which listed sample hours for regular and overtime labor and two types of service trucks, and a materials cost markup typical of an on-call electrical service request. The sample hours and materials cost basis of bid were used to determine the Contractor whose combined unit costs would typically provide the City with the lowest overall prices for on-call electrical services.

Staff reviewed and evaluated the bids, and determined that Bear Electrical’s bid of \$39,200 is the lowest bid. Staff requests City Council award a service contract to Bear Electrical for on-call electrical services for an amount not to exceed \$175,000 over the life of the contract. The optional years will not be above the City Manager’s signing authority.

**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024**

**REASON FOR RECOMMENDATION:**

The recommended contract will provide the City with on-call services for the timely repair of electrical equipment and components supporting the delivery of essential City services.

**FISCAL IMPACT:**

The proposed service contract with Bear Electrical is for an amount not to exceed \$175,000 over the life of the contract, with the option to carry the funds to as many as three optional one-year term extensions until budget is depleted. Staff will return to Council to request additional funds if needed.


Sufficient funds were allocated in the FY 2023-24 budget to fund the first term of this contract.

**ATTACHMENTS:**

- A. Resolution Awarding a Service Contract to Bear Electrical Solutions, Inc. for FY 2023- 24 On-Call Electrical Services
- B. Service Contract with Bear Electrical Solutions, Inc. for FY 2023-24 On-Call Electrical Services

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR**  
**ON-CALL ELECTRICAL SERVICES FOR FISCAL YEAR 2023-2024**

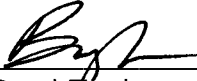
**APPROVALS:**

  
\_\_\_\_\_  
Steven Hollenbeak  
Assistant Engineer

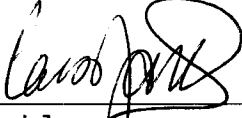
3.5.24  
\_\_\_\_\_  
Date

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

3-4-2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

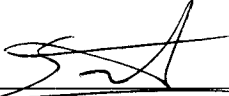
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Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

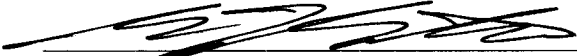
3/4/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

3.4.2024  
\_\_\_\_\_  
Date

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

3.5-2024  
\_\_\_\_\_  
Date

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

3.6.24  
\_\_\_\_\_  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP AWARDING A SERVICE CONTRACT TO BEAR ELECTRICAL SOLUTIONS, INC. FOR ON-CALL ELECTRICAL SERVICES**

**WHEREAS**, electrical components supporting essential City facilities occasionally wear out or malfunction, requiring immediate repair to restore their operation; and

**WHEREAS**, the City therefore desires to procure on-call electrical services to effect the timely repair or replacement of inoperable electric components supporting essential City facilities (Project); and

**WHEREAS**, the City does not have the resources to perform these services; and

**WHEREAS**, City staff prepared and solicited for bid a contract on February 7, 2024 for on-call electrical services in accordance with informal bidding procedures pursuant to California Public Contract Code 22034 and Lathrop Municipal Code 3.30; and

**WHEREAS**, the contract's initial term will expire on June 30, 2024 and contains options for extending the contract for up to three (3) additional one-year terms in FY 2024-25, FY 2025-26, and FY 2026-27 for a total sum not to exceed \$175,000 over the life of the contract; and

**WHEREAS**, a total of four (4) bids were received and opened by Public Works on February 27, 2024; and

**WHEREAS**, upon review and evaluation of the bids, the responsible bidder with the lowest responsive bid for the Project was determined to be Bear Electrical Solutions, Inc. (Bear Electrical) with a base bid of \$39,200; and

**WHEREAS**, the proposed service contract with Bear Electrical is for an amount not to exceed \$175,000 over the life of the contract, with the option to carry the funds to as many as three optional one-year term extensions until budget is depleted. Staff will return to Council to request additional funds if needed; and

**WHEREAS**, sufficient funds were included in the FY 2023-24 budget to fund the first term of the contract.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby award a service contract to Bear Electrical Solutions, Inc. for an amount not to exceed \$175,000 over the life of the contract for on-call electrical services.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March, 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

**CITY OF LATHROP**

**GENERAL SERVICES AGREEMENT WITH BEAR ELECTRICAL SOLUTIONS, INC.  
FOR  
2023-2024 ON-CALL ELECTRICAL SERVICES**

**THIS AGREEMENT**, dated for convenience this **11<sup>th</sup> day of March, 2024** (the "Effective Date") is by and between Bear Electrical Solutions, Inc. ("CONTRACTOR") and the **City of Lathrop**, a California municipal corporation ("CITY"). In consideration of their mutual covenants, the parties hereto agree as follows:

**(1) Scope of Work**

1. Subject to the terms and conditions of this Agreement, CONTRACTOR shall provide on-call electrical services, including Ethernet and fiber-optic cabling, not including fiber-optic cable splicing.
2. CITY's Public Works Director or their designee will call the CONTRACTOR at the phone number provided by the CONTRACTOR to request a scope of emergency or scheduled work.
3. CONTRACTOR shall respond to the request in compliance with Attachment A – Service Specifications for Emergency or Scheduled On-Call work, and provide a cost estimate for requested scope of work.
4. CONTRACTOR shall only begin work pursuant to this Agreement following Notice to Proceed and a Task Order from the CITY's Public Works Director or their designee.
5. CONTRACTOR and all employees and Subcontractors shall at all times during the performance of work pursuant to this agreement maintain a valid California C-10 – Electrical Contractor's license.
6. CONTRACTOR and all employees and Subcontractors shall pass a Live Scan fingerprinting / criminal record check.

**(2) Compensation**

CITY hereby agrees to pay CONTRACTOR a sum not to exceed **\$175,000** for services rendered under this agreement, including any term extensions, on a time and materials unitary basis, for on-call electrical services, including Ethernet and fiber-optic cabling, not including fiber-optic cable splicing. CONTRACTOR shall be paid any uncontested sum due and payable within thirty (30) days of receipt of billings containing all information pursuant to Paragraph 5 below. Compensation for any task must be equal to or less than the percentage of task complete. In no event shall CONTRACTOR be entitled to compensation for work not included in the Task Order, unless a written change order or authorization describing the extra work and payment terms has been executed by CITY's authorized representative prior to the commencement of the work. Payment is made based on a time and materials basis.

Contract rates shall remain fixed through June 30 of the current contract term. Any request by the CONTRACTOR for contract price adjustment thereafter shall be substantiated by supportive documentation correlated to the State of California Department of General Services California Construction Cost Index (CCCI), and in no case greater than 5% above existing labor and vehicle rates. It is expressly understood that contract rate increases are not automatic nor guaranteed. All rate adjustment requests must be submitted in writing to the City's Public Works Director no later than April 30<sup>th</sup> of the current contract term to be included in the following contract term, and will not go into effect until July 1st of that same year. If considered, price adjustments due to an increase in said CCCI shall be calculated based upon the values for the month of February of the previous contract term and that of the current contract term.

**(3) Effective Date and Term**

The effective date of this Agreement is **March 11, 2024** and it shall terminate no later than **June 30, 2024**. The contract may be extended annually for up to three (3) consecutive one-year terms after the initial contract period, at the discretion and approval of the CITY, as follows:

- **Optional Term 1: July 1, 2024-June 30, 2025**
- **Optional Term 2: July 1, 2025-June 30, 2026**
- **Optional Term 3: July 1, 2026-June 30, 2027**

The CITY shall notify the CONTRACTOR in writing of its intent to extend the contract by June 1<sup>st</sup> of the current contract term.

**(4) Independent Contractor Status**

It is expressly understood and agreed by both parties that CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the CITY. As an independent contractor, CONTRACTOR is responsible for controlling the means and methods to complete the scope of work described in Section 1 of this contract to City's satisfaction. CONTRACTOR expressly warrants not to represent, at any time or in any manner, that CONTRACTOR is an employee of the CITY.

**(5) Billings**

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR'S bills shall include a list of all tasks, a total amount due, the amounts previously billed, and the net amount due on the invoice. Except as specifically authorized by CITY, CONTRACTOR shall not bill CITY for duplicate services performed by more than one person. In no event shall CONTRACTOR submit any billing for an amount in excess of the rates or the maximum amount of compensation provided in section (2) for either task or for the entire Agreement, unless modified by a properly executed change order.



**(6) Advice and Status Reporting**

CONTRACTOR 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.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products developed pursuant to the Scope of Services.

**(7) Auditing**

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this agreement.

**(8) Assignment of Personnel**

CONTRACTOR acknowledges that the CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The services shall be performed by, or under the direct supervision, of CONTRACTOR's Authorized Representative: **Robert Asuncion, Vice President**. CITY shall be notified by CONTRACTOR of any change of its Authorized Representative, and CITY is granted the right of approval of all original, additional, and replacement personnel at CITY's sole discretion, and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

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

**(9) Assignment and Subcontracting**

It is recognized by the parties hereto that a substantial inducement to CITY for entering into this Agreement was, and is, the professional reputation and competence of CONTRACTOR. Neither this Agreement nor any interest therein may be assigned by CONTRACTOR without the prior written approval of CITY'S authorized representative. CONTRACTOR shall not subcontract any

portion of the performance contemplated and provided for herein, other than the subcontractors noted in the proposal, without prior written approval of the CITY'S authorized representative.

**(10) Insurance**

Category 2 "Intermediate Risk"

Insurance Requirements

i. Commercial General Liability

a. Vendor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Vendor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Vendor shall not affect coverage provided the City.

c. Coverage shall state that Vendor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

ii. Business Automobile Liability

a. Vendor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability- Statutory

a. Vendor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Vendor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(Coverage can be waived by city, if vendor, in writing, confirms not required to carry coverage)

iv. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- c. Evidence of Insurance - Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A- VII or higher.
- e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Vendor.

**(11) Indemnification - CONTRACTOR'S Responsibility**

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

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

CONTRACTOR shall indemnify, defend, and hold CITY, its officers, employees, agents, and volunteers harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused by the willful misconduct or negligent acts or omissions of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

**(12) Licenses**

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

**(13) Business Licenses**

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

**(14) Termination**

Either CITY or CONTRACTOR may cancel this Agreement upon 30 days written notification to the other party. Upon termination, or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

**(15) Funding**

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

**(16) Notices**

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

To City:

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

Copy to:

City of Lathrop  
Department of Public Works  
390 Towne Centre  
Lathrop, CA 95330  
MAIN: (209) 941-7430  
FAX: (209) 941-7449

To CONTRACTOR:

Bear Electrical Solutions, Inc.  
1252 State Street  
Alviso, CA 95002  
408.449.5178

**(17) Miscellaneous**

- (a) Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (b) Contract Terms Prevail. All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and attached exhibits, the terms of this Agreement shall prevail.
- (c) Controlling Law. The parties agree that this Agreement shall be governed and construed by and in accordance with the Laws of the State of California.
- (d) Definitions. The definitions and terms are as defined in these specifications.
- (e) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.
- (f) Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- (g) Incorporation of Documents. All documents constituting the Agreement documents described in Section 1 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.
- (h) Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties concerning the Project and Work, and there are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

- (i) **Modification of Agreement.** This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (j) **Ownership of Documents.** All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of the CITY.
- (k) **Provision.** Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (l) **Severability.** The invalidity in whole or part of any provision of this Agreement shall not void or affect the validity of any other provision of this agreement. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.
- (m) **Status of CONTRACTOR.** In the exercise of rights and obligations under this Agreement, CONTRACTOR acts as an independent contractor and not as an agent or employee of CITY. CONTRACTOR shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of CITY, and CONTRACTOR expressly waives any and all claims to such right and benefits.
- (n) **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (o) **Time of the Essence.** Time is of the essence of this Agreement and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday or any Day observed as a legal holiday by CITY, the time for performance shall be extended to the following Business Day.
- (p) **Venue.** In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (q) **Recovery of Costs.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

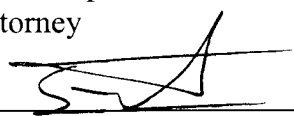
**(18) Notice to Proceed**

Prior to commencing work under this agreement, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary insurances

have been received. City shall not be obligated to pay CONTRACTOR 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 CONTRACTOR and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Approved as to Form: City of Lathrop  
City Attorney  
  
\_\_\_\_\_  
Salvador Navarrete Date 3-5-2024

Recommended for Approval: City of Lathrop  
Assistant City Manager  
  
\_\_\_\_\_  
Michael King Date

Approved by: City of Lathrop  
Resolution No. \_\_\_\_\_ 390 Towne Centre Drive  
Lathrop, CA 95330  
  
\_\_\_\_\_  
Stephen J. Salvatore Date  
City Manager

CONTRACTOR: Bear Electrical Solutions, Inc.  
1252 State Street  
Alviso, CA 95002  
  
Fed ID # \_\_\_\_\_  
Business License # \_\_\_\_\_  
  
\_\_\_\_\_  
Signature Date  
  
\_\_\_\_\_  
Print Name and Title

## SECTION 00300

FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

**BID PROPOSAL FORMS**

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

ATTENTION: Public Works Department

FOR: **FY 2023-2024 ON-CAL ELECTRICAL SERVICES**

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

**LEGAL COMPLIANCE**

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

**SCHEDULE OF PRICES**

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

**BASIS OF AWARD**

The basis for award of the contract will be the total price of the Bid Schedule. The City of Lathrop reserves the right to award a \$175,000 not-to-exceed contract and reserves the right to award no work or a portion of the \$175,000 not-to-exceed contract value.

SEE INSTRUCTIONS TO BIDDERS-**BIDS** ON PAGE 00100-2 FOR DETAILS.

00300-1



**SECTION 00300**

FY 2023-2024 ON-CALL ELECTRICAL SERVICES  
CUPCCAA INFORMAL BID SOLICITATION

**BID PROPOSAL FORMS**

**FY 2023-2024 ON-CALL ELECTRICAL SERVICES**

**BID SCHEDULE**

**1. LABOR RATES**

ITEM	DESCRIPTION	HOURLY RATE	# EXAMPLE HOURS	EXAMPLE LABOR COST
1	Labor Rate*: 6:00 AM – 6:00 PM - Weekdays	\$ 125.00	80	\$ 10,000.00
2	Labor Rate*: After Hours – Weekends & Holidays	\$ 195.00	20	\$ 3,900.00

\*SEE ATTACHMENT "A" – SERVICE SPECIFICATIONS, SECTION C

**1. TOTAL EXAMPLE LABOR COST: \$** 13,900.00

**2. VEHICLE RATES**

ITEM	DESCRIPTION	HOURLY RATE	# EXAMPLE HOURS	EXAMPLE VEHICLE COST
1	Pickup Truck	\$ 20.00	80	\$ 1,600.00
2	Service Truck / Bucket Truck	\$ 35.00	20	\$ 700.00

**2. TOTAL EXAMPLE VEHICLE COST: \$** 2,300.00

**3. MATERIAL MARK-UP RATE**

ITEM	DESCRIPTION	MARK-UP RATE	EXAMPLE COST	EXAMPLE MARKUP COST
1	Materials Mark-Up Rate	15.00 %	\$20,000	\$ 23,000.00

**3. TOTAL EXAMPLE MARK-UP COST: \$** 23,000.00

**TOTAL SAMPLE BASE BID (SUM OF TOTALS 1-3): \$** 39,200.00

**TOTAL SAMPLE BASE BID IN WORDS:** Thirty-Nine Thousand and Two Hundred Dollars and Zero Cents

**A. MINIMUM HOURS FOR EMERGENCY CALL-OUT**

ITEM	DESCRIPTION	MIN. # HOURS
1	Minimum Hours charged for labor and vehicle: 6:00 AM to 6:00 PM - Weekdays	2.0
2	Minimum Hours charged for labor and vehicle: After Hours – Weekends & Holidays	2.0

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **AWARD CONSTRUCTION CONTRACT TO TRIP STOP  
SIDEWALK REPAIR, INC. FOR CITYWIDE SIDEWALK  
IMPROVEMENTS, CIP PS 24-08**

**RECOMMENDATION:** **Adopt Resolution to Award Construction Contract to  
Trip Stop Sidewalk Repair Inc., for Citywide Sidewalk  
Improvements, CIP PS 24-08**

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**SUMMARY:**

On July 1, 2023, City Council approved the creation of Capital Improvement Project (CIP) PS 24-08 for the Citywide Sidewalk Improvements (Project) and approved \$176,576 in the adopted bi-annual budget for Fiscal Years (FY) 2023-24 and 2024/25. The goal of this Project is to establish Americans with Disabilities Act (ADA) compliance by repairing trip hazards and providing safe pedestrian paths on City sidewalks, parks and facilities.

The informal bid solicitation package with plans and specifications for the construction of the Project was advertised and noticed to the registered contractor on January 30, 2024, in accordance with the Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060. The City received and opened three (3) informal bids on February 22, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Trip Stop Sidewalk Repair, Inc. with a bid of \$69,795.

Staff requests City Council adopt a Resolution (Attachment A) awarding a construction contract to Trip Stop Sidewalk Repair Inc., for construction of the Project in the amount of \$69,795, and authorize a 10% construction contingency of \$6,979. For a total not-to-exceed \$76,774 for (FY) 23-24 authorizing staff to spend up to this amount as necessary to accomplish the goals of this project.

Staff also requests Council's approval to extend the contract for up to two (2) additional one year terms Optional Term 1: from July 1, 2024 to June 30, 2025, and Term 2: from July 1, 2025 to June 30, 2026, for a total project cost not-to exceed the remaining funds of \$99,802 that were approved in the bi-annual budget FY 2023-24 and 2024-25. The additional term options will be enabled as necessary to fix all sidewalk trip hazards identified on the new sidewalk assessment conducted by Trip Stop Sidewalk Repair Inc. and will not exceed the City Manager's signing authority on either term.

**BACKGROUND:**

In 2021, a Citywide Trip Hazard Assessment was produced by Precision Concrete

**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**AWARD CONSTRUCTION CONTRACT TO TRIP STOP SIDEWALK REPAIR, INC. FOR CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08**

Cutting dba Precision Emprise LLC (Precision Concrete Cutting).

The Project aims to analyze the assessment study conducted by Precision Concrete Cutting and continue to repair damaged sidewalks. The scope Project includes slice-cutting concrete panel lifts prioritized by the City and a new citywide sidewalk trip hazard assessment. The City will have the option to extend the contract up to two (2) additional one year terms to remove trip hazards identified in the new assessments.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on January 30, 2024 in accordance with the Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060.

Three (3) bids were received; each determined to be responsive and responsible bidders. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Base Bid</b>
Trip Stop Sidewalk Repair Inc.	\$69,795
Precision Emprise LLC DBA Precision Concrete Cutting	\$173,292
Westside Landscape and Concrete Inc.	\$179,367

Staff requests City Council adopt a Resolution (Attachment A) awarding a construction contract to Trip Stop Sidewalk Repair Inc., for construction of the Project in the amount of \$69,795 and authorize a 10% construction contingency of \$6,979 for a total not-to-exceed \$76,774 and authorize staff to spend up to this amount as necessary to accomplish the goals of the project. Staff also requests Council’s approval to extend the contract for up to two (2) additional one year terms Optional Term 1: July 1, 2024 – June 30, 2025 and Term 2: July 1, 2025 – June 30, 2026 to continue to assess and fix sidewalk trip hazards for a total project cost not to exceed the remaining funds of \$99,802 that were approved in the bi-annual budget FY 2023-24 and 2024-25. The additional term options will be enabled as necessary to fix all sidewalk trip hazards identified on the new sidewalk assessment conducted by Trip Stop Sidewalk Repair Inc.

**REASON FOR RECOMMENDATION:**

Awarding a construction contract to Trip Stop Sidewalk Repair Inc., will allow the Project to repair trip hazards, provide safe pedestrian paths through residential neighborhoods, parks and schools, and ensure ADA conformance.

**FISCAL IMPACT:**

Sufficient funds were allocated in the approved bi-annual FY 2023-24 and 2024-25

**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**AWARD CONSTRUCTION CONTRACT TO TRIP STOP SIDEWALK REPAIR, INC.  
FOR CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08**

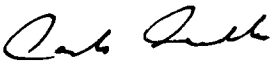
budget for CIP PS 24-08 to award the contract; therefore, no budget amendment is needed.

**ATTACHMENTS:**

- A. Resolution to Award Construction Contract to Trip Stop Sidewalk Repair Inc., for Citywide Sidewalk Improvements, CIP PS 24-08
- B. Construction Contract with Trip Stop Sidewalk Repair, Inc. for Citywide Sidewalk Improvements, CIP GG 24-08

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**AWARD CONSTRUCTION CONTRACT TO TRIP STOP SIDEWALK REPAIR, INC.**  
**FOR CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08**

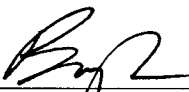
**APPROVALS:**

  
\_\_\_\_\_  
Carlos Carrillo  
Management Analyst

2/28/2024  
Date

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

2.28.24  
Date

  
\_\_\_\_\_  
Brad Taylor  
City Engineer

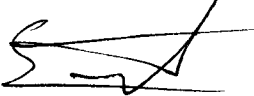
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Date

  
\_\_\_\_\_  
Cari James  
Director of Finance

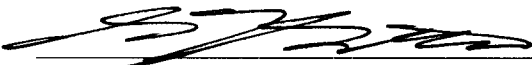
2/28/2024  
Date

  
\_\_\_\_\_  
Michael King  
Assistant City Manager

2/28/2024  
Date

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

3.4.2024  
Date

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

3.6.24  
Date

## **RESOLUTION NO. 24-**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD CONSTRUCTION CONTRACT TO TRIP STOP SIDEWALK REPAIR INC. FOR THE CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-28**

**WHEREAS**, on July 1, 2023, City Council approved the creation of Capital Improvement Project (CIP) PS 24-08 for the Citywide Sidewalk Improvements (Project) and allocated \$176,576 through the Adopted bi-annual budget Fiscal Years (FY) 2023-24 and 2024-25; and

**WHEREAS**, the goal of this Project is to establish Americans with Disabilities Act (ADA) compliance by repairing trip hazards and providing safe pedestrian paths on City sidewalks, parks and facilities; and

**WHEREAS**, the Project scope of work includes slice-cutting concrete panel lifts prioritized by the City and a citywide sidewalk trip hazard reassessment; and

**WHEREAS**, the informal bid solicitation package with plans and specifications for the construction of the Project was advertised on January 30, 2024 in accordance with the Informal Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060; and

**WHEREAS**, the City received and opened three (3) informal bids on February 22, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Trip Stop Sidewalk Repair, Inc. with a bid of \$69,795; and

**WHEREAS**, staff requests City Council award a construction contract to Trip Stop Sidewalk Repair Inc., for construction of the Project in the amount of \$69,795 and authorize a 10% construction contingency of \$6,979 for a total not-to-exceed \$76,774 for FY 23-24 authorizing staff to spend up to this amount as necessary to accomplish the goals of the project; and

**WHEREAS**, staff also requests Council's approval to extend the contract for up to two (2) additional one year terms Optional Term 1: from July 1, 2024 to June 30, 2025, and Term 2: from July 1, 2025 to June 30, 2026, for a total project cost not-to exceed the remaining funds of \$99,802 that were approved in the bi-annual budget FY 2023-24 and 2024-25; and

**WHEREAS**, the additional term options will be enabled as necessary to fix all sidewalk trip hazards identified on the new sidewalk assessment conducted by Trip Stop Sidewalk Repair Inc. and will not exceed the City Manager's signing authority on either term.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves a construction contract to Trip Stop Sidewalk Repair Inc. for the Citywide Sidewalk Improvements, CIP GG 24-08 for a cost of \$69,795; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop hereby approves a 10% construction contingency of \$6,979. For a total not-to-exceed \$76,774 for FY 23-24 authorizing staff to spend up to this amount as necessary to accomplish the goals of the Project; and

**BE IT FURTHER RESOLVED,** that the City Council of the City of Lathrop authorizes staff to extend the contract for up to two (2) additional one year terms Optional Term 1: from July 1, 2024 to June 30, 2025, and Term 2: from July 1, 2025 to June 30, 2026, for a total project cost not-to exceed the remaining funds of \$99,802 that were approved in the bi-annual budget FY 2023-24 and 2024-25.



The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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

CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08  
CUPCCAA INFORMAL BID SOLICITATION

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### CONTRACT

This Contract, dated **March 11, 2024** is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and **Trip Stop Sidewalk Repair 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. The first term of this agreement shall commence on, and be binding on the parties on, the date of execution of this Agreement, and shall expire on June 30, 2024, subject to the earlier termination of this Agreement. This contract may be extended by the City Manager at his sole discretion for up to two (2) additional one-year terms as follows.
  - Optional Term 1: July 1, 2024 – June 30, 2025
  - Optional Term 2: July 1, 2025 – June 30, 2026

The City shall notify the Contractor in writing of its intent to extend the contract by June 1 of the current contract term

2. Pricing Stability for Optional Years. In the event that the City chooses to exercise the option for the 2<sup>nd</sup> and 3<sup>rd</sup> year, it is agreed that the pricing for these optional years will remain fixed at the rate established for the initial one year term. The contractor agrees not to raise the contract prices for the optional years, providing cost stability and predictability for the City.
3. General Scope of Project and Work. Construction Documents for **Citywide Sidewalk Improvements, CIP PS 24-08** (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:

The removal and disposal of identified trip hazards in attachment (A) (Unrepaired Sidewalk Reports). The Unrepaired Sidewalk Reports contain a list of sidewalks that have a vertical deviation of  $\frac{3}{4}$ " or more. The horizontal saw cutting of the concrete shall be made with horizontally-oriented circular blade embedded with diamond grit (No Grinding) and provide a smooth transition between concrete panels for compliance with the Americans with Disabilities Act (ADA). The cut areas shall be uniform, flat, and straight at the backline, have a non-slip finish and minimized scarring of the adjacent concrete.

Once the unrepaired sidewalks on attachment A have been addressed, a new sidewalk trip hazard assessment shall be made of areas 1-4 in the approximate survey limit map attachment (B). The sidewalk trip hazard assessment shall contain

## SECTION 00500

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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GIS compatible survey data to include GPS latitude and longitude coordinates of all identified concrete deviations, street names, and measurement of the deviation in Inch- Feet and the cost of repair.

Saw cutting to remove trip hazards will be paid for as a function of the product of the cut depth (in.) and length of cut (ft.) thusly: the average depth of cut  $((\text{max} + \text{min})/2)$  (inches) x length of cut (feet). Payment for this item shall include full compensation for conforming to these requirements for sidewalk trip hazard cutting, removal and disposal of all concrete cut from sidewalks.

- The Trip Hazard assessment Report will be paid on a lump sum basis. The lump sum cost for this bid item shall include full compensation for providing a trip hazard assessment containing the following data: GIS compatible survey data to include GPS latitude and longitude coordinates of all identified vertical deviations in concrete sidewalks greater than ¼” (one-quarter inch), street names, measurement of the vertical displacement (in.) and approximate length of horizontal cut (ft.) needed to restore ADA compliance, and the estimated cost of repair. Refer to attachment B Area 1-4 for survey limits.
- Any task necessary to accomplish the aforementioned tasks.

The work shall be **completed within 80 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: \$69,795 (Sixty-nine - Thousand Seven Hundred Ninety Five dollars and zero cents)**

3. Construction Documents. This Contract shall include the Construction Documents which are on file with the Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, certification of insurance, workers compensation certification, and Warranty Bond Acknowledgement) and the Bid Documents submitted by \_\_\_\_\_ on February 15, 2024. 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.

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### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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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

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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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

## SECTION 00500

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

#### **Certified Payroll Records**

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

#### **RECORD OF WAGES PAID: INSPECTION**

Pursuant to Labor Code section 1776, Contractor stipulates 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

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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- 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

## SECTION 00500

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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or the Division of Labor Standards Enforcement, such penalties shall be withheld from the progress payment then due.

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

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



## SECTION 00500

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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

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

**SECTION 00500**

**CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08  
CUPCCAA INFORMAL BID SOLICITATION**

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

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

To Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

ATTN: \_\_\_\_\_

16. Miscellaneous

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

## SECTION 00500

### **CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION**

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- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.
- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.

## SECTION 00500

### CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08 CUPCCAA INFORMAL BID SOLICITATION

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- (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**

**CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08  
CUPCCAA INFORMAL BID SOLICITATION**

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

**CONTRACTOR:**

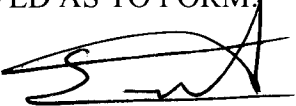
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF LATHROP**

**APPROVED AS TO FORM:**

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

Salvador Navarrete, City Attorney

**RECOMMENDED FOR APPROVAL:**

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

Michael King, Assistant City Manager

**APPROVED:**

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

Stephen J. Salvatore, City Manager

**(END OF SECTION)**

SECTION 00300

CITYWIDE SIDEWALK IMPROVEMENTS, CIP PS 24-08  
 CUPCCAA INFORMAL BID SOLICITATION

BID PROPOSAL FORMS

CITYWIDE SIDEWALK IMPROVEMENTS, PS 24-08

BID SCHEDULE

Term 1

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization to all worksites	1	LS	No Charge	\$0
2	Traffic Control and advanced Notification to residents at all worksites	1	LS	N/A	\$0 / N/A
3	Saw Cutting to Remove Trip Hazard 3/4" and above	2970	IN-FT	\$23.50	\$69,795.00
4	Assessment, Trip Hazard Inventory and Data Provision	1	LS	No Charge	\$0

TOTAL BID: \$ \$69,795.00

TOTAL BID IN WORDS: Sixty Nine Thousand Seven Hunded Ninety Five Dollars and No Cents

**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **AUTHORIZE ACCEPTANCE OF A SB 1383 LOCAL ASSISTANCE GRANT FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE)**

**RECOMMENDATION:** **Adopt a Resolution Authorizing the Acceptance of a SB 1383 Local Assistance Grant from the Department of Resources, Recycling, and Recovery (CalRecycle) to Reduce Organic Waste**

**SUMMARY:**

City staff looks to identify ways to additionally fund waste reduction opportunities within the City of Lathrop to remain in compliance with state mandates. The Department of Resources Recycling and Recovery (CalRecycle) offers grants to assist with the costs associated with resources and implementation of state mandates related to waste reduction. The funds will be awarded in Fiscal Year 2024-25 and the grant will be included in next year's budget. The funding will enable the City to effectively market, promote and educate residents about organic waste reduction.

**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.

The City of Lathrop applied for grant funding from CalRecycle. The SB 1383 Local Assistance Grant Program provides funding in support of Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 that aims to reduce organic waste. The City originally requested \$51,200 towards Education, Equipment and Record Keeping based upon CalRecycle grant application criteria. The City of Lathrop was awarded \$98,934.

**RECOMMENDATION:**

Staff recommends Council to authorize the acceptance of the awarded SB 1383 Local Assistance Grant Program for Fiscal Year 2022-23 in the amount of \$98,934 from CalRecycle and authorizes staff to spend the funds in accordance with program requirements.

**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**AUTHORIZE ACCEPTANCE OF A SB 1383 LOCAL ASSISTANCE GRANT FROM THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY (CALRECYCLE) TO FUND ORGANIC WASTE REDUCTION**

**FISCAL IMPACT:**

Accepting the grant funds would not result in any anticipated fiscal impacts. The grant program does not have any matching requirements. The funds will be awarded in Fiscal Year 2024-25 and the grant will be included in next year's budget. The funding will enable the City to effectively market, promote and educate residents about organic waste reduction.

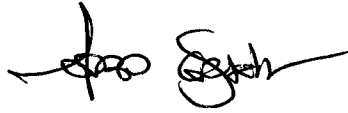
**ATTACHMENT:**

- A. Resolution Authorizing the Acceptance of a SB 1383 Local Assistance Grant from the Department of Resources, Recycling, and Recovery (CalRecycle) which Authorizes Staff to Spend the Funds in Accordance with Program Requirements



**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**AUTHORIZE ACCEPTANCE OF A SB 1383 LOCAL ASSISTANCE GRANT FROM**  
**THE DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY**  
**(CALRECYCLE) TO FUND ORGANIC WASTE REDUCTION**

**APPROVALS:**



Todd Sebastian  
Director of Parks and Recreation

3.5.2024

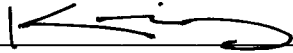
Date



Cari James  
Director of Finance

3/5/2024

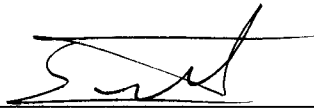
Date



Michael King  
Assistant City Manager

3.5.2024

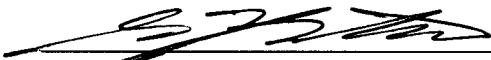
Date



Salvador Navarrete  
City Attorney

3.5.2024

Date



Stephen J. Salvatore  
City Manager

3.6.24

Date

**RESOLUTION NO. 24-**

**Adopt a Resolution Authorizing the Acceptance of a SB 1383 Local Assistance Grant Program from the Department of Resources, Recycling, and Recovery (CalRecycle) to Reduce Organic Waste**

**WHEREAS**, City staff looks to identify ways to additionally fund waste reduction opportunities within the City of Lathrop to remain in compliance with state mandates; and

**WHEREAS**, The Department of Resources Recycling and Recovery (CalRecycle) offers grants to assist with the costs associated with resources and implementation of state mandates related to waste reduction.; and

**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**, The City of Lathrop applied for the SB 1383 Local Assistance Grant Program which provides funding in support of Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016; and

**WHEREAS**, The City of Lathrop was awarded \$98,934.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby accept the awarded SB 1383 Local Assistance Grant Program for Fiscal Year 2022-23 in the amount of \$98,934 from CalRecycle which authorizes staff to spend the funds in accordance with program requirements.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Sonny Dhaliwal, Mayor

ATTEST:

APPROVED AS TO FORM:

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Teresa Vargas, City Clerk



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Salvador Navarrete, City Attorney

# **Narrative Proposal**

## **SB 1383 Local Assistance Grant Program**

### **Fiscal Year 2022–23**

## **Instructions**

The Narrative Proposal document describes the details of the proposed project. All responses must be provided within the greyed-out text box under each prompt in this document. Utilizing a document or form other than the official CalRecycle Narrative Proposal document, or tampering with the CalRecycle version, will subject the applicant to disqualification from the SB 1383 Local Assistance Grant Program.

Each section of this form must have a response. If a question does not apply to the proposed project use the response field to explain why it is not applicable. Ensure the narrative responses are concise, detailed, and address each portion of the question.

Information presented must be consistent with tasks line items included in the Budget, and any other supporting documentation submitted. Refer to the Application Guidelines and Instructions for further information.

After completing this document, save it, and upload it to the Documents Tab of your application in the Grants Management System (GMS).

**Applicant Name: City of Lathrop**

## **Project Description**

1. Provide a clear and detailed description of the proposed grant project that will be implemented as a direct result of receiving grant funds, including a description of the edible food recovery activities, if applicable.

The City of Lathrop is looking to set up educational resources at all our City-Wide Special Events to increase our outreach and education to Lathrop residents regarding SB 1383 requirements. This would include a logoed pop-up, flag and tablecloth for a booth set up specifically at each event with Solid Waste and Recycling information including SB 1383.

Additionally, funds would go directly to a Solid Waste and Recycling booklet that would be mailed to each residence, multi-residential and commercial occupant within the jurisdiction. Information specific to SB1383 and edible food recovery would be included along with QR codes and links directly to the CalRecycle website. Information regarding Edible Food Recovery would also be included.

The purchase of a three bin trailer - trash, recycling, organic waste would be wrapped with colorful insight on what items go in what bin and QR codes to visit for more information on organic waste reduction. Ideally the trailer would be

## Department of Resources Recycling and Recovery (CalRecycle)

positioned at all Special Events and used throughout the City to engage waste reduction and as a way to help eliminate contamination.

The City of Lathrop would like to continue to work with EcoHero to provide school wide assemblies on an annual basis in which children in grades k-5 learn the importance of source separating and organic waste reduction.

Through these outreach activities we hope to reach a significant number of our jurisdiction and highlight the City of Lathrop's commitment to waste reduction.

Last, but not least, funds would be invested into the purchase of a tablet and Zabble software to assist with lip flip route reviews and tracking.

## Budget

1. Provide a clear and detailed explanation of the costs you have included in the Budget template. Explain why the included costs are necessary for implementing the proposed grant project.

Cit of Lathrop Information Booth for Solid Waste and Recycling:

\$750 Logoed pop-up

\$200 Flag

\$250 Tablecloth

Cohesive branding for informational booth at all Special Events.

Solid Waste and Recycling booklet:

\$1000 Graphic Artist

\$5,000 Printing Costs

\$3,000 Mailing Costs

Mailer to all residential and commercial users providing information and links for waste reduction.

Three bin trailer - trash, recycling, organic waste:

\$21,000 Trailer including shipping

\$7,000 Wrap

Large three bin travel system to allowing the ability to mobilize at Special Events to assist with decreasing contamination and increase compliance.

EcoHero Assemblies:

\$8,000

School assemblies for grades k-5 addressing organic waste reduction.

Tablet and Software:

\$2,500 Tablet

\$2,500 Software

The tablet and software will allow for the streamlining of lid flips and route review tracking.

# Jobs

- 1. Will the proposed grant project create **new** jobs? If yes, how many new positions will be created and how many hours per week will each position be working? List each **new** position and include job title, hourly wage, weekly hours to be worked, and a brief description of each position.

N/A

- 2. Will the proposed grant project supplement the current salary for one or more existing positions? If yes, list each **existing** position receiving grant funding and include job title, weekly hours to be worked, and a brief description of each position.

N/A

**Note:** Each position, funded in whole or in part by grant funds, must be included in the Budget.

# Edible Food Recovery

- 1. Will funds be used for edible food recovery? If not, please explain why.  
The Solid Waste and Recycling booklet would also contain information for Tier 1 and Tier 2 generators on the Edible Food Recovery component of SB 1383 along with addressed of local food banks and distribution centers.

- 2. Provide the name and address of all organizations associated with grant project activities involving edible food recovery. For example, if you are partnering with a local food bank to recover and distribute food, please list the address of the food bank here. If you are partnering with multiple organizations, please list all names and addresses.

N/A



## GMSWeb Budget Summary

**Lead Participant:** City of Lathrop

**Cycle Name:** SB 1383 Local Assistance Grant Program

**Cycle Code:** OWR4

**Fiscal Year:** 2022-23

**Grant Number:** OWR4-22-0404

**Total Budget Amount:** \$51,200.00

**Amount Awarded:** \$98,934.00

### Education

Budget Amount: \$17,000.00

Budget Detail: Special Solid Waste & Recycling Magazine  
Graphic Artist \$1000  
Printing \$5000  
Mailing \$3000  
Eco Hero School Assembly \$8000

Budget Updates:

### Equipment

Budget Amount: \$31,700.00

Budget Detail: Three Bin Traveling Trailer for Events \$21,000  
Trailer Wrap \$7,000  
Pop-up Canopy for Events \$750  
Table Cloth for Events \$250  
Flag for Events \$200  
Tablet \$2500

Budget Updates:

### Record Keeping

Budget Amount: \$2,500.00

Budget Detail: Zabble software - lid flip route review

Budget Updates:

**Fw: [\*\*EXTERNAL\*\*] SB1383 Local Assistance Grant Program (OWR4) – City of Lathrop – Award Notification**

Melissa Stathakopoulos <mstathakopoulos@ci.lathrop.ca.us>

Mon 3/4/2024 10:02 AM

To: Todd Sebastian <tsebastian@ci.lathrop.ca.us>; Sydney Foster <sfoster@ci.lathrop.ca.us>

📎 2 attachments (558 KB)

Procedures and Requirements - SB1383 Local Assistance Grant (FY2022-23).pdf; Terms and Conditions - SB1383 Local Assistance Grant (FY2022-23).pdf;

Thank you,



**MELISSA STATHAKOPOULOS**  
OFFICE (209) 941-7370  
DIRECT (209) 941-7364  
[mstathakopoulos@ci.lathrop.ca.us](mailto:mstathakopoulos@ci.lathrop.ca.us)

**RECREATION MANAGER**  
Parks & Recreation | Solid Waste & Recycling  
390 Towne Centre Dr.  
Lathrop, CA 95330

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**From:** Batavia, Ashraf@CalRecycle <Ashraf.Batavia@CalRecycle.ca.gov>

**Sent:** Monday, February 26, 2024 8:56 AM

**To:** Melissa Stathakopoulos <mstathakopoulos@ci.lathrop.ca.us>

**Cc:** Stephen Salvatore <ssalvatore@ci.lathrop.ca.us>

**Subject:** [\*\*EXTERNAL\*\*] SB1383 Local Assistance Grant Program (OWR4) – City of Lathrop – Award Notification

Congratulations! The Department of Resources Recycling and Recovery (CalRecycle) approved awards for the SB1383 Local Assistance Grant Program, FY 2022-23. The Grant Award package consists of the following:

- Exhibit A – Terms and Conditions
- Exhibit B – Procedures and Requirements

Your specific award amount is: \$98,934.

The grant award is subject to the conditions as stated in the [Request for Approval of Awards for SB1383 Local Assistance Grant Program](#).

1. If the recommended grantee does not pay or bring current all outstanding debts or scheduled payments owed to CalRecycle within 60 calendar days of the date of this letter, then the proposed grantee will not have met the required conditions, and the award will be void.
2. The recommended grantee is responsible for submitting all outstanding documents required by CalRecycle during the application process, as well as those identified in the Application Guidelines and Instructions, prior to the release of funding.
3. The recommended grantee must have a valid Resolution in place within 60 days of the date of the award email.



Please note that your budget and activities have not yet been approved. I will be reaching out to you in the next few weeks to revise your budget and discuss eligible and ineligible costs. Please do not incur costs until after a budget has been approved. If costs are incurred prior to budget approval, they will be considered ineligible.

A formal Grant Agreement will not be sent out. The Application Certification submitted with your application will act as the agreement for this program.

Please retain all Grant Award package documents, which include Exhibits A and B for your records.

If you have any questions, please contact me at (916) 341-6205 or [Ashraf.Batavia@CalRecycle.ca.gov](mailto:Ashraf.Batavia@CalRecycle.ca.gov).

I look forward to your participation in this grant program.

Sincerely,

**Ashraf Batavia | Grant Manager**

Department of Resources Recycling and Recovery (**CalRecycle**)

Financial Resources Management Branch

1001 I Street, Sacramento, CA 95814

**(916) 341-6205**

# **Exhibit A**

## **Terms and Conditions**

### **SB 1383 Local Assistance Grant Program**

### **Fiscal Year 2022–23**

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the SB 1383 Local Assistance Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

#### **Air or Water Pollution Violation**

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### **Amendment**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

#### **Americans with Disabilities Act**

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **Assignment, Successors, and Assigns**

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

## **Audit/Records Access**

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

## **Authorized Representative**

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

## **Availability of Funds**

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

## **Bankruptcy/Declaration of Fiscal Emergency Notification**

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

## **Charter Cities**

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

## **Child Support Compliance Act**

For any agreement in excess of \$100,000, the grantee acknowledges that:

- (a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.
- (b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## **Communications**

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

## **Compliance**

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

## **Conflict of Interest**

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

- (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

## **Corporation Qualified to do Business in California**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

## **Discharge of Grant Obligations**

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

## **Disclaimer of Warranty**

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

## **Discretionary Termination**

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

## **Disputes**

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

## **Drug-Free Workplace Certification**

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The grantee's policy of maintaining a drug-free workplace.
  - (3) Any available counseling, rehabilitation, and employee assistance programs.
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
  - (1) Receive a copy of the drug-free policy statement of the grantee.
  - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

## **Effectiveness of Agreement**

This Agreement is of no force or effect until signed by both parties.

## **Entire Agreement**

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

## **Environmental Justice**

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

## **Failure to Perform as Required by this Agreement**

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

In addition to forfeiture of grant funds, failure to perform as required by this Agreement may impact Grantee's eligibility for future grants offered by CalRecycle.

## **Force Majeure**

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

## **Forfeit of Grant Funds/Repayment of Funds Improperly Expended**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

## **Generally Accepted Accounting Principles**

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

## **Grant Manager**

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to



ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

## **Grantee Accountability**

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

## **Grantee's Indemnification and Defense of the State**

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

## **Grantee's Name Change**

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **In Case of Emergency**

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

## **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction**

The Grantee expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of CalRecycle, but not as to any other person or entity, as to any dispute which specifically arises under this Agreement and not as to any other action, matters or disputes.

The Grantee does not waive its sovereign immunity with respect to (i) actions by third parties, except for parties acting on behalf of, under authorization from the Grantee or CalRecycle, or (ii) disputes between the Grantee and CalRecycle which do not specifically arise under this Agreement. The Grantee further agrees that exhaustion of tribal administrative remedies, including before any tribal court, shall not be required prior to proceeding to filing a complaint in the appropriate court of law; and

The Grantee and CalRecycle agree that any monetary damages awarded or arising under this Agreement shall be exclusively limited to actual direct damages incurred based on obligations contained in this Agreement that have been demonstrated with substantial certainty and which do not, in any event, exceed the total amount of the award under this Agreement. The Grantee and CalRecycle agree not to assert any claim for damages, injunctive, or other relief which is not consistent with the provisions of this Agreement; and

The Grantee and CalRecycle may seek, and the Grantee may seek after it has exhausted any available remedy through the Government Claims Program and the Program so approves, judicial review for breach of contract in the State Superior Court for Sacramento County, including any appellate proceedings. The Grantee and CalRecycle expressly consent to the jurisdiction of such Court, provided that:

- (a) No person or entity other than the Grantee and CalRecycle is a party to the action, unless failure to join a third party would deprive the court of jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the sovereign immunity of the Grantee or CalRecycle in respect to any such third party.
- (b) The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action, and may be enforced like any other judgment of the court in which it is entered.

Nothing in this Agreement shall be construed to constitute a waiver of the sovereign immunity of the Grantee with respect to intervention by any additional party not deemed an indispensable party to the proceeding. Unless otherwise agreed by the Grantee and CalRecycle, any dispute resolution meetings or communications, or mediation, shall be in the context of a settlement discussion to potential litigation and remain confidential to the extent not prohibited by applicable law.

## **No Agency Relationship Created/Independent Capacity**

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

## **No Waiver of Rights**

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

## **Non-Discrimination Clause**

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

## **Order of Precedence**

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

## **Ownership of Drawings, Plans and Specifications**

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

## **Payment**

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

## **Personnel Costs**

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate

share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

## **Real and Personal Property Acquired with Grant Funds**

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle. Grantee's violation of this provision shall result in Grantee's reimbursement to CalRecycle of the amount of grant funds used to purchase said equipment and supplies.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

## **Reasonable Costs**

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

(d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

## **Recycled-Content Paper**

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

## **Reduction of Waste**

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

## **Reduction of Waste Tires**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

## **Reimbursement Limitations**

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

## **Reliable Contractor Declaration**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the

preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

## **Remedies**

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

## **Self-Dealing and Arm's Length Transactions**

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

## **Severability**

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

## **Site Access**

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

## **Stop Work Notice**

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

## **Termination for Cause**

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to

this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

## **Time is of the Essence**

Time is of the essence to this Agreement.

## **Tolling of Statute of Limitations**

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

## **Union Organizing**

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

## **Venue/Choice of Law**

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

## **Waiver of Claims and Recourse against the State**

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.



## **Work Products**

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

## **Workers' Compensation/Labor Code**

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



September 2023

Department of Resources Recycling and Recovery

## **Exhibit B**

# **Procedures and Requirements SB 1383 Local Assistance Grant Program**

**Fiscal Year 2022–23**

**Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.**

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# Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the SB 1383 Local Assistance Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

In a Regional Grant, the term “grantee” used throughout this document refers to the Lead Participant (Lead). The Lead is designated to act on behalf of all Non-Lead Participant(s). The Lead manages the grant, is responsible for the performance of the grant and all required documentation and administers the grant funds to its Non-Lead Participants on its behalf.

This document is attached to, and incorporated by reference, into the Grant Agreement.

## Milestones

**Notice to Proceed Date: Grant Term Begins** on the date that CalRecycle sends the award email.

**October 1, 2024:** Progress Report 1 Due

**April 1, 2025:** Progress Report 2 Due

**October 1, 2025:** Progress Report 3 Due

**April 1, 2026:** Final Report Due

**April 1, 2026:** Grant Term End

## Grants Management System (GMS)

GMS is CalRecycle’s web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle’s WebPass page](https://secure.calrecycle.ca.gov/WebPass/) (<https://secure.calrecycle.ca.gov/WebPass/>).

### Accessing the Grant

Grantees must log in to GMS (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.

- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

## **Contact Updates**

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the “Allow Access” check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

## Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

### Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050 of Title 14 (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the CalRecycle Unreliable Contractor List (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's Grant Forms web page (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

# Grant Term

The Grant Term begins on the date CalRecycle sends the award email, which is the formal notification from CalRecycle authorizing the grantee to begin the grant project and ends on April 1, 2026. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to the grant term start date or after the end date are not eligible for reimbursement.

The Final Report is due on April 1, 2026.

## Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts on the date CalRecycle sends the award email and ends on April 1, 2026. (All grant expenditures must be for activities, products, and costs specifically included in the approved Budget. Costs must be incurred after the term start date and before the end of the Grant Term. All services must be provided, and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services in the progress report.

Eligible costs are limited to the following:

- Personnel
  - Consultants
  - Safety Equipment
  - Vehicles/Trucks/Trailers
    - Vehicles/tractors/trailers, turf tires, forklifts or compost slingers
- Note:** The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.
- Mobile pantries
  - Education and Outreach materials
    - Print Media
    - Television, radio, video, and social media
    - Materials offered in other languages
  - Door-to-Door Outreach
  - Signage
  - Conferences and symposiums (requires Grant Manager pre-approval)
  - Recordkeeping or tracking software
    - Software to match donor with food bank
    - Recordkeeping/reporting software
    - Procurement tracking software
    - Apps for food recovery
    - Mobile app development
  - Inspections and Enforcement
  - Training
    - Mileage
    - Educational materials

- Tablet/Electronic Devices (seven inches or more measured diagonally) used for the purpose of organic tracking and Education and Outreach
  - Maximum price of \$500 (excluding sales tax) and limit to one (exceptions may be approved on a case-by-case basis)
  - Accessories used for security, protection, and charging
- Equipment
  - Food dehydrator
  - Personal protection equipment
  - Food distribution – including refrigeration, coolers, and packing materials.
 

**Note:** The Grantee needs to own and control all items if they do not have a service agreement with a food recovery facility/hub, however the Grantee may allow a food recovery facility/hub to use the vehicle for grant implementation purposes.
- Bins and lids
  - Includes, but is not limited to, curbside, small household food waste pail, labeling, and liners
- Procurement of recovered/recycled organic products
- Food safety certification
- Cameras to prevent contamination
- Edible Food Recovery projects
  - Grantees are encouraged to use a percentage of grant funds for Edible Food Recovery projects.
- Food Waste Prevention projects
  - Projects that prevent food waste from being generated and becoming waste that is normally destined for landfills. Examples of food waste prevention projects include, but are not limited to:
    - Modernizing production and handling practices to prevent and reduce food preparation waste.
    - Identifying and modifying ordering practices that result in measurable decreases in food waste.
    - Creating and expanding education and outreach programs that result in quantifiable reductions in food waste.

## Ineligible Costs

Any costs not directly related to SB 1383 implementation are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to the Term Start Date
- Development, purchase, or distribution of strictly promotional give-away items Stuff We All Get, (SWAG) (<https://calrecycle.ca.gov/funding/acronyms/swag/>)
- Purchase or lease of land or buildings
- Equipment or services not directly related to grant implementation
- Food liquefiers
- Food recovery facility rent (without service agreement)
- Disposal costs
- Costs currently covered by or incurred under any other CalRecycle loan, grant, or contract
- Cell phones



- Purchase of data plans and/or mobile service plans/hotspots
- Costs related to website host and web page domain
- Audit expenses
- Sponsorship or licensing fees for events/programs
- Food or beverages (e.g., as part of meetings, workshops, or events)
- Travel costs exceeding the state-approved rates for mileage, per diem, lodging, etc.
  - Refer to the Memorandum for travel policies (<https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>).
  - Reimbursement rates are subject to change at any time by the State of California without prior notification.
- Personnel costs not directly related to grant activities
- Fines or penalties due to violation of federal, state, or local laws, ordinances, or regulations
- Any costs for construction projects by charter cities prohibited by Labor Code section 1782.
- Any costs not consistent with local, state, or federal laws, guidelines, and regulations
- Costs deemed unreasonable or not related to the project by the Grant Manager
- The total amount of indirect costs charged to the grant shall not exceed 10 percent of the grant funds reimbursed. These costs are expenditures not capable of being assigned or not readily itemized to a particular project or activity but considered necessary for the operation of the organization and the performance of the program. The costs of operating and maintaining facilities, accounting services, and administrative salaries as well as contractor's indirect costs in their contracts, are examples of indirect costs. All indirect costs charged to the grant must be associated with grant activities.

## Modifications

The grantee must submit any proposed revision(s) to the Budget in writing to the Grant Manager. The grantee may not incur costs or make expenditures based on the revision without first receiving the Grant Manager's written approval. Proposed revisions must be clearly marked in the Budget document and must be accompanied by a summary of proposed changes or modifications, including justification for the proposed changes. If approved, the Grant Manager will upload the revised Budget to GMS and notify the grantee. The grantee may submit proposed revisions in conjunction with a Progress Report, but they cannot be submitted as part of the Progress Report. The grantee should retain the approval document(s) for audit purposes. See the "Audit Record/Access" section of the Terms and Conditions (Exhibit A).

## Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. Please contact your Grant Manager for the CalRecycle logo.

The following items require acknowledgement of funding from CalRecycle and pre-approval from the CalRecycle Grant Manager prior to incurring the expense:

- All television, radio and video scripts
- Functional premiums, if the per unit price is greater than \$6.00
- Advertisements
- Audio and/or visual material
- Brochures
- Newspaper ads
- Pamphlets
- Other outreach

All publicity and education materials must include the following:

1. “Funded by a grant from CalRecycle.” Exception: The acknowledgement line is not required on small items where space constraints would not allow for this line or if it would interfere with the message.
  - There are two acceptable Spanish translations: “Financiado por una beca del CalRecycle” or “Patrocinado por fondos del CalRecycle.” For other languages, the Grantee must work with a certified translator or person fluent in reading and writing that language. All exceptions must be pre-approved in writing by the CalRecycle Grant Manager.
2. CalRecycle logo (<https://www.calrecycle.ca.gov/gallery/>) as reflected on the CalRecycle website, can be obtained from the Office of Public Affairs at [opa@calrecycle.ca.gov](mailto:opa@calrecycle.ca.gov).
3. Press Releases – the only requirement is to place the name of “CalRecycle” as an acknowledgement in the body of the release.

## Reporting Requirements

The Grant Agreement requires three Progress Reports and a Final Report; however, the Grant Manager may require additional Progress Reports at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the report and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must upload all reports in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
  - The maximum character limit is 60.
  - Do not include special characters in file names.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

## Electronic and Original Signatures

CalRecycle requires certified e-Signature on documents or forms that certify legally binding information.

**Note:** E-signatures must include the first and last name of the Signature Authority, be in the Adobe Digital ID format (or through another certified digital signature program) and cannot be the “Fill and Sign” function within Adobe. Any documents using the “Fill and Sign” method is considered incomplete and may be sent back to the grantee.

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## Progress Report

The grantee must submit a **Progress Report** by the due dates listed in the Milestones Section of this document. CalRecycle will provide the reporting template at a later date. These reports should cover grant activities that occurred within the specified reporting period.

## Final Report

The Final Report is due **April 1, 2026**. The reporting template will be provided at a later date. This report should cover grant activities **from the Term Start Date** through **April 1, 2026**. The grantee must include the following items in the Final Report:

- The Grant Number, grantee’s name, and Grant Term.
- The following disclaimer statement on the cover page:  
“The statements and conclusions of this report are those of the grantee and not necessarily those of the Department of Resources Recycling and Recovery (CalRecycle), its employees, or the State of California. The state makes no warranty, express or implied, and assumes no liability for the information contained in the succeeding text.”

## Grant Payment Information

- CalRecycle will only make grant payments to the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit.
- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to

commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

### Reporting and Documentation

The grantee must submit all expenditures in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above). Please refer to the “Milestones” section (above) for required due dates.

To submit Supporting Documentation:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - a. Choose **Advance Reconcile** for the **Transaction Type** and enter the amount spent in each budget subcategory.
  - b. When the transaction is complete, click the **Save** button.
  - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
  - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
  - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - c. The maximum allowable file size for each document is 35MB.
  - d. The maximum character limit is 60.
4. Do not include special characters in file names. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

**Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

### Supporting Documentation

- **Expenditure Itemization Summary (EIS)**
  - All expenditures must be itemized and arranged by the reporting and expenditure categories as contained in the grantee’s Budget tab.
  - Grantees are required to maintain supporting documentation pertaining to the EIS and may be required to provide them at the request of the Grant Manager at any time.  
**Note:** CalRecycle will provide a template at a later date.
- **Certification Document**
  - The Signature Authority will need to certify under penalty of perjury that information provided in the EIS is correct.  
**Note:** CalRecycle will provide a template at a later date.
- **Personnel Expenditure Summary (PES) (CalRecycle 165)**
  - A Personnel Expenditure Summary should be submitted if salaries are included. Salaries include government taxes and benefits.

- Document personnel expenditures based on actual time spent on grant activities and actual amounts paid to personnel.
- **Travel Expense Log (CalRecycle 246)**
  - A Travel Expense Log should be submitted if vehicle mileage is included for reimbursement in the payment request. Only travel expenses directly related to the implementation of the grant can be claimed. Mileage will be reimbursed at the State rate.
- **Cost and Payment Documentation**
  - Acceptable cost and payment documentation must include at least one of each of the following.
    - Invoices, receipts, or purchase orders must include the vendor's name and telephone number, address, description of goods or services purchased, amount due, and date. The claimed expenses should be highlighted and identified with applicable task number on each invoice.
  - Proof of payment may include:
    - copy of cancelled check(s) that shows an endorsement from the banking institution
    - invoice(s) showing a zero balance, or stamped "paid" with a check number, date paid, and initials
    - accounting system report from local government if it contains the vendor name, date of invoice, invoice number, check number or internal ID, and date amount was paid
    - bank statement(s) along with a copy of the endorsed check or invoice showing the check number
    - copy of an electronic funds transfer confirmation
    - copy of a credit card statement(s)
  - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

Most forms listed above are available on the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

### **Unspent Funds**

Funds that are unspent at the end of the grant term must be returned by check to CalRecycle by April 1, 2026. Checks should be made payable to the Department of Resources Recycling and Recovery. Checks must contain the Grant Number (i.e., OWR4-22-xxxx), specify "SB 1383 Local Assistance Grant Unspent Funds," and be mailed to:

CalRecycle Accounting  
 SB 1383 Local Assistance Grant Unspent Funds  
 PO Box 4025  
 Sacramento, CA 95812-4025

Unspent funds due to CalRecycle but left unpaid may result in ineligibility for future grant and payment program funding. If there are questions or other issues related to expenditures, work with your Grant Manager to resolve these issues.

## **Audit Considerations**

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

**CITY MANAGER'S REPORT  
March 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:**                               **APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24**

**RECOMMENDATION:**   **1. Adopt a Resolution to Approve Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for the Remainder of Fiscal Year 2023-24**  
**2. Adopt a Resolution to Approve Annual Industrial Solid Waste License for California Materials, Inc., for the Remainder of Fiscal Year 2023-24**  
**3. Adopt a Resolution to Approve Annual Industrial Solid Waste License for Cal-Waste Recovery Systems, for the Remainder of Fiscal Year 2023-24**

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**SUMMARY:**

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

In an effort to comply with said legislation, the City of Lathrop adopted Municipal Code Chapter 8.16 (Garbage Collection and Disposal). Lathrop Municipal Code Section 8.16.140 requires any company that collects industrial solid waste in the City of Lathrop to annually apply for an Industrial Solid Waste Removal License. The City's current industrial solid waste haulers are Delta Container Corporation (subsidiary of Allied Waste of San Joaquin County dba Republic Services, Inc.), Stockton Scavengers, Ground Force Enterprises, and Tony and Sons Trucking. Staff requests the approval of additional annual industrial solid waste licenses for Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems for the remainder of fiscal year 2023-24.

**BACKGROUND:**

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

**March 11, 2024 CITY COUNCIL REGULAR MEETING****APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24**

Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems will be required to pay an annual license fee in the sum of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140.

Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems have submitted their annual license application, fee, bonds, insurance, locations serviced, and their financial status report.

**REASON FOR RECOMMENDATION:**

To continue our efforts to meet the terms of the AB939 legislation, and continue implementing plans for source reduction, reuse, and recycling as part of our integrated waste management practices, staff recommends that City Council approve Industrial Solid Waste Removal Licenses for Ra Ra Trucking, Inc., California Materials, Inc., and Cal-Waste Recycling Systems.

**FISCAL IMPACT:**

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

The license administration fees in the amount of ninety-two dollars (\$92) received from these companies will be deposited into Parks and Recreation account number 1010-30-01-341-01-01.

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

**ATTACHMENTS:**

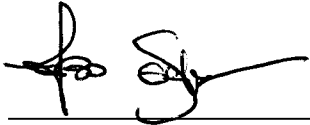
- A. Resolution to Approve Annual Industrial Solid Waste License for Ra Ra Trucking, Inc., for the Remainder of Fiscal Year 2023-24
- B. Resolution to Approve Annual Industrial Solid Waste License for California Materials, Inc., for the Remainder of Fiscal Year 2023-24
- C. Resolution to Approve Annual Industrial Solid Waste License for Cal-Waste Recycling Systems for the Remainder of Fiscal Year 2023-24
- D. Industrial Refuse Collection Application from Ra Ra Trucking, Inc.
- E. Industrial Refuse Collection Application from California Materials, Inc.
- F. Industrial Refuse Collection Application from Cal-Waste Recycling Systems



March 11, 2024 CITY COUNCIL REGULAR MEETING

APPROVAL OF ADDITIONAL INDUSTRIAL SOLID WASTE LICENSES FOR RA RA TRUCKING, INC., CALIFORNIA MATERIALS, INC., AND CAL-WASTE RECOVERY SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24

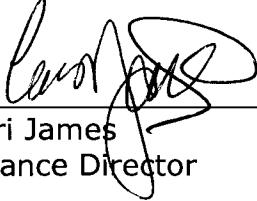
**APPROVALS:**



\_\_\_\_\_  
Todd Sebastian  
Director of Parks and Recreation

3.5.2024

\_\_\_\_\_  
Date



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Cari James  
Finance Director

3/5/2024

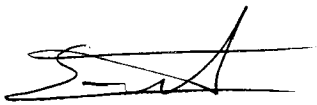
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Date



\_\_\_\_\_  
Michael King  
Assistant City Manager

3.5.2024

\_\_\_\_\_  
Date



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

3.5.2024

\_\_\_\_\_  
Date



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

FOR

3.6.2024

\_\_\_\_\_  
Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR RA RA TRUCKING, INC. FOR THE REMAINDER OF FISCAL YEAR 2023-24**

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

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

**WHEREAS**, Staff requests the additional approval of the annual industrial solid waste license for Ra Ra Trucking, Inc.; and

**WHEREAS**, Ra Ra Trucking, Inc. will be required to pay an annual license fee in the amount of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for the remainder of FY 23-24 with Ra Ra Trucking, Inc.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR CALIFORNIA MATERIALS, INC. FOR THE REMAINDER OF FISCAL YEAR 2023-24**

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

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

**WHEREAS**, Staff requests the additional approval of the annual industrial solid waste license for California Materials, Inc.; and

**WHEREAS**, California Materials, Inc. will be required to pay an annual license fee in the amount of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for the remainder of FY 23-24 with California Materials, Inc.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE ANNUAL INDUSTRIAL SOLID WASTE LICENSE FOR CAL-WASTE RECYCLING SYSTEMS FOR THE REMAINDER OF FISCAL YEAR 2023-24**

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

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

**WHEREAS**, Staff requests the additional approval of the annual industrial solid waste license for Cal-Waste Recycling Systems; and

**WHEREAS**, Cal-Waste Recycling Systems will be required to pay an annual license fee in the amount of two thousand five hundred dollars (\$2,500) and the standard eleven percent (11%) of their annual gross receipts and a ninety-two dollar (\$92) license administration fee, which is set forth by Lathrop Municipal Code 8.16.140; and

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Industrial Solid Waste License for the remainder of FY 23-24 with Cal-Waste Recycling Systems.

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March 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

-D-

Parks and Recreation Department

390 Towne Centre Drive, Lathrop, CA 95330

Phone (209) 941-7370

www.ci.lathrop.ca.us

## INDUSTRIAL REFUSE COLLECTION LICENSE APPLICATION

COMPANY NAME: RARA Trucking, Inc.

ADDRESS: 210 Umbarger Rd. San Jose, CA 95111

PHONE/FAX: 669-233-6489 / 408-516-5953

EMAIL: rara\_trucking@yahoo.com, susana.rivas@raratrucking.com

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

	<b>CHECK IF ENCLOSED</b>
PROPOSED CUSTOMERS LIST (Names and Addresses):	<u>X</u>
SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):	<u>X</u>
NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):	<u>X</u>
ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - <b>OR-</b> MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application)	<u>X</u>
INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.1 for Insurance Requirements):	<u>X</u>
LICENSE FEE ENCLOSED (\$2,500)	<u>X</u>
ADMINISTRATION FEE (\$92)	<u>X</u>





Parks and Recreation Department

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

TYPE OF WASTE REMOVAL SERVICE:

Transportation of solid waste - crashed wood, scrap metal, cardboard

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

**APPLICANT SIGNATURES:**

*Raul Rivas*

SIGNATURE

01/26/2024

DATE

Raul A Rivas

PRINT NAME

President

TITLE

**PROCESSED BY:**

*Melissa Stathakopoulos*

MELISSA STATHAKOPOULOS  
MANAGER  
PARKS AND RECREATION DEPARTMENT

3.6.24

DATE

**APPROVED BY:**

*Todd Sebastian*

TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

3/6/24

DATE

## Tesla, Inc. Master Services Agreement

This Master Services Agreement (“*MSA*”) is entered into by and between Tesla, Inc., a Delaware corporation with offices at 3500 Deer Creek Road, Palo Alto, California, 94304 (“*Tesla*”) and the service provider identified below (“*Supplier*”) effective as of the date signed below by Tesla and govern Supplier’s performance, and Tesla’s purchase, of services.

### 1. THE SERVICES

**1.1** Authorization of Services. The “*Services*” are the following, as they may be supplemented, modified or replaced during the Term: (a) the functions described in an Agreement as functions for which Supplier is responsible; and (b) any functions related to the foregoing that are not specifically described in an Agreement but are required for the provision of the Services thereunder. Supplier shall provide, and Tesla and/or its Affiliates may purchase, Services pursuant to an Approved Work Order using the form attached hereto as Schedule A. Supplier shall not perform any Services until Tesla and/or its Affiliate issues a Purchase Order which incorporates the terms of the applicable Approved Work Order. Upon Supplier’s acceptance of such Purchase Order, the terms of the applicable Approved Work Order, together with the terms in the other Agreement Documents, will become a binding agreement (an “*Agreement*”) between Supplier and Tesla and/or its Affiliate.

**1.2** Obligation to Provide the Services, Generally. Starting on the Effective Date, or any later date that may be specified in writing for any specific Services, and continuing during the Term, Supplier will perform the Services in accordance with the terms of the Agreement. The Services may be received by Tesla, any of Tesla’s Affiliates, and any third party supplier or business partner of Tesla (each, a “*Service Recipient*”).

**1.3** Services Not Exclusive. Supplier is a non-exclusive provider of Services. Tesla and its Affiliates have no obligation to order or purchase any Services. The extent and quantity of Services purchased shall be determined by Tesla. Tesla may purchase from any third party services that are identical or similar to the Services described in the Agreement. Supplier will cooperate and coordinate with Tesla or any other service providers selected by Tesla as reasonably required for Tesla or the service provider to perform services for which it is responsible.

**1.4** Relationship of the Parties. Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Tesla or any Affiliate of Tesla. Nothing in this MSA or any Agreement shall be deemed to create a joint venture or partnership between Supplier and Tesla or any of Tesla’s Affiliates. Supplier has the sole right and obligation to supervise, manage, and direct all work to be performed by Supplier Personnel under the Agreement. Supplier has no authority to represent or bind Tesla.

### 2. PERFORMANCE

**2.1** Time of Performance. Supplier will complete all Services diligently, in a timely manner, and in accordance with the time schedules set forth in the Agreement. Time is of the essence with respect to the provision of Services. Supplier will promptly notify Tesla in writing upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely completion of any Services. Supplier will use Commercially Reasonable Efforts to avoid or minimize any delays in performance and will inform Tesla of (a) the steps Supplier is taking or will take to do so and (b) the projected completion time.

**2.2** Manner of Performance. Supplier will perform the Services at the Tesla Facilities listed or described in the Agreement. Supplier will manage and successfully perform, complete and deliver the Services in accordance with the Agreement. In cases where the Agreement does not prescribe or otherwise regulate the manner of Supplier’s performance of the Services, Supplier will render the Services in accordance with Supplier’s prevailing practices, which will not be less favorable to Tesla than the established best practices followed by the leading providers of similar services.

**2.3** Responsibility for Supplying Certain Resources. The Agreement will define each Party’s responsibility (including financial responsibility) for providing equipment, facilities, third-party services and other resources expected to be required for the Services. If Tesla has financial responsibility for any resource that is acquired by Supplier on Tesla’s behalf under an Agreement, Supplier will obtain Tesla’s prior written approval of the terms on which the resource is to be acquired, including the terms of any associated contract.

**2.4** Performance Criteria. Supplier’s performance of the Services will be measured as specified in the Agreement. The Charges may be subject to adjustment based on the assessment of its performance to the extent provided in the Agreement.

**2.5** Acceptance Tests. If and to the extent set forth in the Agreement, the Services will be subject to acceptance tests which are reasonably specified by Tesla and/or mutually agreed in writing by the Parties. Supplier will notify Tesla in writing when it believes the Services are ready for acceptance testing and shall assist Tesla in performing such tests. Tesla shall determine whether the Services have passed the applicable acceptance tests and notify Supplier of its determination. If Tesla determines that the Services have not passed the acceptance tests, Supplier shall have fifteen (15) days (or such longer period as the Parties may agree) to resubmit such Services for acceptance testing. Tesla shall not be liable, and Supplier shall not invoice Tesla, for any Services which have not passed the applicable acceptance tests.

**2.6** Reporting. If required by Tesla, on or before the fifteenth (15<sup>th</sup>) day of each month during the Term, Supplier shall provide a written progress report detailing (a) Supplier's activities and performance against any Service Levels in the preceding month, (b) progress towards milestones, and (c) any actual or anticipated delays that might affect completion of Services in accordance with the applicable project plan or timeline under the Agreement.

**2.7** Compliance with Laws and Tesla Policies.

(a) Supplier will, at its cost and expense, obtain all necessary regulatory approvals, licenses, and permits (collectively, "**Permits**") applicable to its business and comply with all Laws applicable to its business or the performance of its obligations under each Agreement, as such Laws may be revised from time to time. Supplier shall provide copies of any such Permits at Tesla's request. To the extent Supplier (or any of its subcontractors) makes payments to any government official or any other person under an Agreement on behalf of Tesla, Supplier will maintain true, accurate and complete books and records concerning any such payments, including the purpose of each transaction.

(b) Supplier will comply with, and perform the Services in compliance with, all Laws pertaining to: (i) occupational safety and health; (ii) protection of persons and property from death, injury or damage; (iii) the environment and the use, handling, storage, labeling and disposal of toxic or hazardous materials; (iv) labor and employment, including equal employment opportunity; (v) tax; (vi) workmen's compensation and unemployment insurance, (vii) money laundering, anti-terrorism, trade embargos, and economic sanctions; and (viii) to the extent relevant to Supplier's performance of Services, Laws with respect to (a) data privacy, data protection, and consumer privacy and (b) anti-bribery and anti-corruption.

(c) To the extent not prohibited by Law, Supplier will promptly notify Tesla in writing of any investigation or inquiry into whether Supplier (or any of its subcontractors) is charged with failing to comply with any Laws that may or will impact, or are otherwise applicable to, Supplier's performance under an Agreement.

(d) Supplier will comply with any Tesla policies, standards, rules, and procedures (collectively, "**Tesla Policies**") applicable to performance of the Services or the Tesla Facility that are disclosed to Supplier in writing, as such Tesla Policies may be revised from time to time.

**2.8** Suspension of Performance. Tesla may, at any time, direct Supplier to suspend all or any part of the work for not more than 180 days. In the event of a suspension, Tesla may, in its sole discretion, reimburse Supplier for reasonable and actual additional costs incurred solely and directly as a result of the suspension, provided that a detailed claim with supporting documentation of such costs is submitted to Tesla within 30 days after the end of the suspension. Supplier agrees to provide Tesla a good faith estimate of its suspension costs upon request.

**2.9** Corrective Action. With reference to Section 2.4 (Performance Criteria), if Supplier fails to meet one or more performance criteria with respect to the Services, Supplier will: (i) promptly investigate and report on the root cause of the problem; (ii) remedy the cause of the failure and resume meeting the affected performance criteria; (iii) implement and notify Tesla of measures taken by Supplier to prevent recurrences if the failure is otherwise likely to recur; and (iv) make written recommendations to Tesla for improvements in procedures.

### **3. SUPPLIER PERSONNEL AND SUBCONTRACTING**

**3.1** General Requirements for Supplier Personnel.

(a) Supplier will assign an adequate number of Supplier Personnel to perform the Services who are properly educated, trained, familiar with and fully qualified for the Services they are assigned to perform (including, without limitation, licensed in the relevant regions to provide work that requires a license). Supplier will assign sufficient supervisory personnel to provide adequate liaison with Tesla. Supplier will manage, supervise and provide direction to Supplier Personnel and cause them to comply with the obligations and restrictions applicable to Supplier under the Agreement. Supplier is responsible for the acts and omissions of Supplier Personnel under or relating to each Agreement. Supplier is responsible for validating the identity of and ensuring that Supplier Personnel assigned to

perform Services (i) have the legal right to work in the country(ies) in which they are assigned to work, and (ii) conform to all applicable Tesla Policies with respect to personal and professional conduct (including the wearing of an identification badge and adhering to general safety, dress, behavior, and security practices).

(b) Prior to assigning any Supplier Personnel to perform any Services, Supplier shall perform background checks of the personnel. Such background checks may have been performed as part of Supplier's standard pre-employment screening process and will, to the extent permitted by applicable Law, include the following: (i) education verification; (ii) prior employment verification for all employees; (iii) social security verification; and (iv) felony and misdemeanor criminal checks. Tesla may require Supplier to provide written evidence of successful background checks on Supplier Personnel at any time. Unless prohibited by law, Supplier may not assign any person to perform Services for Tesla who was convicted of a crime without Tesla's prior written consent.

**3.2** Key Supplier Positions. "**Key Supplier Positions**" means those positions designated as such in the applicable Agreement. Supplier will cause each of the Supplier Personnel filling the Key Supplier Positions to devote substantially full time and effort to the provision of the Services during the period of assignment. The appointment, removal and replacement of any person to a Key Supplier Position may only be made with Tesla's prior written approval, which will not be unreasonably withheld.

**3.3** Approval and Removal of Supplier Personnel. Tesla may approve all Supplier Personnel assigned to perform Services that are charged on a time and materials basis. Tesla may require Supplier to replace any Supplier Personnel whose performance, in Tesla's reasonable judgment, has been unsatisfactory. Supplier will be liable for any expenses associated with the replacement of any Supplier Personnel under this Section.

**3.4** Subcontracting.

(a) Subject to Section 3.4(b), Supplier may not subcontract or delegate the performance of any part of the Services without Tesla's prior written consent, which Tesla may withhold in its sole discretion. If Tesla approves a subcontractor that is an Affiliate of Supplier, such approval is subject to the subcontractor remaining an Affiliate of Supplier. Tesla may require Supplier to replace any previously approved subcontractor whose performance, in the reasonable judgment of Tesla, has been unacceptable. Supplier is responsible for managing all subcontractors and is responsible for all subcontractors to the same extent as if the subcontracted Services were retained by Supplier. Supplier will be Tesla's sole point of contact regarding the Services and all subcontracted Services, including for payment. Supplier shall include in subcontracts any provisions of the Agreement that may be applicable to performance of the subcontract and all other provisions intended for the protection of Tesla.

(b) Supplier may, in the ordinary course of business, utilize third party services or products that are not dedicated to performance of Services for Tesla and that are not material to any particular function constituting a part of the Services. Supplier may also engage individual independent contractors to supplement its employee workforce. Such arrangements do not constitute Subcontracting for the purposes of this Section. Supplier will nevertheless be responsible for such parties.

**4. CHARGES**

**4.1** Charges, Generally. The Agreement sets forth (or will set forth) the unit rates and charges payable to Supplier for performing the Services and the associated invoicing and payment procedures and terms thereunder (collectively, the "**Charges**"). Tesla will not be required to pay Supplier any amounts under an Agreement other than the Charges payable to Supplier under, and calculated in accordance with, the Agreement.

**4.2** Invoicing.

(a) Supplier shall submit invoices to the Tesla entity which entered into the Agreement on a monthly basis in accordance with the method of electronic communication specified by such Tesla entity. All invoices must reference the Agreement/release number (where applicable), contain an itemization of amounts for Services rendered during the applicable invoice period (including, if applicable and requested by Tesla, a separate break-down of charges for goods and services used by Supplier in performance of the Services, and detailed time card entries with respect to Services that are charged on a time & materials basis), and must comply with the provisions of the Agreement and such other reasonable requirements as may be prescribed by Tesla and/or its Affiliate from time to time. All invoices and payments will be in local currency of the country in which the Service Recipients receive the Services.

(b) Payment of Supplier's invoices shall be due within 60 days of receipt of each invoice by Tesla or its Affiliate; provided, however, that (i) Tesla or its Affiliate may withhold payment of any invoiced charges that Tesla disputes in good faith; (ii) payment of any Charges shall not be deemed an approval of such Charges, and Tesla may later dispute

such Charges; and (iii) payment of Charges shall not relieve Supplier of any of its warranties or other obligations under the Agreement. The Parties shall work in good faith to resolve any disputed Charges.

(c) If Supplier owes Tesla a credit or other amount under the Agreement (e.g., for delay or failure to achieve a milestone), Supplier will pay that amount by check or wire transfer within 45 days.

(d) Charges, if any, that Supplier fails to invoice to Tesla within 120 days of the date that such Charges should have been billed to Tesla will not be payable by Tesla. In the case of third party charges for which Tesla is responsible for paying or reimbursing Supplier, the 120-day period will not begin to run until Supplier has been invoiced for such charges by the applicable third party.

#### **4.3 Incidental and Out-of-Pocket Expenses.**

(a) Unless expressly provided otherwise in an Agreement, Tesla is not responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provisions of the Services, including travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("*Incidental Expenses*"). To the extent that an Agreement requires Tesla to reimburse Supplier for Incidental Expenses, Tesla is not responsible for any such reimbursement unless the expenses are (i) approved in writing, in each instance, in advance by Tesla; (ii) substantiated by appropriate receipts and related documentation; and (iii) in compliance with Tesla's corporate travel policies and procedures, as amended from time to time in Tesla's sole discretion. In no event will Tesla be liable for payment of any Incidental Expenses that exceed Supplier's total fees under an Agreement by 10% or more.

(b) "*Out-of-Pocket Supply Expenses*" are the reasonable, demonstrable and actual out-of-pocket expenses incurred by Supplier for equipment, materials, or supplies required for performance of the Services and specified in writing by Tesla as reimbursable, and "*Out-of-Pocket Service Expenses*" are the reasonable, demonstrable and actual out-of-pocket expenses incurred by Supplier for services (such as with tier 2 service providers) required for performance of the Services and specified in writing by Tesla as reimbursable ("*Out-of-Pocket Expenses*" refers collectively to Out-of-Pocket Supply Expenses and Out-of-Pocket Service Expenses). Out-of-Pocket Expenses are to be determined net of all rebates, discounts and allowances received by Supplier, and shall not include Supplier's actual or allocated overhead costs, administrative expenses or other mark-ups.

#### **4.4 Taxes.**

(a) This Section 4.4 sets forth the allocation of responsibility between the Parties for taxes arising out of or in relation to an Agreement. Except as otherwise expressly provided in this Section 4.4, each Party remains solely responsible for taxes imposed or assessed on such Party and its Affiliates (or their activities), including taxes assessed on such Party's and its Affiliates' (i) property, franchise, income, and business and occupational taxes (or similar in nature) on its business activities, and (ii) for employer-related taxes with respect to its personnel (e.g. employee taxes, workers compensation and unemployment insurance). Each Party agrees to reasonably cooperate with the other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible.

(b) The only taxes for which Tesla will be responsible for paying Supplier are the Service-Related Taxes applicable to the Services under an Agreement. Any Service-Related Tax Supplier is responsible for collecting from Tesla and paying to the applicable tax authority will be paid by Tesla on a pass-through expense basis (i.e., at Supplier's actual direct cost, without any uplift or other mark-up). If Tesla is exempt from any Service-Related Tax, it will provide Supplier with a copy of the applicable tax exemption certificate, and Supplier will not bill, charge, or credit Tesla for such tax.

(c) Supplier's invoices shall: (i) include any Service-Related Taxes; (ii) include a breakout between taxable and non-taxable Charges; and (iii) show the tax rate, the value against which the tax rate is applied, and the total amount of tax due. All invoices must comply with local invoice requirements. If Supplier is responsible for failing to invoice Tesla for applicable Service-Related Taxes or failing to pay such taxes to the applicable taxing authorities in a timely manner, Supplier will have financial responsibility for the uncharged or unpaid Service-Related Taxes and any associated penalties and interest.

(d) Withholding Taxes. If laws, rules or regulations require the withholding of income taxes or other taxes imposed upon payments set forth in this Section 4, Tesla shall make such withholding payments as required and subtract such withholding payments from the payments. Tesla shall submit appropriate proof of payment of the withholding taxes to the Supplier within a reasonable period of time. At the request of Supplier, Tesla shall give Supplier such reasonable assistance, which shall include the provision of appropriate certificates of such deductions made together with other supporting documentation as may be required by the relevant tax authority, to enable

Supplier to claim exemption from such withholding or other tax imposed or obtain a repayment thereof or reduction thereof and shall upon request provide such additional documentation from time to time as is reasonably required to confirm the payment of tax.

## 5. TESLA RESPONSIBILITIES

**5.1** Tesla Responsibilities, Generally. To facilitate Supplier's performance of the Services, Tesla will, at its own cost and expense, perform those tasks and fulfill those responsibilities of Tesla as set forth in the Agreement ("*Tesla Responsibilities*"). Supplier's performance of the Services may be dependent in some circumstances on Tesla's timely and effective performance of the Tesla Responsibilities and timely decisions and approvals by Tesla.

**5.2** Savings Clause. Tesla's failure to perform any of the Tesla Responsibilities (or cause them to be performed) will not constitute grounds for termination by Supplier except as provided in Section 8.4 (Termination by Supplier); provided, however, that Supplier's nonperformance of its obligations under an Agreement will be excused if and to the extent (i) such nonperformance results from Tesla's failure to perform any Tesla Responsibilities, and (ii) Supplier provides Tesla with reasonable notice of such nonperformance and, if requested by Tesla, uses Commercially Reasonable Efforts to perform notwithstanding Tesla's failure to perform. If Supplier's use of Commercially Reasonable Efforts to perform in such a circumstance would cause Supplier to incur significant uncompensated expenses, Supplier may notify Tesla. In that case, Supplier's obligation to continue its efforts to work around Tesla's failure to perform will be subject to Tesla agreeing to reimburse Supplier for its incremental uncompensated expenses.

### 5.3 Access to Tesla Systems and Facilities.

(a) From time to time and at Tesla's sole discretion, Tesla may provide Supplier with access to proprietary computer systems and technologies owned and operated by Tesla and/or its affiliates to facilitate the Services (the "*Systems*"). Supplier will only use the Systems for the business purposes of Tesla. Tesla may periodically monitor all uses of the Systems as allowed by law and review user access records maintained by Supplier. Supplier's users will have no expectation of privacy when using the Systems. Supplier shall be solely responsible for obtaining and maintaining the hardware and software it uses which are necessary to properly access the Systems and perform the Services.

(b) Tesla will provide to Supplier Personnel assigned to work at a Tesla Facility the reasonable use of the facility. The access to and use of Tesla Facilities granted hereunder does not constitute a leasehold, usufruct, or other property interest in favor of Supplier. Tesla retains all of its right, title and interest in and to the Tesla Facility. Supplier will use the Tesla Facility for the sole purpose of providing the Services. Supplier will be responsible for any damage to the Tesla Facility caused by Supplier Personnel. Supplier will permit Tesla and its agents and representatives to enter into those portions of Tesla Facility that are occupied by Supplier Personnel at any time and, when those portions of the Tesla Facility are no longer required for performance of the Services, Supplier will return them to Tesla in substantially the same condition as they were in when Supplier began use of them, subject to reasonable wear and tear.

## 6. CONFIDENTIALITY

**6.1** Confidentiality. Tesla's mutual non-disclosure agreement as of the Effective Date or, if applicable, the signed non-disclosure agreement then in effect between the Parties ("*NDA*") sets forth the Parties' respective confidentiality obligations hereunder. The NDA is hereby incorporated by reference in this MSA, and the terms and conditions of the NDA will continue in force throughout the duration of this MSA. Tesla's Confidential Information is deemed to include information relating to the research and development of products, including application and usage, methods of manufacture, methods of design, trade secrets, business plans, including current and future implementation plans or plans regarding forecasts and product roadmaps, future orders for product including specifications, quantities and timing, customers, finances and personnel data related to the business or affairs of Tesla, the existence of any relationship or business dealings between Tesla and Supplier, the existence and terms of the MSA and each Agreement, and all Intellectual Property Rights owned or separately licensed by Tesla.

**6.2** Data Security. Supplier will: (i) establish, implement and maintain commercially reasonable safeguards against the destruction, loss, alteration and unauthorized access and use of Tesla Data in the possession or control of Supplier (or its Subcontractors) that are no less rigorous than those maintained by Tesla as of the Effective Date and are no less rigorous than those maintained by Supplier for its own data of a similar nature; and (ii) comply with Tesla's information and data security policies as disclosed to Supplier from time to time. No later than the fifth day of each month, Supplier will deliver to Tesla a copy of all Tesla Data in its possession or control in the form and format requested by Tesla.

## 7. INTELLECTUAL PROPERTY RIGHTS

**7.1 Tesla Material.** “*Tesla Material*” means all information systems and technology, software, documentation, prototypes, tools, methods, forms, processes, workflows, data, compilations, designs, manuals, specifications and other material owned, licensed to, or developed by Tesla (or its Affiliates) that is made available to Supplier Personnel for use in rendering the Services. Subject to any limitations or restrictions set forth in agreements between Tesla (or its Affiliate) and third party licensors of Tesla Material, Tesla grants Supplier a limited, nonexclusive, non-transferable, no-charge license during the Term to Use the Tesla Material in location(s) approved by Tesla for the sole purpose of providing the Services. When Tesla Material is no longer required for performance of the Services, or in any event upon expiration or termination of the applicable Agreement, Supplier will return it to Tesla in an agreed format or, at Tesla’s election, destroy it and certify the destruction of all copies in Supplier’s (and any Subcontractor’s) possession or control.

**7.2 Developed Material.** Subject to Section 7.3, Tesla will own all Intellectual Property Rights in and have the sole right to use all Deliverables and other work product created by Supplier Personnel for Tesla under each Agreement (collectively, “*Developed Material*”). Developed Material will be deemed to be works made for hire owned by Tesla upon their creation. To the extent that any such Developed Material is not deemed to be a work made for hire and the property of Tesla by operation of Law, Supplier irrevocably assigns, transfers and conveys to Tesla, without further consideration, all of its right, title and interest (including all Intellectual Property Rights) in and to such Developed Material. Supplier shall execute (and cause its employees to execute) such documents or take such actions as Tesla may reasonably request to perfect Tesla’s ownership of Developed Material. Supplier will promptly disclose the creation of Developed Material to Tesla. Tesla grants to Supplier a fully paid-up, royalty-free, nonexclusive license during the Term to Use such Developed Material solely as necessary to perform the Services, and to sublicense Subcontractors involved in rendering the applicable Services during the Term to Use such Developed Material solely as necessary to perform Services on Supplier’s behalf.

**7.3 Supplier Material.** Tesla’s ownership of Developed Material that incorporates any material created and owned by Supplier (or its Subcontractor) outside the performance of Services (“*Supplier Material*”) will be subject to Supplier’s (or its applicable Subcontractor’s) ownership of such Supplier Material. Unless otherwise agreed in a separate written license agreement executed by the Parties, Supplier grants to Tesla (and its Affiliates) a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, world-wide license to Use, sublicense and distribute Supplier Material that is incorporated into any Developed Material or is reasonably required to Use any Developed Material in a cost-effective manner (e.g., tools). Supplier shall obtain Tesla’s written approval prior to incorporating any Supplier Material into any Developed Material.

**7.4 Third Party Material.** Supplier will not incorporate any third party proprietary materials, information or intellectual property (“*Third Party Material*”) into Developed Material, including all Deliverables or other work product to be delivered to Tesla, unless Supplier has obtained for Tesla a perpetual, worldwide, fully paid-up, royalty-free, non-exclusive license permitting Tesla and its Affiliates to use, sublicense and distribute such Third Party Material in the conduct of their normal business operations.

**7.5 Open Source Code.** Supplier represents and warrants that it will not incorporate any Open Source Code into a Deliverable or other work product to be delivered to Tesla without Tesla’s express, prior written consent.

**7.6 Intellectual Property Rights Agreements with Supplier Personnel.** Supplier is responsible for having in place with all Supplier Personnel (either directly or indirectly through their respective employers) such agreements respecting Intellectual Property Rights as are necessary to comply with this Section 7 (Intellectual Property Rights).

**7.7 Licenses and Rights Survive Bankruptcy.** All licenses and rights of Use granted under or pursuant to this MSA and each Agreement shall be deemed to be licenses to rights in “intellectual property” for the purposes of Section 365(n) of the United States Bankruptcy Code.

**7.8 No Interference.** Nothing in this MSA or any Agreement will be deemed to prevent Supplier from carrying on its business or developing for itself or others materials that are similar to or competitive with those produced as a result of the Services provided they do not contain or disclose any Confidential Information or proprietary information of Tesla or otherwise infringe or constitute a misappropriation of Tesla’s Intellectual Property Rights.

## 8. TERM AND TERMINATION

**8.1 Duration.** This MSA will come into effect when signed by both Parties and shall remain in effect until terminated under this Section or by mutual written agreement of the Parties. The term of each Agreement will be set forth in the applicable Purchase Order and/or Approved Work Order (such period is the “*Term*”).

**8.2** Termination, Generally. This MSA and each Agreement may only be terminated as provided in this Section 8. Termination by a Party will be without prejudice to any other rights and remedies available to a Party. Tesla will not be obliged to pay any termination charges or demobilization fees in connection with the termination of this MSA or of any Agreement.

**8.3** Termination by Tesla. Tesla may terminate this MSA and/or an Agreement as follows: (a) for default without affording Supplier any additional time or opportunity to cure: (i) if Supplier commits a breach of Section 6 (Confidentiality) of this MSA; (ii) as provided in Section 12 (Force Majeure) of this MSA; (iii) if Supplier violates any Tesla Policies of which Supplier has been given notice or applicable Laws; (iv) if Supplier breaches Section 9.4 (Debarment) of this MSA; or (v) if Supplier commits multiple breaches of the Agreement, none of which is necessarily a material breach, but which Tesla determines have had an aggregate effect comparable to that of a material breach; (b) if Supplier has breached any material obligation under the Agreement and does not cure the breach within 15 days after receiving notice of it from Tesla, provided that Supplier will not be afforded any additional time or opportunity to cure if Supplier has previously breached the same material obligation; or (c) for convenience (i.e., without cause) at any time by giving Supplier at least 30 days' prior written notice specifying the terminated Services and designating the termination date and paying the agreed termination charge set forth in the applicable Agreement, if any.

**8.4** Termination by Supplier. If Tesla fails to pay Supplier when due undisputed Charges totaling at least two months' Charges under an Agreement and fails to make such payment within 45 days after the date Tesla receives notice of non-payment from Supplier, Supplier may terminate that Agreement as of a date specified in a written notice of termination referencing this Section and expressly stating Supplier's intent to terminate the Agreement. Supplier may not suspend performance of the Services during the Term for any reason.

**8.5** Operational Transition. Upon termination or expiration of the Agreement, Supplier will deliver to Tesla and/or a subsequent supplier any remaining property of Tesla in Supplier's possession, including reports, data, work product, and Confidential Information (alternatively, as requested by Tesla, Supplier will destroy such property), and certify that all such Tesla property has been removed from Supplier's systems, premises and control and either returned or destroyed. All materials in electronic form shall be delivered to Tesla on such media and in such file format as Tesla may direct.

## **9. REPRESENTATIONS AND WARRANTIES OF SUPPLIER**

**9.1** Performance of Services. Supplier represents and warrants that it will perform all Services (i) in accordance with the Agreement; (ii) in a good, professional and workmanlike manner, free from defects in material and workmanship and in accordance with industry standards; (iii) in strict accordance with Supplier's specifications, samples or other descriptions provided to Tesla or approved or adopted by Tesla; (iv) in compliance with all applicable Laws; (v) efficiently and in a cost-effective manner subject to the requirements of the Agreement; and (vi) using qualified personnel with suitable training, education, experience and skill to perform the Services in accordance with timing and other requirements of the Agreement.

**9.2** Non-Infringement. Supplier represents and warrants that: (a) the Services will not infringe or misappropriate any Intellectual Property Rights of any third party; (b) Supplier has all rights and licenses necessary to convey to Tesla the ownership of (or license rights to Use) as required under the Agreement, all Intellectual Property Rights in Deliverables, Developed Materials and other materials provided to Tesla; and (c) no Deliverables or other materials provided to Tesla, nor their use by Tesla will infringe or constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.

**9.3** Malware. Supplier represents and warrants that it will not introduce Malware into Tesla's or any of its Affiliates' systems and that Supplier will exercise Commercially Reasonable Efforts to prevent Malware from being so introduced. If Malware is found to have been introduced into Tesla's or any of its Affiliates' systems as a result of a breach of the foregoing warranty, Supplier will, at no additional charge, assist Tesla in eradicating the Malware and reversing its effects and, if the Malware causes a loss of data or operational efficiency, to assist Tesla in mitigating and reversing such losses.

**9.4** Debarment. At all times throughout the Term, Supplier represents and warrants that it shall not be: (a) debarred, suspended, excluded or disqualified from doing business with the United States Government; or (b) listed on the Excluded Parties List System maintained by the General Services Administration of the United States Government (found at [www.epls.gov](http://www.epls.gov)); or (c) an entity with which U.S. entities are prohibited from transacting business of the type contemplated by the Agreement or with which U.S. entities must limit their interactions to types approved by the Office of Foreign Assets Control, Department of the Treasury ("OFAC"), such as by Law, executive order, trade embargo, economic sanction, or lists published by OFAC. Supplier agrees to immediately notify Tesla in



writing in the event Supplier breaches any of its representations and warranties or has reason to believe that it will become in breach of any of such representations and warranties.

## 10. INSURANCE

**10.1 Types of Insurance.** At all times throughout the Term, Seller shall procure and maintain (and shall cause each subcontractor to maintain), at its sole cost and expense, and upon request furnish to Tesla a certificate evidencing the following insurance: (a) commercial general liability insurance with minimum coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, as well as contractual liability coverage and naming Tesla as an additional insured; (b) employer's liability insurance with minimum coverage of at least One Million Dollars (\$1,000,000); (c) automobile liability insurance on all owned, non-owned and/or hired vehicles with minimum coverage of at least One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and/or property damage, and physical damage insurance for the actual cash value of each such vehicle; (d) if applicable, all risk property perils insurance covering the full replacement value of Tesla Property while in Seller's care, custody, or control and naming Tesla as loss payee; and (e) errors and omissions liability insurance covering liability for loss or damage due to an act, error, omission or negligence, with a minimum limit per event of One Million Dollars (\$1,000,000). Seller shall also comply with all applicable workers' compensation and/or other Laws that may accrue in favor of any Seller Personnel in all locales where Seller Personnel perform(s) in connection with the Agreement.

**10.2 Insurance, Generally.** Supplier will be responsible for all deductibles and retentions with regard to its insurance. In the case of loss or damage or other event that requires notice or other action under the terms of any insurance coverage described above, Supplier will be solely responsible for taking such action. Supplier will provide Tesla with contemporaneous notice and such other reasonable and relevant information as Tesla may request regarding the event. The policies shall: (a) be primary and not contributory with any liability coverage carried by Tesla or any Affiliate of Tesla; (b) name Tesla and any other entity reasonably requested by Tesla as additional insureds; (c) provide for severability of interests; (d) provide for waiver of subrogation; (e) be with one or more insurance companies rated A minus or better (as determined by A.M. Best & Company), and licensed to do business in the locations where Services are to be performed; and (f) require the insurer to give Tesla at least 30 days' prior written notice of any restrictive change, non-renewal or cancellation that may affect Tesla's rights thereunder. Supplier will furnish to Tesla a certificate evidencing such coverage, upon request.

## 11. INDEMNIFICATION

**11.1 Indemnification by Supplier.** Supplier will indemnify, defend and hold harmless Tesla, its Affiliates and their respective officers, directors, employees, agents and representatives (collectively, "*Tesla Indemnitees*"), from any and all losses arising from, in connection with, or based on allegation of any of the following: (a) any Claim by, on behalf of or relating to Supplier Personnel; (b) any Claim that, if true, would constitute a breach of Supplier's obligations under Section 6 (Confidentiality); (c) any Claim that, if true, would arise from or be attributable to a breach of Supplier's obligations under Section 2.7 (Compliance with Laws and Tesla Policies); (d) any Claim that, if true, would arise from or be attributable to a breach of Supplier's obligations under Section 9.2 (Non-Infringement); (e) any Claim for death or bodily injury, or the damage, loss or destruction of real or tangible personal property of third parties (including employees of Tesla and Supplier and their respective subcontractors) caused by the tortious conduct of Supplier, any Supplier Personnel, or any of Supplier's third-party suppliers; and (f) the inaccuracy or untruthfulness of any representation or warranty made by or on behalf of Supplier in the Agreement.

**11.2 Infringement Claims.** If any item used by Supplier to provide the Services becomes, or in Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation Claim, Supplier will at its expense, in addition to indemnifying Tesla Indemnitees as provided in this Section 11 (Indemnification) and to the other rights Tesla may have under the Agreement, (i) promptly secure the right to continue using the item, or (ii) if this cannot be accomplished with Commercially Reasonable Efforts, then replace or modify the item to make it non-infringing or without misappropriation; provided, however, that any such replacement or modification may not degrade the performance or quality of the affected components of the Services or disrupt Tesla's business operations, or (iii) if neither of the foregoing can be accomplished by Supplier with Commercially Reasonable Efforts, then upon at least 180 days' prior written notice to Tesla, Supplier may remove the item from the Services, in which case the Charges will be equitably adjusted to reflect such removal. If removal of the item from Services causes material loss or degradation of the Services, such loss or degradation will constitute a material breach of the Agreement by Supplier in respect of which Tesla may exercise its termination and other rights and remedies.

**11.3 Indemnification Procedures.** Tesla will give Supplier prompt written notice of any Claim for which indemnification is sought under this Section 11. Failure to give notice will not diminish Supplier's obligation under

this Section if Supplier has or receives knowledge of the existence of such Claim by any other means or if the failure does not materially prejudice Supplier's ability to defend the Claim. Supplier may select legal counsel to represent Tesla (said counsel to be reasonably satisfactory to Tesla) and otherwise control the defense of such Claim. If Supplier elects to control the defense of such Claim, Tesla may participate in the defense at its own expense. If Supplier, within a reasonable time after receipt of such notice, fails to defend Tesla, Tesla may undertake the defense of, and compromise or settle, the Claim on behalf and at the risk of Supplier. If the Claim is one that cannot by its nature be defended solely by Supplier, Tesla will make available information and assistance as Supplier may reasonably request at Supplier's expense. Supplier may not, without the prior written consent of Tesla, (i) consent to the entry of any judgment or enter into any settlement that provides for injunctive or other non-monetary relief affecting any Tesla Indemnitee, or (ii) consent to the entry of any judgment or enter into any settlement unless such judgment or settlement provides for an unconditional and full release of the Tesla Indemnitees and does not diminish any of Tesla's rights under the Agreement or result in additional fees or charges to Tesla.

## **12. LIABILITY**

### **12.1 Limitation of Liability and Exclusions.**

(a) Except as provided in Section 12.1(c) below, each Party's total liability to the other Party in connection with the Agreement, whether in contract or in tort (including for breach of warranty, negligence and strict liability in tort), will be limited as follows: (i) Supplier's liability to Tesla shall not exceed an amount equal to the greater of one million dollars (\$1,000,000 USD) or the Charges paid or payable to Supplier pursuant to the Agreement for proper performance of the Services for the 12 months prior to the month in which the most recent event giving rise to liability occurred; and (ii) Tesla's liability to Supplier shall not exceed an amount equal to the Charges paid or payable to Supplier pursuant to the Agreement for proper performance of the Services.

(b) Except as provided in Section 12.1(c) below, neither Party will be liable to the other for any consequential, incidental, indirect or punitive damages, or any loss of revenue, business, savings or goodwill, regardless of the form of action or the theory of recovery, even if it has been advised of the possibility of such damages.

(c) The limitations and exclusions set forth in Sections 12.1 and 12.1(b) will not apply with respect to: (i) damages attributable to intentional torts, unlawful conduct or gross negligence; (ii) Claims that are the subject of indemnification pursuant to Section 11 (Indemnification); (iii) damages attributable to Supplier's breach of its obligations with respect to Tesla Confidential Information; (iv) intentional misappropriation or intentional infringement of a Party's Intellectual Property Rights; or (v) damages attributable to Supplier's wrongful cessation or abandonment of the Services.

(d) The Parties agree that the following will be considered direct damages: (i) costs and expenses of recreating or reloading any lost, stolen, corrupted or damaged Tesla Data; (ii) costs and expenses of implementing a work-around in respect of a failure to provide any Services as required by the Agreement; (iii) straight time, overtime and related expenses, including overhead allocations for employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunications charges and similar charges, incurred in connection with clauses (i) and (ii) above due to Supplier's failure to perform in accordance with the Agreement; (iv) costs and expenses incurred for Tesla (or its Affiliates) to bring the Services in-house or to contract to obtain services similar to the Services from an alternate source, including the costs and expenses associated with the retention of external consultants and legal counsel to assist with any re-sourcing; (v) damages suffered by any Tesla Affiliate that would be direct damages if they had instead been suffered by Tesla; and (vi) payments, fines, penalties or interest imposed by a governmental body or regulatory entity to the extent caused by Supplier.

**12.2** "*Force Majeure Event*" means an event beyond the reasonable control of a Party that delays or prevents the Party from performing its obligations under the Agreement, provided that (a) the non-performing Party is without fault in causing or failing to prevent the event, and (b) the event cannot be circumvented through the use of commercially reasonable alternative sources, workaround plans or other means. The affected Party will promptly notify the other Party of any Force Majeure Event and of its plans and efforts to implement a work-around, in which case the affected Party will be excused from further performance of the affected obligations as long as the Force Majeure Event continues. The affected Party will continue to use Commercially Reasonable Efforts to perform to the extent possible and will comply with any applicable disaster recovery obligations. The affected Party will notify the other Party promptly when the Force Majeure Event has abated. If a Force Majeure Event prevents performance of the Services under an Agreement or Project for more than thirty consecutive days, then Tesla may terminate the Agreement or Project as of a date specified by Tesla in a written notice of termination to Supplier, in which case Tesla will pay the Charges for all Services actually performed, but will not be liable for payment of any early termination charges or demobilization costs for the terminated Services.

### **13. DISPUTE RESOLUTION**

**13.1 Informal Dispute Resolution.** In the event any disputes, differences or controversies arise between the Parties, out of or in relation to or in connection with the provisions of this MSA or any Agreement, the Parties shall thoroughly explore all possibilities for an amicable settlement.

#### **13.2 Jurisdiction and Venue.**

(a) Any dispute arising out of or relating to an Agreement that is not resolved through negotiation will be settled exclusively by final and binding arbitration conducted in accordance with the then-current Commercial Arbitration Rules of the Judicial Arbitration and Mediation Services/Endispute (“*JAMS*”). The existence, content and result of the arbitration shall be held in confidence by the Parties, their representatives, any other participants, and the arbitrator. The arbitration will be conducted by a single arbitrator selected by agreement of the Parties or, failing such agreement, appointed in accordance with the JAMS rules. The arbitrator shall be experienced in agreements for services similar to the Services. Any demand for arbitration and any counterclaim will specify in reasonable detail the facts and legal grounds forming the basis for the claimant’s request for relief and will include a statement of the total amount of damages claimed, if any, and any other remedy sought by the claimant. The arbitration will be conducted in the English language in Palo Alto, California. Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in their discretion, award reasonable costs and fees to the prevailing Party. The arbitrator will have full power and authority to determine issues of arbitrability and to interpret or construe the applicable provisions of the Agreement and to fashion appropriate remedies for breaches thereof (including interim or permanent injunctive relief); provided that the arbitrator will not have any right or authority: (i) in excess of the authority of a court having jurisdiction over the Parties and the dispute would have absent this arbitration agreement; (ii) to award damages in excess of the types and limitation of damages found in the Agreement; or (iii) to modify the terms of the Agreement. The award of the arbitrator will be issued within thirty (30) days of the completion of the hearing, shall be in writing, and shall state the reasoning on which the award is based. Judgment upon the award rendered in the arbitration may be entered in any court of competent jurisdiction. Each Party will have the right to apply at any time to a judicial authority for appropriate injunctive relief (or other interim or conservatory measures), and by doing so will not be deemed to have breached its agreement to arbitrate or to have impaired the powers reserved to the arbitrator.

(b) Subject to Section 13.2(a), for any litigation arising out of or relating to this MSA or an Agreement, regardless of the form of action or the Party that initiates it, the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of and venue in the United States District Court for the Northern District of California or, if that court does not have jurisdiction, the Superior Court of the State of California, County of Santa Clara. The Parties irrevocably and unconditionally waive any objection to the laying of venue in such courts. The Parties further consent to the jurisdiction of any state or federal court with subject matter jurisdiction located within a district that encompasses assets of a Party against whom a judgment (or award) has been rendered for the enforcement of the judgment (or award) against the assets of such Party.

### **14. MISCELLANEOUS**

**14.1 Waiver.** No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by an authorized representative of the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy that Party may have.

**14.2 Remedies Cumulative.** All remedies provided in the Agreement are cumulative and in addition to and not in lieu of any other remedies available to a Party under the Agreement, at law, or in equity.

**14.3 Assignment.** Supplier may not assign, transfer or otherwise convey or delegate any of its rights or duties under the Agreement to any other Party (except to the successor in a merger or acquisition of Supplier) without the prior written consent of Tesla, and any attempt to do so will be void. The Agreement shall be binding upon the respective successors and permitted assigns of the Parties.

**14.4 Governing Law.** This MSA and each Agreement will be interpreted and construed in accordance with the substantive laws of California and the United States generally applicable therein, without regard to any provisions of its choice of law rules that would result in a different outcome.

**14.5 Audits and Records.** During business hours and upon reasonable advance notice, Tesla and its agents may inspect, examine and audit the records and data of Supplier (and its subcontractors) that pertain to the Services to verify (a) the accuracy of Supplier’s invoices, and (b) Supplier’s compliance with the Agreement. In support of the

foregoing right, Supplier will keep and maintain (i) financial records relating to the Agreement in accordance with generally accepted accounting principles, (ii) records substantiating Supplier's invoices, (iii) records pertaining to Supplier's compliance with the Agreement, and (iv) such other operational records pertaining to performance of the Services as Supplier keeps in the ordinary course of its business. Supplier will retain such records for the longer of three (3) years after the Term ends or as required by applicable Laws. Supplier will make such records available to Tesla and its auditors for examination and copying upon request.

**14.6 Notices.** All formal notices, requests, demands, approvals and communications under this MSA and each Agreement (other than routine operational communications) (collectively, "*Notices*") will be in writing and may be served either (i) in person or (ii) by registered or certified mail with proof of delivery, addressed to the Party at the addresses set forth below. Notices given as described in the preceding sentence will be considered received on the day of actual delivery. A Party may change its address or designee for notification purposes by giving the other Party prior written notice of the new address or designee in the manner provided above. The Parties may mutually agree that certain types of routine approvals and notices of a non-legal nature may be given by electronic mail.

<p>In the case of Tesla:          Tesla, Inc.          3500 Deer Creek Road, Palo Alto, CA 94304          Attn: _____</p>	<p>With a copy to:          Tesla, Inc.          3500 Deer Creek Road, Palo Alto, CA 94304          Attn: Legal Department</p>
<p>In the case of Supplier:          RARA Trucking, Inc.          653 N. 21st. ST, San Jose, CA. 95112          _____          Attn: Raul Rivas</p>	<p>(Note: If no information is listed here for Supplier, notices shall be sent to the attention of the Supplier representative who signs this MSA.)</p>

**14.7 Interpretation.** Section references are to sections of the document in which the reference is contained and will be deemed to refer to and include all subsections of the referenced section. The section headings in this MSA are for reference purposes only and may not be construed to modify or restrict any of the terms of the Agreement. This MSA and each Agreement will be deemed to have been written by both Parties. This MSA is written in the English language, and the English text of this MSA and of each Agreement shall prevail over any translation hereof. Unless the context requires otherwise, (i) "including" (and any of its derivative forms) means including but not limited to, (ii) "may" means has the right, but not the obligation to do something and "may not" means does not have the right to do something, and (iii) "will" and "shall" are expressions of command, not merely expressions of future intent or expectation.

**14.8 Order of Precedence.** In the event of a conflict between or among the documents comprising an Agreement, the following order of precedence will apply (documents listed in descending order of priority): this MSA; NDA; the Approved Work Order; and other schedules. Notwithstanding the foregoing, an Approved Work Order may amend or override this MSA if and to the extent that the Approved Work Order specifically identifies the affected provision(s) of the MSA and expressly states that the Parties intend to amend or override such provision(s) for purposes of that Agreement.

**14.9 Severability.** If any provision of an Agreement Document is held invalid by a court with jurisdiction over the Parties, such provision will be severed and the remainder of the Agreement Documents will remain in full force and effect.

**14.10 Third Party Beneficiaries.** This MSA and each Agreement is entered into solely between Supplier and Tesla and/or its Affiliate and, except for the Parties' indemnification obligations under Section 11 (Indemnification) and the Service Recipients, will not be deemed to create any rights in, or any obligations to, any third parties.

**14.11 Survival.** Any provision of the Agreement that contemplates or governs performance or observance subsequent to termination or expiration thereof will survive the expiration or termination thereof for any reason, including the following Sections: 6 (Confidentiality), 7 (Intellectual Property Rights), 9 (Representations and Warranties of Supplier), 11 (Indemnification), 12 (Liability), and 14.5 (Audits and Records).

**14.12 Entire Agreement.** The Agreement, including all Agreement Documents, constitutes the entire agreement between the Parties with respect to its subject matter and merges, integrates and supersedes all prior and contemporaneous agreements and understandings between the Parties, whether written or oral, concerning its subject matter. Any terms and conditions on any order or written notification from either Party that purport to vary or

supplement the Agreement shall not be effective or binding on the other Party. This MSA and any Agreement may be amended or modified solely in a writing signed by a duly authorized representative of each Party.

**14.13 Defined Terms.** Terms used in this MSA or in an Agreement with initial capitalization have the meanings specified where used or in this Section 14.13.

- (a) **“Affiliate”** means with respect to an entity, any other entity or person controlling, controlled by, or under common control with, such entity. For purposes of this definition, “control” means possessing, directly or indirectly, the power to direct or cause the direction of the management, policies or operations of an entity, whether through ownership of voting securities, by contract or otherwise.
- (b) **“Agreement Documents”** means this MSA, the applicable Approved Work Order and Purchase Order, documents referenced in any of the foregoing, and any other additional written agreements which pertain to the Services and are signed by authorized representatives of both Parties.
- (c) **“Anti-Bribery Laws”** means the United States Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010, the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (in each case, as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any government official or any other person.
- (d) **“Change”** means any material change to the scope of, Charges for, or other contractual commitments of a Party with respect to, the Services being provided by Supplier.
- (e) **“Change Order”** means a mutually agreed Change to the scope, timing, manner or cost of performing the Services pursuant to an Agreement. A change order may not modify the terms of this MSA.
- (f) **“Claim”** means any demand, or any civil, criminal, administrative or investigative claim, action or proceeding (include arbitration) asserted, commenced or threatened against an entity or person by an unaffiliated third party. For the purposes of this definition, an employee of either Party is considered an unaffiliated third party.
- (g) **“Commercially Reasonable Efforts”** means taking all such steps and performing in such a manner as a well managed company would undertake where it was acting in a determined, prudent and reasonable manner to achieve a particular desired result for its own benefit.
- (h) **“Deliverable”** means any work product identified as a ‘Deliverable’ in writing by the Parties.
- (i) **“Effective Date”** has the meaning given in the Agreement.
- (j) **“Intellectual Property Rights”** means all (i) patents, patent applications, patent disclosures and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names, and registrations and applications for the registration for any of them, together with all goodwill associated with any of them, (iii) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration, (iv) trade secrets, know-how and other confidential information, (v) waivable or assignable rights of publicity, waivable or assignable moral rights, (vi) unregistered and registered design rights and any applications for registration, and (vii) database rights and all other forms of intellectual property, such as data.
- (k) **“Law(s)”** means any statute, regulation, ordinance, rule, order, decree or governmental requirement enacted, promulgated or imposed by any governmental authority at any level (e.g. municipal, county, province, state or national). For clarity, “Law(s)” includes all Anti-Bribery Laws.
- (l) **“Malware”** means program code or programming instruction(s) or set(s) of instructions intentionally designed to disrupt, disable, harm, interfere with or otherwise adversely affect computer programs, data files or operations, or other code typically described as a virus, Trojan horse, worm, back door or other type of harmful code.
- (m) **“Open Source Code”** means software that requires as a condition of its use, modification or distribution, that it be disclosed or distributed in source code form or made available at no charge, including, without limitation, software licensed under the GNU General Public License (GPL) or the GNU Lesser/Library GPL.
- (n) **“Party”** means either Tesla or Supplier, as required by the context.
- (o) **“Productive Hour”** means an hour of productive work by Supplier Personnel in performing Services (excluding breaks, travel time, idle time, sick time, vacation, etc.). Time spent on the following activities does not constitute Productive Hours and will not be billed to Tesla: (i) travel time to and from the work site for the performance

of the Services, unless expressly authorized by Tesla in writing; (ii) vacation time, holidays, sick leave and other forms of personal leave; (iii) time spent on Supplier administrative matters; (iv) time spent on marketing and sales activities, including preparation of proposals to Tesla; (v) time spent on negotiation of Agreement Documents; and (vi) time spent attending courses, seminars and Supplier meetings not related to the Services.

(p) **“Project”** means a group of related functions or activities that spans multiple days, weeks, or months and builds cumulatively toward the achievement of defined target outcomes or objectives. A Project typically has multiple phases or life-cycle stages and involves written project plans with defined interim milestones and deliverables to measure progress toward the achievement of its target outcomes or objectives. The Services provided for each Tesla Facility will be deemed a separate Project for purposes of the Agreement.

(q) **“Service Level”** means a standard of performance with respect to the Services.

(r) **“Service Level Credit”** means a monetary credit potentially payable to Tesla in respect of a Service Level Default.

(s) **“Service Level Default”** means a failure of Supplier to meet a Service Level during the applicable measurement period, provided that the failure is not excused pursuant to Sections 5.2 (Savings Clause) or 12.2 (Force Majeure). Service Level Credits will not be construed as a penalty or as liquidated damages for a Service Level Default and, accordingly, they will not be deemed to constitute Tesla’s remedy, exclusive or otherwise, for any damages caused by a Service Level Default. Supplier irrevocably waives any claim or defense that Service Level Credits are not enforceable or that they constitute a sole and exclusive remedy of Tesla with respect to a Service Level Default.

(t) **“Service-Related Taxes”** means, for each Project, transactional taxes in respect of the Services that Supplier is legally responsible to collect and remit to the applicable taxing authorities and for which Tesla is responsible for paying or reimbursing Supplier, and does not include any taxes that are assessed on any goods or services used or consumed by Supplier (or its Subcontractors) in providing the Services where the tax is imposed on Supplier’s (or its Subcontractor’s) acquisition or use of the goods or services in its provision of the Services.

(u) **“Supplier Personnel”** means any personnel furnished by Supplier to perform any part of the Services, including employees and independent contractors of Supplier, its Affiliates and subcontractors.

(v) **“Tesla Data”** means all data and information regarding Tesla, its customers and suppliers that is either: (i) furnished, disclosed or otherwise made available to Supplier Personnel, directly or indirectly, by or on behalf of Tesla pursuant to an Agreement; or (ii) collected or created by Supplier Personnel on behalf of Tesla in the course of performing the Services. Tesla Data will be deemed to be Confidential Information that is subject to the NDA.

(w) **“Tesla Facility”** means, collectively, the Tesla facility or real property at which Supplier will perform Services and the reasonable office space, furniture, fixtures, equipment, hardware, software, telephones, office supplies, and other facility resources to be provided or made available by Tesla to Supplier Personnel who are assigned by Supplier to work on Tesla premises by mutual agreement of the Parties, as evidenced in the applicable Agreement.

(x) **“Use”** means the right to use, execute, display, copy, perform, distribute copies of, maintain, modify, enhance, and create derivative works of software or other copyrighted or copyrightable works.

(y) **“Work Order”** means the form of document that will be used to authorize Supplier to perform Services by mutual agreement of the Parties. When duly executed by the authorized representatives of both Parties, a Work Order becomes an **“Approved Work Order.”**

Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this MSA as of the date signed below by Tesla.

Tesla, Inc.	
By: _____	Digitally signed by cferrigno@tesla.com
Printed <i>Carroll Ferrigno</i>	DN: cn=cferrigno@tesla.com
Title: _____	Date: 2017.08.02 07:42:31 -07'00'
Date: _____	

Supplier	
By: <i>Raul A. Rivas</i>	_____
Printed: Raul Rivas	_____
Title: President	_____
Date: July 28, 2017	_____
Company: RARA Trucking, Inc.	_____
Address: 210 Umbarger Rd. San Jose, CA 95111	_____

SCHEDULE A

APPROVED WORK ORDER NO. \_\_ FOR SERVICES

1. Introduction. This Work Order ("Work Order") is issued under and pursuant to the Master Services Agreement by and between Tesla, Inc. ("Tesla") and Supplier. Capitalized terms used but not defined in this Work Order will have the meanings given them in the MSA. The Term of this Work Order shall be from \_\_\_\_\_ [date] (the "Effective Date") through \_\_\_\_\_ [date].

2. Services and Performance Measurement.

(a) With reference to Section 1 (Services) of the MSA, Supplier will perform the following Services pursuant to this Work Order [describe services, any required resources, any Deliverables, and any deadlines or milestones]: \_\_\_\_\_

Transportation - Trucking Services

(b) With reference to Section 2.4 (Performance Criteria) of the MSA, Supplier will perform the Services in accordance with the following Service Levels (if any), and Supplier will credit or pay Tesla the corresponding Service Level Credit for each Service Level Default [define metrics applicable to services and list any credits payable for failure to achieve each metric]: \_\_\_\_\_

3. Acceptance Tests. With reference to Section 2.5 (Acceptance Tests) of the MSA, the Services must pass the following acceptance tests (if any): \_\_\_\_\_

4. Charges. With reference to Section 4 (Charges) of the MSA, Tesla will pay Supplier for performance of the Services under this Work Order as follows (e.g., fixed price, time and materials, and any deadlines or milestones): \_\_\_\_\_

See attachment

5. Additional Services. Tesla may request additional services after the Effective Date. Unless otherwise agreed by the Parties in writing, the fees for such services will be calculated by multiplying the Productive Hours by the applicable agreed billing rates set forth in the Supplier Rate Card. [Supplier to provide resource rate card].

6. Facilities. With reference to Section 2.2 (Manner of Performance) of the MSA and if applicable, Supplier will perform the Services under this Work Order at or from the following facilities: Tesla - Fremont Facilities

7. Key Supplier Positions. With reference to Section 3.2 (Key Supplier Positions) of the MSA, the Key Supplier Positions for purposes of this Work Order, if any, are: \_\_\_\_\_

8. Service-Specific Terms. Annex I (Additional Service Terms) hereto set forth additional terms and conditions which may apply for purposes of this Work Order, if and to the extent applicable to the Services to be performed hereunder.

Intending to be legally bound, each of the undersigned parties has caused its duly authorized representative to execute this Approved Work Order as of the date last entered below.

Tesla Entity: \_\_\_\_\_  
By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Supplier  
By: Raul A. Rivas  
Printed: Raul Rivas  
Title: President  
Date: July 28, 2017  
Company: RARA Trucking, Inc.  
Address: 210 Umbarger Rd. San Jose, CA 95111



## ANNEX 1 – ADDITIONAL SERVICE TERMS

This Annex 1 sets forth additional terms that are incorporated by reference into the Agreement, if and to the extent applicable to Supplier's performance of, and/or Tesla's purchase of, the Services described therein.

1. **Consulting Services.** With reference to Sections 6.1 (Confidentiality) and 7.3 (Supplier Material) of the MSA, no information (such as specifications, drawings, sketches, models, samples, tools, computer or other apparatus programs, technical or business information or data, written, oral or otherwise) furnished by Supplier to Tesla under the Agreement shall be considered to be confidential or proprietary to Supplier; provided, however, that the foregoing shall not apply with respect to any third party IT or Network Security OEM product or related service specification or product sample that is, prior to disclosure to Tesla, (a) approved in advance and in writing by Tesla's IT Department, and (b) provided to Tesla's IT Department and expressly identified by Supplier as such.

2. **Facilities Services.**

2.1 **Responsibility for Supplying Certain Resources.** With reference to Section 2.3 of the MSA and except as otherwise expressly provided in the Agreement, Supplier will be responsible at its expense for: (a) connecting to utility services at the Tesla Facility as required for the Services, which may include provision of required wiring, piping, valves, bus plugs, transformers, meters, disconnect switches, temporary feeders, power and lighting outlets, and other connections, and disconnecting from such utility services after completing the Services; and (b) providing and maintaining all temporary facilities and utilities required for the Services and, subject to Section 2.2(b) of this Annex 1 with respect to improvements, removing such facilities and utilities after completing the Services, including (i) temporary construction roads and ramps, (ii) main ladders and runways, (iii) temporary light and power (e.g., via portable generator), (iv) weather and heat protection for all such equipment and work areas (e.g., temporary walls, partitions, or protective coverings), and (v) temporary heating equipment, including fuel. Any power and lighting system must produce 120-volt power, have at least two weatherproof sockets (one for 150-watt lamp and one for 150-watt power extension or additional lamp), produce adequate light, and be installed so as not to interfere with operations of the Tesla Facility. Any temporary welder power hookups must conform to the requirements of the National Electric Code, Articles 305 and 364-6.

2.2 **Access to and Use of Tesla Facilities.**

(a) Subject to Supplier's obligations herein and to any applicable legal restrictions, Tesla will manage and maintain the following at the Tesla Facility, as applicable: building and property electrical systems, water, sewer, lights, heating, ventilation and air conditioning ("*HVAC*") systems, physical security services and general custodial/ landscape services (including monitoring and maintaining the uninterruptible power supply ("*UPS*") system). Supplier shall be responsible for providing all other facilities and support required for the Services.

(b) Supplier will use the Tesla Facilities in an efficient manner and for the sole purpose of providing the Services. Supplier will permit Tesla and its agents and representatives to enter into those portions of Tesla premises that are occupied by Supplier Personnel at any time, and to inspect any and all equipment and materials such as construction job boxes, storage containers and trucks. Supplier shall not use hazardous materials at the Tesla Facility except as required for performance of the Services expressly described in the Agreement and in compliance with applicable Laws. Supplier will be responsible for any damage to the Tesla Facilities caused by Supplier Personnel (including damage to any and all utility lines). Supplier shall not make improvements or changes involving structural, mechanical, or electrical alterations to the Tesla Facility without Tesla's prior written consent, which Tesla may withhold in its sole discretion. At Tesla's option, any improvements to the Tesla Facility shall become the property of Tesla and Seller shall execute such documentation as Tesla reasonably requires to perfect Tesla's ownership thereof. If Tesla does not elect to take title thereto Supplier shall remove the same at the end of the use of the Tesla Facility and shall repair any damage caused by such installation and removal. Supplier has made itself familiar with the Tesla Facility and assumes all risks and hazards encountered in accessing and using such Tesla Facility. Except as expressly set forth in the Agreement, Supplier hereby releases Tesla of all liability related to accessing and using the Tesla Facility.

(c) As a continuing condition of Supplier's use of and access to the Tesla Facility, Supplier shall ensure that no third party obtains any lien or other right in the Tesla Facility and hereby waives and relinquishes, and agrees to obtain from any third parties who might claim any such lien (including without limitation mechanic's liens) or right a written waiver and relinquishment of all rights, if any, to any lien, right, or remedy with respect to the Tesla Facility. The provisions of this Section 2.2(c) are a bargained-for consideration essential to the Agreement.

2.3 **Insurance.** Supplier shall obtain and maintain at its own cost and expense (and cause each subcontractor to maintain) policies for the following insurance coverages in accordance with Section 10.1 of the MSA, if and to the

extent applicable to the Services: (a) if the Services include remediation of or exposure to hazardous materials (e.g., asbestos-containing materials, contaminated soil, etc.), contractor's pollution liability with minimum coverage of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury, personal injury and property damage; and (b) if the Services involve use of a helicopter or other aircraft, aviation liability insurance with minimum coverage of at least Five Million Dollars (\$5,000,000) per occurrence.

### **3. Information Technology Services.**

**3.1 Access to Tesla Systems and Facilities.** With reference to Section 5.3 of the MSA, each employee, agent or Subcontractor of Supplier having access to Tesla Systems shall: (a) be assigned a separate User ID by Supplier and only use that ID when logging on to the Systems; (b) log off the Systems immediately upon completion of each session of service; (c) not allow unauthorized individuals to access the Systems; (d) keep strictly confidential the User ID and password and all other information that enables such access; (e) not reuse a compromised password (e.g., a password that has become known to anyone else at any time, including in an emergency); (f) only utilize such access to the Systems to perform his or her obligations to Tesla; (g) comply with Tesla's encryption requirements or other service policies instituted by Tesla from time to time; (h) not perform any unauthorized exploring or mining of the Systems; and (i) only have access to the portion of the Systems necessary to perform Supplier's obligations.

**3.2 Supplier Audits.** Supplier will conduct its own Audits pertaining to the Services consistent with the audit practices of well managed companies that perform services similar to the Services. If applicable, Supplier will perform a security Audit at least annually and will cause a SSAE 16 SOC 1 Type II audit (or equivalent audit) ("*SSAE 16 Audit*") to be conducted annually for each shared services facility at or from which Services are provided. The SSAE 16 Audit will be conducted in accordance with Tesla's control requirements as communicated by Tesla. Supplier will permit Tesla to participate in the planning of each SSAE 16 Audit, will confer with Tesla as to the scope and timing of the Audit and will accommodate Tesla requirements and concerns to the extent practicable. Each SSAE 16 Audit will be scheduled so as to facilitate annual compliance reporting by Tesla and the Service Recipients under the Sarbanes-Oxley Act of 2002 and any regulations promulgated under it. Supplier will provide Tesla and its independent Auditors with a summary of the SSAE 16 Audit Findings as soon as reasonably possible, and in any event within thirty (30) days after completion of the Audit report. To the extent the resulting Audit report reveals an actual or potential adverse effect on Tesla and/or the Service Recipients, Supplier will correct any errors or problems identified in the Audit report as soon as reasonably possible.

### **3.3 Deliverables and Related Documentation.**

(a) Supplier warrants that each Deliverable will not, from the time of delivery to Tesla through the period ending one year after Tesla's final acceptance of the Deliverable, deviate in any material respect from the specifications for such Deliverable set forth or referred to in the applicable Agreement. If the Deliverable is or becomes part of a System or environment for which Supplier has ongoing maintenance and support responsibility, Supplier's maintenance and support obligations for such System or environment will include providing maintenance and support for the Deliverable. If Tesla notifies Supplier of a breach of this warranty, Supplier will promptly correct and redeliver the affected Deliverable at no additional charge to Tesla within a reasonable period of time, and in any event in accordance with any applicable time period specified in the applicable Agreement.

(b) Supplier warrants that any Software or system documentation developed for Tesla by or on behalf of Supplier will (i) accurately and with reasonable comprehensiveness describe the operation, functionality and use of the Software or system, and (ii) accurately describe in terms understandable to a typical system user the functions and features of the Software or system and the procedures for exercising such functions and features. If Tesla notifies Supplier of a breach of this warranty within the applicable warranty period, Supplier will correct and redeliver the affected documentation at no additional charge to Tesla within a reasonable period of time, and in any event within thirty (30) days after receiving Tesla's notice.

(c) Supplier warrants that any Deliverables and other components of the Services that are intended to interact or otherwise work together as part of a functioning system as indicated in their specifications or the applicable Agreement under which they are to be produced, will be compatible and will properly inter-operate and work together as components of an integrated system.



# Proposed Customer List

San Jose, January 26, 2024

## Vehicles & Equipment

City of Lathrop – Parks and Recreation Dpt.  
Attn. Melissa Stathakopoulos  
Manager

Dear Melissa,

We are hereby submitting the documents and information requested to apply for a license as Industrial Hauler of Solid Waste.

### CUSTOMER LIST

**Tesla**

700 D'Arcy Pkwy. Lathrop, CA 95330

18250 Murphy Pkwy., Lathrop, CA 95330

### TRUCK LIST

Year	Make	Model	VIN	Plate
2011	KW	TRACTOR	1XKDDP9X5BJ290591	9E16376
2011	VOLV	TRACTOR	4V4NC9EH8BN297934	9F80095
2011	KW	TRACTOR	2XKBD59X4BM290621	9G17768
2012	FRHT	TRACTOR	1FUJGEDV0CSBU7281	9E75204
2013	FRHT	TRACTOR	1FUJGLDR2DSBT2791	9F07599
2013	MACK	TRACTOR	1M1AW08Y3DM005348	73786R2
2013	VOLV	TRACTOR	4V4NC9EH8DN149012	9F80078
2012	VOLV	TRACTOR	4V4NC9EJ1CN538821	9E84753
2012	PTRB	TRACTOR	1XPHD49X0CD151981	9E66006

For any questions or additional information, please contact us to any of the following numbers:

Wendy Rivas – CFO – Phone: 669-233-6490

Susana Rivas – Office Manager – Phone: 669-233-6489

Thank you,

Raul A Rivas

COLONIAL SURETY COMPANY

Duncannon, Pennsylvania

Administrative Office: 123 Tice Blvd., Suite 250, Woodcliff Lake, New Jersey 07677

GENERAL POWER OF ATTORNEY

Know all Men by These Presents, That COLONIAL SURETY COMPANY, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania and having an administrative office in Woodcliff Lake, Bergen County, NJ does by these presents make, constitute and appoint

Wayne Nunziata or Michael Bonfante of Woodcliff Lake and the State of New Jersey its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver.

Any and All Bonds

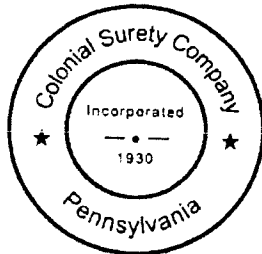
and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of the Colonial Surety Company at a meeting held on the 25th day of July, 1950.

Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed.

In Witness Whereof, Colonial Surety Company has caused these presents to be signed by its President and its corporate seal to be hereto affixed the 30th day of March, A.D., 2023.

State of New Jersey }
County of Bergen } SS.



COLONIAL SURETY COMPANY

By [Signature] Wayne Nunziata, President

On this 30th day of March, in the year 2023, before me Theresa La Monica, a notary public, personally appeared Wayne Nunziata, personally known to me to be the person who executed the within instrument as President, on behalf of the corporation therein named and acknowledged to me that the corporation executed it.



THERESA LA MONICA
A Notary Public of New Jersey
My Commission Expires September 9, 2025

[Signature] Theresa La Monica

Theresa La Monica Notary Public

I, the undersigned President of Colonial Surety Company, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in force and effect.

GIVEN under my hand and the seal of said Company, at Woodcliff Lake, New Jersey this 26th day of January, 2024.

Original printed with Blue and/or Black ink. For verification of the authenticity of this Power of Attorney you may call (201) 573-3788 and ask for the Power of Attorney clerk. Please refer to the above named individual(s) and details of the bond to which the power is attached.

[Signature]

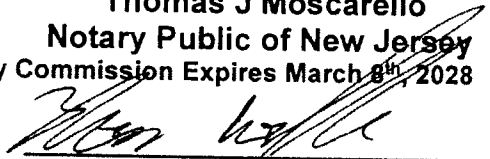
Wayne Nunziata, President

**State of New Jersey**

**County of Bergen**

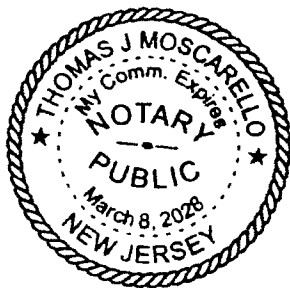
On this 26<sup>th</sup> day of January, 2024 before me, Thomas J Moscarello, a Notary Public, personally came Michael Bonfante, known to me to be the Attorney-in-Fact of Colonial Surety Company, the corporation described in the within instrument, and I acknowledge that he executed the within instrument as the act of said Colonial Surety Company in accordance with authority duly conferred upon him by said Company.

**Thomas J Moscarello**  
**Notary Public of New Jersey**  
My Commission Expires March 8<sup>th</sup>, 2028



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Thomas Moscarello, Notary Public



**Colonial Surety Company**  
**Duncannon, Pennsylvania**  
 -Inc 1930-

**Balance Sheet as at December 31, 2022**

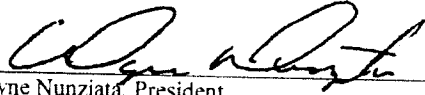
<b>Cash &amp; Invested Assets:</b>		<b>Liabilities:</b>	
Cash	\$9,057,792	Outstanding Losses & Loss Expenses	\$4,119,774
Cash Equivalents	3,519,458	Unearned Premiums	18,018,052
Common Stocks*	9,757,005	Funds Held	5,412,876
Bonds*	49,594,003	Reinsurance Payable	9,118,420
Receivables for Securities	100,000	Accrued Expenses	609,482
<b>Total Cash &amp; Invested Assets</b>	<b>\$72,028,258</b>	Income Taxes Payable	2,146,546
		Payable to Parents, Subs & Affiliates	2,314,262
		Miscellaneous Liabilities	11,364
		<b>Total Liabilities</b>	<b>\$41,750,776</b>
<b>Other Assets:</b>		<b>Capital &amp; Surplus:</b>	
Accrued Investment Income	\$493,741	Common Capital Stock	\$ 4,000,000
Premiums Receivable	20,448,949	Additional Paid in Capital	1,000,000
Funds Held – Collateral	5,406,668	Unassigned Surplus	57,754,325
Reinsurance Recoverable	5,295,919	<b>Total Capital &amp; Surplus</b>	<b>\$62,754,325</b>
Net Deferred Tax Assets	830,542		
Other Assets	1,024		
<b>Total Admitted Assets</b>	<b>\$104,505,101</b>	<b>Total Liabilities, Capital &amp; Surplus</b>	<b>\$104,505,101</b>

\*Bonds and stocks are valued on basis approved by National Association of Insurance Commissioners.


STATE OF NEW JERSEY }  
 } ss.:  
 COUNTY OF BERGEN }

I, Wayne Nunziata, President of Colonial Surety Company, do hereby certify that the foregoing is a full, true and correct copy of the Financial Statement of said Company, as of December 31, 2022.

IN WITNESS WHEREOF, I have signed this statement at Woodcliff Lake, New Jersey, this 7th day of April, 2023.

  
 \_\_\_\_\_  
 Wayne Nunziata, President



  
 Theresa La Monica, Notary Public

**THERESA LA MONICA**  
 A Notary Public of New Jersey  
 My Commission Expires September 9, 2025

**COLONIAL SURETY COMPANY**

- Inc 1930 -

123 Tice Boulevard, Suite 250  
Woodcliff Lake, NJ 07677  
201-573-8788

BOND NUMBER: CSC-118801

**LICENSE/PERMIT BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we,

RARA Trucking Inc, San Jose, CA

(hereinafter called the Principal) as Principal, and COLONIAL SURETY COMPANY, a corporation with principal offices at Woodcliff Lake, New Jersey (hereinafter called the Surety) as Surety, are held and firmly bound unto

City of Lathrop, Lathrop, CA

(hereinafter called the Obligee), in the penal sum of

Twenty Five Thousand Dollars and No Cents (\$25,000).

for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this 26th day of January, 2024.

WHEREAS, the said Principal has made or is about to make application to said Obligee for [a license as] or [a permit to] **Recycling/Trash Hauler**

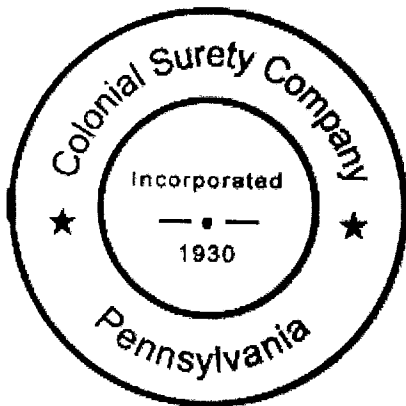
for a term beginning on January 26th, 2024 and ending on January 26th, 2025.

NOW THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

1. This bond shall remain in full force during the term of said license or permit unless cancelled in accordance with paragraph 2 below; but if said license or permit was issued for a term of one year or any other specific term, and said license or permit is renewed for one or more specific terms, this bond shall be and is hereby extended to cover during such additional term or terms. In no event, however, shall the liability of the Surety be cumulative from year to year or from period to period, nor exceed the penal sum written in the first paragraph of this bond.

2. This bond may be terminated or cancelled by Surety by giving **30** days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect liability incurred or accrued under this bond to the effective date of such termination or cancellation.



By [Signature] (Seal)  
RARA Trucking Inc, Principal

COLONIAL SURETY COMPANY

By [Signature] (Seal)

Wayne Nunziata, President

Form M300-110 (Rev 9/89)

Original printed with Blue and/or Black ink.

For verification of the authenticity of this Bond/Policy you may call (201) 573-8788.

**COLONIAL SURETY COMPANY**

- Inc 1930 -

123 Tice Boulevard, Suite 250  
Woodcliff Lake, NJ 07677  
201-573-8788

BOND NUMBER: **CSC-118801**

**LICENSE/PERMIT BOND**

KNOW ALL PERSONS BY THESE PRESENTS that we,

**RARA Trucking Inc. San Jose, CA**

(hereinafter called the Principal) as Principal, and COLONIAL SURETY COMPANY, a corporation with principal offices at Woodcliff Lake, New Jersey (hereinafter called the Surety) as Surety, are held and firmly bound unto

**City of Lathrop, Lathrop, CA**

(hereinafter called the Obligee), in the penal sum of

**Twenty Five Thousand Dollars and No Cents (\$25,000).**

for the payment of which well and truly to be made we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and sealed this **26th day of January, 2024.**

WHEREAS, the said Principal has made or is about to make application to said Obligee for [a license as] or [a permit to] **Recycling/Trash Hauler**

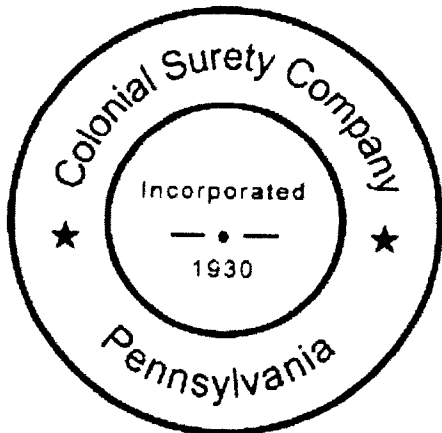
for a term beginning on **January 26th, 2024** and ending on **January 26th, 2025.**


NOW THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of the failure of said Principal to comply with the laws or ordinances under which such license or permit is granted, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to be and remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:


1. This bond shall remain in full force during the term of said license or permit unless cancelled in accordance with paragraph 2 below; but if said license or permit was issued for a term of one year or any other specific term, and said license or permit is renewed for one or more specific terms, this bond shall be and is hereby extended to cover during such additional term or terms. In no event, however, shall the liability of the Surety be cumulative from year to year or from period to period, nor exceed the penal sum written in the first paragraph of this bond.

2. This bond may be terminated or cancelled by Surety by giving **30** days prior notice in writing from Surety to Principal and said Obligee, such notice to be given by certified mail. Such termination or cancellation shall not affect liability incurred or accrued under this bond to the effective date of such termination or cancellation.



By  (Seal)  
RARA Trucking Inc, Principal

COLONIAL SURETY COMPANY

By  (Seal)  
Michael Bonfante, Attorney-In-Fact

Form M300-110 (Rev 9/89)

Original printed with Blue and/or Black ink.

For verification of the authenticity of this Bond/Policy you may call (201) 573-8788.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/17/2024

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

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

<b>PRODUCER</b> AMERICAN ARROW INSURANCE SVCS, INC. 6550 VAN BUREN ROAD STE. B RIVERSIDE, CA 92503 LICENSE#0L95341	<b>CONTACT NAME:</b> SERGIO RUELAS <b>PHONE (A/C, No, Ext):</b> 855-832-1092 <b>FAX (A/C, No):</b> 909-354-3628 <b>E-MAIL ADDRESS:</b> sruelas@americanarrowins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> RARA TRUCKING, INC. P.O. BOX 7353 SAN JOSE, CA 95150	<b>INSURER A :</b> PENNSYLVANIA MANUFACTURERS <b>NAIC #</b> 12262	
	<b>INSURER B :</b> AMERICAN SUMMIT INSURANCE CO      19623	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		302401-0473975Y	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		ASCA0010000528-01	3/19/2023	3/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<input type="checkbox"/> <b>MOTOR TRUCK CARGO</b> <input type="checkbox"/> <b>TRAILER INTERCHANGE</b>			812301-0473975Y 812301-0473975Y	11/13/2023 11/13/2023	11/13/2024 11/13/2024	\$100,000 LIMIT / \$1,000 DEDUCTIBLE \$30,000 LIMIT / \$1,000 DEDUCTIBLE CONTAINERS & DRY FREIGHT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CITY OF LATHROP ITS OFFICES AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED. ENDORSEMENT TO FOLLOW BY COMPANY.

<b>CERTIFICATE HOLDER</b> CITY OF LATHROP 390 Towne Centre Drive Lathrop, CA 95330	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**THIS ENDORSEMENT CHANGES THE POLICY – PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED - EXCESS**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

Name of person or organization:

**THE CITY OF LATHROP ITS OFFICERS AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED.  
390 Towne Centre Drive  
Lathrop, CA 95330**

With respect to SECTION II – LIABILITY COVERAGE only, Who is An Insured (Section II(A)(1)) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above.

The insurance provided hereby to the Additional Insured(s) is limited as follows:

1. The coverage afforded hereby is excess over any other valid and collectible insurance, whether such other insurance is primary, excess, contingent, or otherwise. Where the Additional Insured has valid and collectible insurance in excess of a self-insured retention, this insurance is excess over the combined limits of such insurance and the self-insured retention. Where the Additional Insured does not have valid and collectible insurance applicable to a claim that would be covered by the policy, the Additional Insured shall have a self-insured retention of the first million dollars of any covered loss and the insurance afforded hereby shall be excess over such self-insured retention.
2. The coverage afforded hereby to such additional insured is limited to imputed liability specifically resulting from the conduct of the Named Insured for which the additional insured was held liable.
3. The limits of insurance applicable to the insurance afforded hereby are those specified in the written agreement or in the Declarations or Schedules of this policy, whichever is less. The limits of insurance applicable to the insurance afforded hereby are not inclusive and not in addition to the limits of insurance shown in the Declarations or Schedules of this policy.
4. Any coverage provided under this endorsement for any additional insured will never be broader than coverage provided to any named insured.

Any other policy terms, conditions, limitations, exclusions, and definitions apply to this endorsement.



Parks and Recreation Department

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

**INDUSTRIAL REFUSE COLLECTION  
LICENSE APPLICATION**

COMPANY NAME: California Materials Inc.  
ADDRESS: 3736 S. Highway 99  
Stockton, CA 95215  
PHONE/FAX 209-477-7422  
EMAIL: michelle@californiamaterials.com

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

- |  |                               |
|--|-------------------------------|
| PROPOSED CUSTOMERS LIST (Names and Addresses):   | CHECK IF ENCLOSED<br><u>✓</u> |
| SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):   | <u>      </u>                 |
| NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):   | <u>✓</u>                      |
| ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - OR- MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application) | <u>✓</u>                      |
| INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.1 for Insurance Requirements):  | <u>✓</u>                      |
| LICENSE FEE ENCLOSED (\$2,500)   | <u>✓</u>                      |
| ADMINISTRATION FEE (\$92)  | <u>✓</u>                      |



**Parks and Recreation Department**

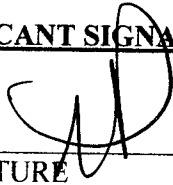
390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

TYPE OF WASTE REMOVAL SERVICE:

Aggregates or Debris

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

**APPLICANT SIGNATURES:**

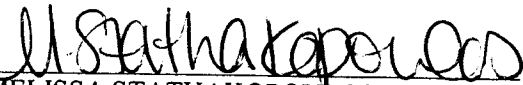
  
SIGNATURE

1/31/2024  
DATE

Michelle Post  
PRINT NAME

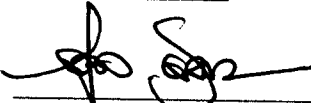
Safety Compliance Manager  
TITLE

**PROCESSED BY:**

  
MELISSA STATHAKOPOULOS  
MANAGER  
PARKS AND RECREATION DEPARTMENT

2.20.24  
DATE

**APPROVED BY:**

  
TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

3.4.24  
DATE

# Proposed Customer List

Customer	Main Phone	Street1	Street2	City	State	Zip
A & B CONSTRUCTION		1350 4TH STREET		BERKELEY	CA	94710
A C DIKE CO		2788 VENTURE DRIVE		LINCOLN	CA	95648
A.J. EXCAVATION INC		514 N BRAWLEY AVE	***EMAIL INVOICES***	FRESNO	CA	93706
A1 ADVANTAGE	916-388-2020	10308 PLACER LANE	***EMAIL INVOICES***	SACRAMENTO	CA	95827
ABSL CONSTRUCTION	510-727-0900	29393 PACIFIC STREET		HAYWARD	CA	94544
ACE BUILDING COMPANY INC.	916-518-1110	1024 IRON POINT ROAD	***EMAIL INVOICES***	FOLSOM	CA	95630
ACTION ASPHALT PAVING & MAINT	916-854-1881	22466 DOVE SPRINGS DRIVE		GRASS VALLEY	CA	95949
AHTNA GOVERNMENT SERVICES CORP	714-824-3470	110 W. 38TH AVE, STE 100H		ANCHORAGE	AK	99503
ALCCON GENERAL ENGINEERING		6060 MORTONO STREET		SACRAMENTO	CA	95828
AMERICAN ENVIRONMENTAL AVIATIO		188 LONG ISLAND AVE	***EMAIL INVOICES***	WYANDANCH	NY	11798
AMERICAN INTEGRATED SERVICE		PO BOX 92316		LONG BEACH	CA	90809
AMERICAN PAVEMENT SYSTEMS		1012 11th STREET #1000		MODESTO	CA	95354
ANDERSON PACIFIC ENGINEERING		1370 NORMAN AVENUE	***EMAIL INVOICES***	SANTA CLARA	CA	95054
ANRAK CORP	916-383-5030	5820 MAYHEW ROAD		SACRAMENTO	CA	95827
ARROW CONSTRUCTION		1850 DIESEL DRIVE	***EMAIL INVOICES***	SACRAMENTO	CA	95838
ASPHALT SEALING & DISPATCHING	209-770-8937	627 MARSHALL AVE		SAN ANDREAS	CA	95249
ASTA CONSTRUCTION CO INC.		P.O. BOX 758	EMAIL INVOICES	RIO VISTA	CA	94571
B&M BUILDERS INC		11330 SUNRISE PARK DRIVE STE C	***EMAIL INVOICES***	RANCHO CORDOVA	CA	95742
BAY AREA TREE SPECIALISTS		541 W CAPITOL EXPWY #287	***EMAIL INVOICES***	SAN JOSE	CA	95136
BAY CITIES PAVING AND GRADING	925-687-6666	P.O. BOX 5227		CONCORD	CA	94524
BAYLOR SERVICES INC.	209-464-7903	P.O. BOX 499	***EMAIL INVOICES/HARD COPY	LOCKFORD	CA	35237
BEELINE CONCRETE CUTTING INC		1994 SANGUINETTI LN		STOCKTON	CA	95205
BEELINE GLASS INC.	510-583-7350	1961 NATIONAL AVE.		HAYWARD	CA	94545
BENJAMIN'S TRANSFER INC.	707-678-5072	7000 BUTTON AVE		DIXON	CA	95620
BERGER KEVIN		701 E. CANAL DRIVE		TURLOCK	CA	95380
BIONDI PAVING		8150 37TH AVENUE		SACRAMENTO	CA	95824-2306
BLACK DIAMOND PAVING INC.		23098 CONNECTICUT ST.		HAYWARD	CA	94545
BLACKSTAR PAVEMENT MAINTENANCE	(916) 337-6612	8360 GALENA AVE		SACRAMENTO	CA	95828
BLUELINE CONSTRUCTION	916-631-9761	11290 SUNRISE PARK DR. #B		RANCHO CORDOVA	CA	95742
BND TRANSPORT INC		PO BOX 32314		STOCKTON	CA	95213
BOCKMON & WOODY ELECTRIC CO		1528 EL PINAL DRIVE	***EMAIL INVOICES***	STOCKTON	CA	95205
BOSTON PACIFIC		6670 CASEY ROAD		DIXON	CA	95620
BOWEN ENGINEERING & ENVIRONMEN		4664 S. CEDAR AVE		FRESNO	CA	93725
BRICHETTO CATTLE COMPANY JOHN B		P.O. BOX 11600	***EMAIL INVOICES***	OAKDALE	CA	95361
Bridgeway Civil Constructors		3333 Vaca Valley Parkway Suite 2000		Vacaville	CA	95688
BROSAMER & WALL INC.	925-932-7900	1777 OAKLAND BLVD SUITE 110		WALNUT CREEK	CA	94596
C GIBSON PAVING		21864 ROAD 20 1/2		CHOWCHILLA	CA	93610
C&C CONTRACTING INC.		25 STANFORD PLACE	***EMAIL INVOICES***	MONTCLAIR	NJ	07042
C.O.D.'S		CASH ON DELIVERY		STOCKTON	CA	95213
CAL VALLEY CONSTRUCTION INC.		5125 N. GATES AVE. STE#102	***EMAIL INVOICES***	FRESNO	CA	93722
CALIFORNIA BLDG MATERIAL SUPPL		4408 VAHAN CT		LANCASTER	CA	93536
California Express, LLC		2304 Shadowbrook Way		Modesto	CA	95351
CALIFORNIA LANDSCAPE SUPPLY IN		4107 MORGAN RD		CERES	CA	95307
CALIFORNIA LIVE FLOORS INC		4580 S. HWY 99	***EMAIL INVOICES***	STOCKTON	CA	95215
CAL-WASTE		175 ENTERPRISE CT. STE A	***EMAIL INVOICES***	GALT	CA	95632
CAVANAUGH PAVING & GRADING	209-230-6886	1848 BURGUNDY DRIVE		ESCALON	CA	95320
CENCAL RECYCLING/GREEN PLANET		501 PORT ROAD		STOCKTON	CA	95203
CENTRAL ENVIRONMENTAL		311 NORTH SITKA STREET		ANCHORAGE	AK	99501-1841
CENTRAL STRIPING SERVICE INC.	916-635-5175	3489 LUYUNG DRIVE		RANCHO CORDOVA	CA	95742
CENTRAL TRUCKING	601-842-5282	P.O. BOX 433		MANTECA	CA	95336
CENTRAL VALLEY AG GRINDING INC	209-232-3561	5707 LANGWORTH ROAD		OAKDALE	CA	95361
CENTRAL VALLEY DEMOLITION		3900 TAHITI LANE		MODESTO	CA	95356
CENTRAL VALLEY PAVING		1310 ROCKEFELLER DRIVE #A		CERES	CA	95307
CHESTER BROSS. CONSTRUCTION		318 E KETTLEMAN LANE		LODI	CA	95240
CITY OF MODESTO		PO BOX 642		MODESTO	CA	95353
CITY OF STOCKTON		PUBLIC WORKS/BILL COONS	1465 S LINCOLN ST	STOCKTON	CA	95206
CIVIL PACIFIC INC	916-228-4809	8628 ELDER CREED RD UNIT # 200		SACRAMENTO	CA	95828
CLARK'S HOME & GARDEN		30132 INDUSTRIAL PKWY SW		HAYWARD	CA	94544
CLAUNCH DON	209-606-2148	P.O. BOX 938		RIPON	CA	95366
CLEAN PLANET INC.		P.O. BOX 32258		STOCKTON	CA	95213
CMAT Mobile Crushing		P.O. BOX 31930		STOCKTON	CA	95213
CNR TRUCKING & CATTLE COMPANY		759 S HASKELL AVE	***EMAIL INVOICES***	WILCOX	AZ	85643
COLE CONCRETE SAWING & DRILLIN	209-882-2676	P.O. BOX 1138		WATERFORD	CA	95386
Collins Electrical Company Inc	209-466-3691	3412 Metro Dr.	***EMAIL INVOICES***	Stockton	CA	95215
CONCENTRIC DEVELOPMENT GROUP		960 RISA RD #10	***EMAIL INVOICES***	LAFAYETTE	CA	94549
CONTI MATERIALS SERVICE LLC		P.O. BOX 30248		STOCKTON	CA	95213
COOK ENGINEERING INC		3203 FITZGERALD ROAD	***** EMAIL INVOICES*****	RANCHO CORDOVA	CA	95742
COZART BROTHERS INC	925-449-0212	235 FRANK WEST CIR		STOCKTON	CA	95206
COZART BROTHERS INC. 20-053		651 ENTERPRISE COURT		LIVERMORE	CA	94550
CUSHMAN CONTRACTING CORP	805-964-8661	PO BOX 147		GOLETA	CA	93116
DEMO UNLIMITED INC.		51350 DESERT CLUB DR. STE 3	***EMAIL INVOICES***	LA QUINTA	CA	92253
DESILVA GATES CONSTRUCTION	(925) 361-1380	PO BOX 2909		DUBLIN	CA	94568
DESTINATION ANYWHERE		PO BOX 21		TRACY	CA	95378
DIEDE CONSTRUCTION	209-369-8255/Melanie	P.O. Box 1007		Woodbridge	CA	95258
DIEDE CONSTRUCTION:14014-5984		12393 CALIFORNIA 99		LODI	CA	95240
DIRT DYNASTY INC.		PO BOX 67	***EMAIL INVOICES***	FARMINGTON	CA	95230
DIVERSIFIED TELECOM SERVICES		PO BOX 273	***EMAIL INVOICES***	WAVERLY	NE	68462-0273
DK CONSTRUCTION		PO BOX 42		ESCALON	CA	95320
DON LAWLEY COMPANY	209-466-8088	P.O. BOX 31807	***EMAIL INVOICES***	STOCKTON	CA	95213
DR PIPELINES		23 HOOPER DR		STOCKTON	CA	95203
DREAMBUILDER CONSTRUCTION CORP		***EMAIL INVOICES***	18543 YORBA LINDA BLVD #376	YORBA LINDA	CA	92886
DRY CREEK CONSTRUCTION	209-744-8005	105 ENTERPRISE CT		GALT	CA	95632
DRYCO CONSTRUCTION INC		42745 BOSCELL ROAD		FREMONT	CA	94538
DUN-RITE EXCAVATING INC		5382 BRISA STREET	***EMAIL INVOICES***	LIVERMORE	CA	94550
DURAN & VENABLES INC		748 S Hillview DR		MILPITAS	CA	95035
DUTCH NUTS INC		10900 HUTCHINSON ROAD		RIPON	CA	95366

Customer	Main Phone	Street1	Street2	City	State	Zip
E. E. GILBERT CONSTRUCTION	925-228-0317	156 HOWE RD		MARTINEZ	CA	94554
EAGLE ROOFING PRODUCTS		3546 N RIVERSIDE AVE		RIALTO	CA	92377
ELEVEN ENGINEERING INC.	707-789-7900	1003 CLEGG CT , STE G		PETALUMA	CA	94954
ELEVEN ENGINEERING INC.:202234		1003 CLEGG CT STE G	***EMAIL INVOICES***	PETALUMA	CA	94954
ENTACT LLC	630-986-2900	999 OAKMONT PLAZA DR, STE 300	***EMAIL INVOICES***	WESTMONT	IL	60559
ENVIRONMENTAL CONCEPTS		27801 HALE CT		TAHACHAPI	CA	93561
ETERNA TRUCKING, LLC		7817 DEER CREEK DRIVE		SACRAMENTO	CA	95823
ETIC	925-602-4710	2285 MORELLO AVE	***EMAIL INVOICES***	PLEASANT HILL	CA	94523
FARRIS EXCAVATION		1117 K STREET	***EMAIL INVOICES***	SANGER	CA	93657
FORD CONSTRUCTION COMPANY		300 PINE STREET	***** EMAIL INVOICES *****	LODI	CA	95240
FORGEN L.L.C.		6020 W OAKS BLVD STE 220	***EMAIL INVOICES***	ROCKLIN	CA	95765
FOUNDATION SERVICE CORP.	319-989-9802	220 WATERLOO RD/PO BOX 120		HUDSON	IA	50643
FOUNDATION SERVICE CORP .6514		220 WATERLOO RD / PO BOX 120	***EMAIL INVOICES***	HUDSON	IA	50643
FRANK C ALEGRE TRUCKING		P. O. BOX 1508		LODI	CA	95241
FREMONT PAVING COMPANY INC		38370 CEDAR BLVD	***EMAIL INVOICES***	NEWARK	CA	94560
FTG CONSTRUCTION MATERIALS IN		PO BOX 1508		LODI	CA	95241
G&G BUILDERS INC.	925-846-9023	4542 CONTRACTORS PLACE		LIVERMORE	CA	94550
G&L BROCK CONSTRUCTION CO INC		4145 CALLOWAY COURT		STOCKTON	CA	95215
GENERAL ENGINEERING INC		4298 ROSEWOOD CT		CONCORD	CA	94521
GEORGE REED INC.		P. O. BOX 4760		MODESTO	CA	95352
GLENN HUNTER & ASSOCIATES INC	419-533-0925	1222 COUNTY RD 6		DELTA	OH	43515
GOLD RUSH ENTERPRISES		5252 BEAR CREEK RD		LODI	CA	95240
GOLDEN STATE CONSTRUCTION		9354 PADDON DR	***EMAIL INVOICES***	ESCALON	CA	95320
GOLDEN STATE STRIPING INC	209-451-4407	P. O. BOX 946	***EMAIL INVOICES***	LINDEN	CA	95215
GOODFELLOW BROS. CA LLC		PO BOX 598		WENATCHEE	WA	98807
GRANITE CONSTRUCTION COMPANY	916-855-4400	4001 BRADSHAW ROAD		SACRAMENTO	CA	95827
GRANITE ROCK COMPANY		PO BOX 50001		WATSONVILLE	CA	95077
GRANITEROCK COMPANY	831-768-2100	5225 HELLERY AVE. STE 220		SAN JOSE	CA	95138
Grayson Engineering	209-368-5440	P. O. BOX 2572	***EMAIL INVOICES***	LODI	CA	95241
GRO-WELL BRANDS INC.	209-982-4936	PO BOX 25406		TEMPE	AZ	85285
GSE CONSTRUCTION CO INC		7633 SOUTHFRONT RD STE 160	***EMAIL INVOICES***	LIVERMORE	CA	94551
GT MATERIAL TRUCKING SOLUTIONS	530-681-7336	8929 BOYCE RD		WINTERS	CA	95694
GUINN CONSTRUCTION		PO BOX 1339		BAKERSFIELD	CA	93302
GUY YOCCO CONSTRUCTION INC.	951-248-0270	3299 HORSELESS CARRIAGE RD #H		NORCO	CA	92860
HAGGERTY		2474 WIGWAM DRIVE		STOCKTON	CA	95205
HARDESTY EXCAVATING INC		12606 HARDESTY LANE		GALT	CA	95632
Herring Paving Company		8039 Westhill Road		Valley Springs	CA	95252
HILLENBRAND EXCAVATION INC. NIAGRA BOTTLING		9510 FAIR WAY	***EMAIL INVOICES***	ROSEVILLE	CA	95661
HUDSON EXCAVATION INC	925-666-8966	P.O. BOX 1208		BRENTWOOD	CA	94513
IMPACT SOLUTIONS INDUSTRIES	530-557-0071	P.O. BOX 958		MEADOW VISTA	CA	95722
INDEPENDENT CONSTRUCTION	925-686-1780	3911 LAURA ALICE WAY		CONCORD	CA	94520
INDEPENDENT CONSTRUCTION:1291		3911 LAURA ALICE WAY	***EMAIL INVOICES***	CONCORD	CA	94520
INDUSTRIAL SERVICES COMPANY		3648 W NICHOLS STREET	*****EMAIL INVOICES*****	SPRINGFIELD	MO	95803
INNOVATIVE CONSTRUCTION SOLUTI		575 ANTON BLVD SUITE 850		COSTA MESA	CA	92626
IRISH CONSTRUCTION	209-576-8766	1028 MARCHY LANE		CERES	CA	95307
J.A.R CONSTRUCTION SERVICES	559-753-8161	5588 N MCCALL AVE		CLOVIS	CA	93619
J.B. BOSTICK COMPANY		2175 PFER ROAD STE # C		ROSEVILLE	CA	95747
J.R.H. GENERAL ENGINEERING INC	209-817-3071	4102 COASTAL COVE LANE	***EMAIL INVOICES***	STOCKTON	CA	95219
JEFF ROGERS TRUCKING		P. O. BOX 30698	***EMAIL INVOICES***	STOCKTON	CA	95213
JENSEN LANDSCAPE CONTRACTOR	408-930-1609	1250 AMES AVE		MILPITAS	CA	95035
JENSEN PRECAST	916-991-8800	9695 DOUBLE R BLVD.		RENO	NV	89521-5917
JIM THORPE OIL INC.		P.O. BOX 357	***EMAIL INVOICES***	LODI	CA	95241-0357
JJB FARMS LP.		100 HOLLAND GLEN		ESCONDIDO	CA	92026
JM SEALCOAT AND PAVING		11401 BOESAW RD		GALT	CA	95632
JOHNSON FRAZIER RANCH LLC		PO BOX 168		STOCKTON	CA	95201
JOSEPH J ALBANESE INC		P.O. BOX 667	***EMAIL INVOICES***	SANTA CLARA	CA	95052
JS TAYLOR CONSTRUCTION INC		P.O. BOX 4396		MANTECA	CA	95337
K&D ENTERPRISE INC		4107 MORGAN RD #1		CERES	CA	95307
KDC CONSTRUCTION		1442 E. LINCOLN AVE #334	***EMAIL INVOICES***	ORANGE	CA	92865
KDW CONSTRUCTION LLC	925-493-8940	7670 LAS POSITAS RD		LIVERMORE	CA	94551
K-FIVE CONSTRUCTION CORP		999 OAKMONT PLAZA DRIVE		WESTMONT	IL	60559
KINDNESS GENERAL CONTRACTORS		6461 GLOBAL DRIVE	***EMAIL INVOICES***	CYPRESS	CA	90630
KNIFE RIVER CONSTRUCTION		P.O. BOX 6099		STOCKTON	CA	95206
KNIFE RIVER READY MIX COMPANY		P. O. BOX 66001	***EMAIL INVOICES***	STOCKTON	CA	95206
KW EMERSON	209-754-3839	PO BOX 549		SAN ANDREAS	CA	95249
L.H. VOSS MATERIALS INC.		2445 VISTA DEL MONTE		CONCORD	CA	94520
LAGORIO BROTHER FARMS		18600 E TOBACCO ROAD	***EMAIL INVOICES***	LINDEN	CA	95236
LAW OFFICES OF MAYOL & BARRINGER		1324 J STREET		MODESTO	CA	95354
LB ENVIRONMENTAL INC		4460 S HWY 99	***EMAIL INVOICES***	STOCKTON	CA	95215
LEA'S DEMO		4637 E SERVICE RD		CERES	CA	95307
LKQ CORP		1016 SOUTH WILSON WAY		STOCKTON	CA	95205
LODI FARMING INC.:LODI FARMSST		11292 N ALPINE RD	***EMAIL INVOICES***	STOCKTON	CA	95212
LR VARWIG & SONS INC.		PO BOX 691807		STOCKTON	CA	95269
M.A. STEINER CONSTRUCTION INC		8854 GREENBACK LANE SUITE 1		ORANGEVALE	CA	95662
M.J. GILBERT CONSTRUCTION INC	925-294-8210	P.O. BOX 986		RIPON	CA	95366
MACHADO & SONS CONSTRUCTION		1000 S. KILROY RD		TURLOCK	CA	95380
MACHADO DAIRY FARMS	209-239-5287	P.O. BOX 4430		MANTECA	CA	95337
MAG ENGINEERING INC.		P.O. BOX 8442		FRESNO	CA	93747
MALONEY ODIN JV		74 DIGITAL DR		NOVATO	CA	94949
MARK MANLEY TRUCKING LLC	916-689-4226	PO BOX 292785		SACRAMENTO	CA	95829
MARTIN BROTHERS CONSTRUCTION		8801 FOLSOM BLVD STE 260		SACRAMENTO	CA	95826
MAY CONSTRUCTION		27648 SONORA CIRCLE	***EMAIL INVOICES***	TEMECULA	CA	92591
MC CLERNON GENERAL ENGINEERING		2941 SUNRISE BLVD SUITE # 105		RANCHO CORDOVA	CA	95742
MCDONAL ASPHALT CONSTRUCTION	559-836-0971	39282 CLARKSON DR.		KINGSBURG	CA	93631
McGUIRE AND HESTER	(510) 632-7676	2810 HARBOR BAY PRKWY		ALAMEDA	CA	94502
McGUIRE AND HESTER:4541		2810 HARBOR BAY PKWY	***EMAIL INVOICES***	ALAMEDA	CA	94502

Customer	Main Phone	Street1	Street2	City	State	Zip
MCI ENGINEERING	209-472-1607	3817 E FARMINGTON RD	***EMAIL INVOICES***	STOCKTON	CA	95215
MCMLLEN ENTERPRISES		DBA UNITED PAVING	1207 MONTECLAIR DR	CERES	CA	95307
MECOM EQUIPMENT		4546 N. WILSON WAY		STOCKTON	CA	95208
MERCER-FRASER COMPANY		PO BOX 1006		EUREKA	CA	95502
MGE Underground INC.		PO Box 4189	***EMAIL INVOICES***	Paso Robles	CA	93447
MID-CAL CONSTRUCTION INC.		3416 NEWTON RD		STOCKTON	CA	95205
MOUNTAIN CASCADE INC.		PO BOX 5050		LIVERMORE	CA	94551
MOZINGO CONSTRUCTION	209-848-0180	751 WAKEFIELD COURT		OAKDALE	CA	95361
MUSE CONCRETE CONTRACTORS INC		8599 COMMERCIAL WAY		REDDING	CA	96002
MY STUFF STORAGE & RV		9734 DIABLO VISTA AVE		GALT	CA	95632
Neal & Sons Transportation Inc		510 S. Main St.	***EMAILED INVOICES***	Manleca	CA	95337
NEXT LEVEL GENERAL ENGINEERING	530-402-1370	PO BOX 8834		WOODLAND	CA	95695
NOMELLINI GRILLI & MCDANIEL		P.O. BOX 1461		STOCKTON	CA	95202
NORCAL DOZERS		3038 SEAGULL LANE	**EMAIL INVOICES**	STOCKTON	CA	95219
NORDIC ENTERPRISES INC		2119 W. MARCH LANE, SUITE A		STOCKTON	CA	95207
NORTH WEST RECYCLERS/SURFACING		9182 SURVEY ROAD		ELK GROVE	CA	95624
O.C. JONES & SONS INC.		1520 FOURTH STREET	***EMAIL INVOICES***	BERKELEY	CA	94710
ODYSSEY LANDSCAPE COMPANY		5400 W HIGHWAY 12		LODI	CA	95242
ONIONS ETC.		PO BOX 951		STOCKTON	CA	95201
ONSITE COMMERCIAL SERVICES		699 ENTERPRISE CT.		LIVERMORE	CA	94550
PACIFIC COAST GENERAL ENGINEER	925-252-0214	12 INDUSTRY ROAD	**EMAIL INVOICES**	PITTSBURGH	CA	94564
PACIFIC GOLD MARKETING INC.		745 BROADWAY STREET		FRESNO	CA	93721
PACIFIC INFRASTRUCTURE CONST		871 COTTING CT, STE A	***EMAIL INVOICES***	VACAVILLE	CA	95688
PACIFIC INFRASTRUCTURE CONST:21030		871 COTTING CT, STE A	***EMAIL INVOICES***	VACAVILLE	CA	95688
PACIFIC UNDERGROUND SERVICES		3881 MARTHA DR.	***EMAILED INVOICES***	MARTINEZ	CA	94553
PAPICH CONSTRUCTION INC.		398 SUNRISE TERRACE		ARROYO GRANDE	CA	93420
PAVEMENT COATINGS CO		10240 SAN SEVAINE WAY	***EMAIL INVOICES***	JURUPA VALLEY	CA	91752
PELLARIN CONSTRUCTION GROUP	650-369-6746	3203 W. MARCH LANE #120		STOCKTON	CA	95219
FENHALL COMPANY	916-386-1589	8416 SPECIALTY CIRCLE		SACRAMENTO	CA	95828
PLATINUM PIPELINE		P.O. BOX 1170	***EMAIL INVOICES***	LIVERMORE	CA	94551
PLEASANTON TRUCKING INC		PO BOX 11462	***EMAIL INVOICES***	PLEASANTON	CA	94588
PLUMBING SYSTEM WEST INC.		31491 OUTER HIGHWAY 10		REDLANDS	CA	92373
PORT OF STOCKTON		PO BOX 2089		STOCKTON	CA	95201
PRECISION ASPHALT		836 57TH STREET #418		SACRAMENTO	CA	95819
PRECISION EXCAVATING & DRILLING		1043 SERPENTINE LANE STE E		PLEASANTON	CA	94566
R E MASON ENGINEERING INC.	559-917-5900	1195 W SHAW AVE #D	***EMAIL INVOICES***	FRESNO	CA	93711
R.A.NEMETZ CONSTRUCTION CO.INC		PO BOX 5306		GALT	CA	95632
RADER EXCAVATING INC.		9689 SWEDE CREED RD		PALO CEDRO	CA	96073
RECLAMATION DISTRICT NO. 548		ATTN: DANTE J NOMELINI JR		STOCKTON	CA	95201
RECOLOGY - VERNALIS		3909 GAFFERY RD		VERNALIS	CA	95385
RECOLOGY BLOSSOM VALLEY		245 N FIRST ST	*****EMAIL INVOICES*****	DIXON	CA	95620
RECOLOGY-MODESTO		235 FIRST ST.		DIXON	CA	95620
REEVES SAND & GRAVEL INC.		P.O. BOX 60		FRENCH CAMP	CA	95231
REGE TRUCK		PO BOX 30249		WALNUT CREEK	CA	94598
REPUBLIC SERVICES		3326 FITZGERALD RD		RANCHO CORDOVA	CA	95742
ROBERT A. BOTHMAN INC.		2690 SCOTT BLVD		SANTA CLARA	CA	95050
ROBERT BURNS CONSTRUCTION	209-943-6969	2501 N. WIGWAM DRIVE		STOCKTON	CA	95205
ROBINSON SWEEPING		PO BOX 123		STEVINSON	CA	95374
ROCKY MOUNTAIN FABRICATION		1125 W 2300 NORTH		SALT LAKE CITY	UT	84116
RODGERS CONSTR. & ENGINEERING		P.O. BOX 6885		STOCKTON	CA	95206
ROEBBELEN CONTRACTING INC.	916-939-4000	1241 HAWKS FLIGHT CT	***EMAIL INVOICES***	EL DORADO HILLS	CA	95162
RON COOPER GENERAL ENGINEERING		P.O. BOX 1186		ARNOLD	CA	95223
ROCCO RENTS & MATERIALS		9182 SURVEY RD		ELK GROVE	CA	95624
ROSS F. CARROLL INC.		P.O. BOX 1308	***EMAIL INVOICES***	OAKDALE	CA	95361
RSH CONSTRUCTION SERVICES INC		PO BOX 2810		HEMET	CA	92546
RUBIK BUILT LLC	209-408-0626	1004 RENO AVE.	****EMAIL INVOCES****	MODESTO	CA	95351
RV STRIPING LLC	916-248-2736	6836 4TH AVE		RIO LINDA	CA	95673
S&B TRUCKING INC.		PO BOX 294075		SACRAMENTO	CA	95829
S.C. PIEROVICH FARMING LLC		13137 E. KETTLEMAN LANE		LODI	CA	95240
S.T. RHOADES CONSTRUCTION INC		P.O. BOX 494520	***EMAIL INVOICES***	REDDING	CA	96049
SALGADO TRUCKING		PO BOX 704		LODI	CA	95241
SAVIDGE CONSTRUCTION INC.	530-363-0574	4401 SONJA COURT	P.O. BOX 1606	PLACERVILLE	CA	95667
SECURITY PAVING COMPANY INC.		3075 TOWNSGATE RD. #200	**EMAIL INVOICES**	WESTLAKE VILLAGE	CA	91361
SEEGERT CONSTRUCTION		3098 INDUSTRIAL BLVD		WEST SACRAMENTO	CA	95691
SHIMMICK CONSTRUCTION COMPANY		8201 EDGEWATER DRIVE SUITE 202		OAKLAND	CA	94621
SIERRA ASPHALT INC		3755 OMEC CIR #2		RANCHO CORDOVA	CA	95742
SIERRA CONCRETE CUTTING		5420 PUERTA DEL SOL		CAMINO	CA	95709
SIERRA MOUNTAIN CONSTRUCTION		16355 YOSEMITE ROAD		SONORA	CA	95370
SIERRA NATIONAL CONSTRUCTION		5433 EL CAMINO AVE. STE 4	*** EMAIL INVOICES ***	CARMICHAEL	CA	95608
SINCLAIR GENERAL ENGINEERING C	209-847-6100	PO BOX 1453	**EMAIL INVOICES**	OAKDALE	CA	95361
SIXTY - 3 TRUCKING		735 Reed Street		Santa Clara	CA	95050
SMITH COATINGS	209-368-3718	126 HOUSTON LANE		LODI	CA	95240
SORACCO INC.		903 E LODI AVE	**EMAIL INVOICES**	LODI	CA	95240
SOUTHWEST GRADING INC.		6241 ANGELO COURT		LOOMIS	CA	95650
SPEELMAN EXCAVATION		1648 FAIRWAY OAKS COURT		RIPON	CA	95366
Stealth Transport Intl, LLC		521 Mary Todd Lane		Modesto	CA	95354
STEELHEAD CONSTRUCTORS		2940 INNSBRUCK DRIVE	**EMAIL INVOICES**	REDDING	CA	96003
STEVE P. RADOS INC.		P.O. BOX 15128		SANTA ANA	CA	92735
STEVE'S EXCAVATING		P.O. BOX 1071		LOOMIS	CA	95650
SUKUT CONSTRUCTION LLC		4010 W. CHANDLER AVE.		SANTA ANA	CA	92704
SYBLON REID		1130 SIBLEY ST		FOLSOM	CA	95630
Synergy Petroleum Enterprises		510 Myrtle Ave. Ste# 209		S San Francisco	CA	94080
T & S INTERMODAL MAINTENANCE		P.O. BOX 1592	**EMAIL INVOICES**	LINDEN	CA	95236
T. MAUS GRADING & PAVING INC.		1953 N WARREN RD	***EMAIL INVOICES***	SAN JACINTO	CA	92582
TEICHERT CONSTRUCTION:10000.08			*****EMAIL INVOICES*****	SACRAMENTO	CA	95864
THE DUTRA GROUP	415-258-6876	2350 KERNER BLVD		SAN RAFAEL	CA	94901

Customer	Main Phone	Street1	Street2	City	State	Zip
THIS ENGINEERING		3250 MONIER CIRCLE STE C	***EMAIL INVOICES***	RANCHO CORDOVA	CA	95742
THOMPSON BUILDERS CORP.		5400 Hanna Ranch Rd	**EMAIL INVOICES**	Novato	CA	94945
TITAN CRANE & RIGGING INC	209-993-3557	P.O. BOX 30996		STOCKTON	CA	95213
TOM MAYO CONSTRUCTION	(209)943-6248	4735 FREMONT STREET		STOCKTON	CA	95215
TRACY GRADING AND PAVING INC.		5431 WEST GRANT LINE ROAD	**EMAIL INVOICES**	TRACY	CA	95304
TREEWISE CONSULTING/BRIDGEWOOD		6507 PACIFIC AVE	***EMAIL INVOICES***	STOCKTON	CA	95207
TRITON TOWER INC		3200 JEFFERSON BLVD		WEST SACRAMENTO	CA	95691
TWO RIVERS DEMO	916/639-6775	2620 Mercantile Drive, STE 100		Rancho Cordova	CA	95742
UNITED PAVEMENT MAINTENANCE		P.O. BOX 1017		HUGHSON	CA	95326
US MINE CORP	209-790-4535	PO BOX 580		IONE	CA	95640
VITO BAVARO CONSTRUCTION INC	209-470-7190	26319 MAGNOLIA RD		ESCALON	CA	95213
VSS INTERNATIONAL INC		3785 CHANNEL DRIVE		WEST SACRAMENTO	CA	95691
VULCAN CONST. & MAINT.		1010 W WHITESBRIDGE AVE	****EMAIL INVOICES****	FRESNO	CA	93706
VULCAN INTERPLANT		9800 DEL RD		ROSEVILLE	CA	95747
W C MALONEY	(209) 942-1129	P.O. BOX 30326		STOCKTON	CA	95213
WABO		726 ALFRED NOBEL DRIVE		HERCULES	CA	94547
WALLER INC		2229 TRINITY DR		BRENTWOOD	CA	94513
WASTEXPERTS		ATTN: DAVE LENTZ	440 BOULDER CT. STE. 200	PLEASANTON	CA	94566
WEST COAST BACKHOE INC		33 MAXWELL STREET		LODI	CA	95240
WEST COAST WATER & TRUCKING		3941 PARK DRIVE, SUITE 20-231		EL DORADO HILLS	CA	95762
Wilkey's Construction INC	530-741-2233	4557 Skyway Dr.		OLIVEHURST	CA	95961
YOGI BEAR'S JELLYSTONE PARK		CAMP RESORT - TOWER PARK	14900 WEST HIGHWAY 12	LODI	CA	95242
ZOVICH & SONS INC. DBA ZOVICH		2589 WEST 10TH	#K4-101	ANTIOCH	CA	94509
ZUCKERMAN-HERITAGE INC.		P.O. BOX 487	***EMAIL INVOICES***	STOCKTON	CA	95201



### Unit Specification Data

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Coordinated Universal Time

## Vehicles & Equipment

Unit Number: 11 Category: Trucks

Start Reading: 10

Total Miles: 205,792

Mfg. Year: 2020

Date in Service: 2/11/2020

Condition: New

License Plate: 39388H3

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X9LD469701

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9

Normal Use Dump

Registered Weight 15910

Trans. Make EATON FULLER

Trans. Model ULTRA S/N FO14E306LL-VCS

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

**Unit Specification Data**

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**Unit Number: 12 Category: Trucks**

Start Reading: 14

Total Miles: 199,027

Mfg. Year: 2020

Date in Service: 2/11/2020

Condition: New

License Plate: 39391H3

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X4LD469699

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Body Type  
Company Super Dump  
CMAT

Engine Make PACCAR

Engine Model PX9

Normal Use Dump

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type  
Company Super Dump  
CMAT

**Unit Number: 13 Category: Trucks**

Start Reading: 11

Unit Specification Data

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Total Miles: 187,855

Mfg. Year: 2020

Date in Service: 2/11/2020

Condition: New

License Plate: 57830X2

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X0LD469702

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 14 Category: Trucks

Start Reading: 13

Total Miles: 197,706

Mfg. Year: 2020

Engine Make PACCAR ESN 74565737

Engine Model PX9

Normal Use Dump

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9

### Unit Specification Data

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**Date in Service:** 2/11/2020

**Condition:** New

**License Plate:** 39393H3

**Registration Exp:** 02/28/24

**Serial Number:** 1NPCLJ0X2LD469698

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Normal Use** Dump

**Vehicle Make** Peterbilt

**Vehicle Model** 567

**Total Weight Required** 65,000

**Unit Number:** 15 **Category:** Trucks

**Start Reading:** 10

**Total Miles:** 192,516

**Mfg. Year:** 2020

**Date in Service:** 2/11/2020

**Condition:** New

**Body Type** Super Dump  
**Company** CMAT

**Engine Make** PACCAR

**Engine Model** PX9

**Normal Use** Dump

### Unit Specification Data

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License Plate: 99986V3

Registration Exp: 02/28/24

Serial Number: 1NPCLJ0X7LD469700

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

509

Unit Number: 16 Category: Trucks

Start Reading: 186,700

Total Miles: 174,138

Mfg. Year: 2016

Date in Service: 5/29/2019

Condition: Used

License Plate: 76444T2

Registration Exp: 05/31/24

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

Body Type Super Dump  
Company CMAT

Engine Make PACCAR

Engine Model PX9

Steer Tire Size 315/80R22.5

Trans. Make EATON

Vehicle Make Peterbilt

**Unit Specification Data**

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Coordinated Universal Time

**Serial Number:** 1NPSLJ0X1HD415408

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 17 **Category:** Trucks

**Start Reading:** 245,133

**Total Miles:** 185,093

**Mfg. Year:** 2016

**Date in Service:** 5/20/2019

**Condition:** Used

**License Plate:** 93915W1

**Registration Exp:** 08/31/24

**Serial Number:** 1NPSLJ0X9GD350967

**Vehicle Model** 365

**Total Weight Required** 65,000

**Body Type** Super Dump  
**Company** CMAT

**Engine Make** PACCAR

**Engine Model** PX9

**Steer Tire Size** 315/80R22.5

**Trans. Make** EATON

**Trans. Model** RTO-14909ALL

**Vehicle Make** Peterbilt

**Vehicle Model** 365

### Unit Specification Data

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Fuel Type: Diesel

Total Weight Required 65,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 18 Category: Trucks

Start Reading: 297,780

Total Miles: 164,664

Mfg. Year: 2016

Date in Service: 7/9/2018

Condition: Used

License Plate: 93914W1

Registration Exp: 08/31/24

Serial Number: 1NPSLJ0X7GD350966

Fuel Type: Diesel

Employee Number:

Body Type Super Dump

Company CMAT

Engine Make PACCAR

Engine Model PX9 - 8.9L

Steer Tire Size 11R22.5

Vehicle Make Peterbilt

Vehicle Model 365

Total Weight Required 65,000

**Unit Specification Data**

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Coordinated Universal Time

Full Name:

Current Book Value:

Unit Number: 19 Category: Trucks

Start Reading: 334,285

Total Miles: 196,840

Mfg. Year: 2014

Date in Service: 4/11/2018

Condition: Used

License Plate: 85854J1

Registration Exp: 05/31/24

Serial Number: 1NPSLJ0X8ED224743

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Body Type  
Company Super Dump  
CMAT

Engine Make  
PACCAR

Engine Model  
PX9 - 8.9L ESN73512634

Vehicle Make  
Peterbilt

Vehicle Model  
365

Total Weight Required  
65,000

Unit Number: 20 Category: Trucks



Unit Specification Data

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<b>Start Reading:</b> 25,428	<b>Body Type</b>	Super Dump
<b>Total Miles:</b> 268,300	<b>Company</b>	CMAT
<b>Mfg. Year:</b> 2018	<b>Engine Make</b>	PACCAR
<b>Date in Service:</b> 9/6/2017	<b>Engine Model</b>	MX13 74158029 8.9L
<b>Condition:</b> New	<b>Trans. Make</b>	EATON - K1223448
<b>License Plate:</b> 39390H3	<b>Trans. Model</b>	FULLER F014E208LL - VCS 10
<b>Registration Exp:</b> 09/30/24	<b>Vehicle Make</b>	SPEED - UNIT TRANS S/N - K1223448 Peterbilt
<b>Serial Number:</b> 1NPCLJ0X9JD469694	<b>Vehicle Model</b>	567
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	65,000
<b>Employee Number:</b>		
<b>Full Name:</b>		
<b>Current Book Value:</b>		
<b>Unit Number:</b> 21 <b>Category:</b> Trucks	<b>Body Type</b>	Reliance Super Dump # JS704060
<b>Start Reading:</b> 0	<b>Company</b>	CMAT
<b>Total Miles:</b> 281,907		

**Unit Specification Data**

Coordinated Universal Time

**Mfg. Year:** 2018

**Date in Service:** 9/6/2017

**Condition:** New

**License Plate:** 39392H3

**Registration Exp:** 09/30/24

**Serial Number:** 1NPCLJ0X0JD469695

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 22 **Category:** Trucks

**Start Reading:** 165,957

**Total Miles:** 256,556

**Mfg. Year:** 2018

<b>Engine Make</b>	PACCAR
<b>Engine Model</b>	PX-9
<b>Normal Use</b>	Dump
<b>Trans. Make</b>	FULLER F014E308LL - VCS 10 SPEED
<b>Trans. Model</b>	UNIT TRANS S/N - K1224568
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	567
<b>Total Weight Required</b>	65,000
<b>Body Type</b>	Super Dump
<b>Company</b>	CMAT
<b>Engine Make</b>	PACCAR

### Unit Specification Data

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Coordinated Universal Time

<b>Date in Service:</b> 9/7/2017	<b>Engine Model</b>	PX9
<b>Condition:</b> New	<b>Trans. Make</b>	FULLER F014E308LL - VCS 10 SPEED
<b>License Plate:</b> 39389H3	<b>Trans. Model</b>	UNIT TRANS S/N - K1224566
<b>Registration Exp:</b> 09/30/24	<b>Vehicle Make</b>	Peterbilt
<b>Serial Number:</b> 1NPCLJ0X2JD469696	<b>Vehicle Model</b>	567
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	65,000
<b>Employee Number:</b>	<b>Body Type</b>	Super Dump - RELIANCE BODY# JS704062
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Engine Make</b>	PACCAR
<b>Unit Number: 23 Category: Trucks</b>	<b>Engine Model</b>	PX-9
<b>Start Reading: 0</b>		
<b>Total Miles: 285,514</b>		
<b>Mfg. Year: 2018</b>		
<b>Date in Service: 9/8/2017</b>		

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

Condition: New

License Plate: 39395H3

Registration Exp: 09/30/24

Serial Number: 1NPCLJ0X4JD469697

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 24 Category: Trucks

Start Reading: 86,955

Total Miles: 109,814

Mfg. Year: 2018

Date in Service: 12/11/2020

Condition: Used

Trans. Make	FULLER
Trans. Model	F014E308LL
Vehicle Make	Peterbilt
Vehicle Model	567
Total Weight Required	65,000
Body Type	Super Dump
Company	CMAT
Engine Make	PACCAR
Engine Model	PX9 74213888
Normal Use	Dump
Vehicle Make	Peterbilt

### Unit Specification Data

Coordinated Universal Time

License Plate: 03668B3

Total Weight Required 65,000

Registration Exp: 09/30/24

Serial Number: 1NPCLJ0X2JD488037

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 25 Category: Trucks

Start Reading: 160,484

Total Miles: 137,450

Mfg. Year: 2018

Date in Service: 12/15/2020

Condition: Used

License Plate: 50507M2

Registration Exp: 07/31/24

Body Type	Super Dump
Company	CMAT
Engine Make	PACCAR
Engine Model	PX9
Normal Use	Dump
Trans. Make	allison
Trans. Model	3000 RDS-P
Vehicle Make	Peterbilt

**Unit Specification Data**

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Coordinated Universal Time

Serial Number: 1NPCLJ0X6JD495735

Fuel Type: Diesel

Vehicle Model 567

Total Weight Required 65,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 26 Category: Trucks

Start Reading: 195,000

Total Miles: 105,466

Mfg. Year: 2018

Date in Service: 4/19/2021

Condition: Used

License Plate: 89376G2

Registration Exp: 05/31/24

Serial Number: 1NPCLJ0X4JD495734

Fuel Type: Diesel

Vehicle Model 567

Total Weight Required 65,000

Body Type Super Dump  
Company CMAT

Engine Make PACCAR

Engine Model PX9

Normal Use SUPER

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 65,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

Employee Number:  
Full Name:  
Current Book Value:

Unit Number: 27 Category: Trucks  
Start Reading: 83,064

Total Miles: 119,541

Mfg. Year: 2019

Date in Service: 10/29/2021

Condition: Used

License Plate: 75066N2

Registration Exp: 02/28/24

Serial Number: 1NPCL70X8KD606208

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Company: CMAT  
Vehicle Make: Peterbilt  
Vehicle Model: 567  
Total Weight Required: 65,000

Unit Number: 36 Category: Trucks  
Start Reading: 488,132

Company

CMAT

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 113,113

**Mfg. Year:** 2017

**Date in Service:** 5/10/2021

**Condition:** Used

**License Plate:** 9G57985

**Registration Exp:** 04/30/24

**Serial Number:** 1XPXAP8X4HD418490

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

<b>Engine Make</b>	PACCAR
<b>Engine Model</b>	MX13
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	389
<b>Total Weight Required</b>	80,000

**Unit Number:** 37 **Category:** Tractors

**Start Reading:** 224

**Total Miles:** 164,915

**Mfg. Year:** 2020

<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX12
<b>Normal Use</b>	Bottom Dump



### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Date in Service: 2/24/2020

Condition: New

License Plate: 9G13760

Registration Exp: 02/28/24

Serial Number: 1XPCA78X9LD720154

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Trans. Make	FULLER
Trans. Model	FAO16810C
Vehicle Make	Peterbilt
Vehicle Model	567
Total Weight Required	80,000

Unit Number: 38 Category: Tractors

Start Reading: 26

Total Miles: 202,755

Mfg. Year: 2020

Date in Service: 2/24/2020

Company	CMAT
Engine Make	CUMMINS
Engine Model	ISX
Normal Use	Bottom Dump
Vehicle Make	Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Condition:** New

**License Plate:** 9G13759

**Registration Exp:** 02/28/24

**Serial Number:** 1XPCA78X0LD720155

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

522

**Unit Number:** 40 **Category:** Tractors

**Start Reading:** 75,115

**Total Miles:** 174,951

**Mfg. Year:** 2017

**Date in Service:** 7/11/2018

**Condition:** Used

**License Plate:** 9F49161

**Registration Exp:** 05/31/24

**Vehicle Model** 567

**Total Weight Required** 80,000

**Company** CMAT

**Engine Make** PACCAR

**Engine Model** MX13 Y106372

**Normal Use** Bottom Dump

**Steer Tire Size** 11R22.5

**Trans. Make** EATON

**Trans. Model** FRO14210C  
K1166744 **SER#**

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Serial Number: 1NPCAP8X7HD417245

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 41 Category: Tractors

Start Reading: 158,934

Total Miles: 241,282

Mfg. Year: 2017

Date in Service: 7/11/2018

Condition: Used

License Plate: 9F49164

Registration Exp: 05/31/24

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 80,000

Company CMAT

Engine Make PACCAR

Engine Model MX13 Y106353

Normal Use Bottom Dump

Steer Tire Size 11R22.5

Trans. Make EATON

Trans. Model FRO14210C SER# K1166611

Vehicle Make Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Serial Number:** 1XPCAP8X5HD417248

**Fuel Type:** Diesel

**Vehicle Model** 567

**Employee Number:**

**Total Weight Required** 80,000

**Full Name:**

**Current Book Value:**

**Unit Number:** 42 **Category:** Tractors

**Start Reading:** 79,308

**Company** CMAT

**Engine Make** PACCAR

**Total Miles:** 210,814

**Engine Model** MX13 Y106452 12.9L

**Mfg. Year:** 2017

**Normal Use** Bottom Dump

**Date in Service:** 7/12/2018

**Steer Tire Size** 11R22.5

**Condition:** Used

**Trans. Make** EATON

**License Plate:** 9F49165

**Trans. Model** FRO14210C K1166612

**Registration Exp:** 12/31/23

**Vehicle Make** Peterbilt

**Serial Number:** 1XPCAP8X7HD417249

**Vehicle Model** 567

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Total Weight Required 80,000

Unit Number: 43 Category: Tractors

Start Reading: 0

525

Total Miles: 290,054

Mfg. Year: 2016

Date in Service: 7/12/2018

Condition: Used

License Plate: 9F49166

Registration Exp: 12/31/24

Serial Number: 1XPCAP8X3HD417250

Fuel Type: Diesel

Company CMAT

Engine Make PACCAR

Engine Model MX13 Y106505 12.9L

Normal Use Bottom Dump

Steer Tire Size 11R22.5

Trans. Make EATON

Trans. Model FRO14210C SER# K1166608

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number: 44 Category: Tractors**

**Start Reading: 85,556**

**Total Miles: 213,250**

**Mfg. Year: 2016**

**Date in Service: 7/12/2018**

**Condition: Used**

**License Plate: 9F49167**

**Registration Exp: 05/31/24**

**Serial Number: 1XPCAP8X5HD417251**

**Fuel Type: Diesel**

**Employee Number:**

<b>Company</b>	CMAT
<b>Engine Make</b>	PACCAR
<b>Engine Model</b>	MX13 Y106347 12.9L
<b>Normal Use</b>	Bottom Dump
<b>Steer Tire Size</b>	11R22.5
<b>Trans. Make</b>	EATON
<b>Trans. Model</b>	FRO14210C SER# K1166610
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	567
<b>Total Weight Required</b>	80,000

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Full Name:  
Current Book Value:

Unit Number: 45 Category: Tractors  
Start Reading: 610,629

Total Miles: 95,228

Mfg. Year: 2011

Date in Service: 4/24/2020

Condition: Used

License Plate: 9G06045

Registration Exp: 03/31/24

Serial Number: 1XPHA48XXBD122268

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Company	CMAT
Engine Make	CUMMINS
Normal Use	Bottom Dump
Vehicle Make	Peterbilt
Vehicle Model	386
Total Weight Required	80,000

Unit Number: 46 Category: Tractors  
Start Reading: 336,267

Company

CMAT

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 113,197  
**Mfg. Year:** 2014  
**Date in Service:** 1/13/2021  
**Condition:** Used  
**License Plate:** 9E97135  
**Registration Exp:** 12/31/24  
**Serial Number:** 1XPXA48X7FD255944  
**Fuel Type:** Diesel  
**Employee Number:**  
**Full Name:**  
**Current Book Value:**

**Unit Number:** 47 **Category:** Tractors  
**Start Reading:** 387,985  
**Total Miles:** 127,809  
**Mfg. Year:** 2015

<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX 15 79712417
<b>Normal Use</b>	Bottom Dump
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	389
<b>Total Weight Required</b>	80,000
<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX 15 79712416
<b>Normal Use</b>	Bottom Dump



Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Date in Service: 1/12/2021

Condition: Used

License Plate: 9G81185

Registration Exp: 12/31/24

Serial Number: 1XPXA48X4FD255948

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

529

Unit Number: 48 Category: Tractors

Start Reading: 165,189

Total Miles: 131,859

Mfg. Year: 2018

Date in Service: 3/8/2021

Condition: Used

License Plate: 9F76424

Registration Exp: 09/30/24

Vehicle Make Peterbilt

Vehicle Model 389

Total Weight Required 80,000

Company Normal Use  
CMAT Bottom Dump

Vehicle Make Peterbilt

Vehicle Model 567

Total Weight Required 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Serial Number:** 1XPXAP8X2JD481236

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 50 **Category:** Tractors

**Start Reading:** 536,402

**Total Miles:** 123,629

**Mfg. Year:** 2017

**Date in Service:** 5/12/2021

**Condition:** Used

**License Plate:** 9G57988

**Registration Exp:** 04/30/24

**Serial Number:** 1XPXAP8X4HD418487

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

<b>Company</b>	CMAT
<b>Engine Make</b>	PACCAR
<b>Engine Model</b>	MX13
<b>Normal Use</b>	Bottom Dump
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	389
<b>Total Weight Required</b>	80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Current Book Value:**

**Unit Number: 51 Category: Tractors**

**Start Reading: 532,680**

**Total Miles: 91,500**

**Mfg. Year: 2017**

**Date in Service: 6/17/2021**

**Condition: Used**

**License Plate: 9G57987**

**Registration Exp: 04/30/24**

**Serial Number: 1XPXAP8X6HD418488**

**Fuel Type: Diesel**

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Company**

**Engine Make**

**Engine Model**

**Normal Use**

**Vehicle Make**

**Vehicle Model**

**Total Weight Required**

CMAT

PACCAR

MX13

Bottom Dump

Peterbilt

389

80,000

**Unit Number: 54 Category: Tractors**

**Start Reading: 333,378**

**Company**

CMAT

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 181,185

**Mfg. Year:** 2011

**Date in Service:** 2/14/2014

**Condition:** Used

**License Plate:** 9F19075

**Registration Exp:** 12/31/24

**Serial Number:** 1XPTD79X0BD134415

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number: 55 Category: Tractors**

**Start Reading:** 345,682

**Total Miles:** 165,664

<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX11.9 75001470
<b>Normal Use</b>	Bottom Dump
<b>Trans. Make</b>	FULLER FRO16210C
<b>Trans. Model</b>	UNIT TRANS S/N - S0854854
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	367
<b>Total Weight Required</b>	80,000
<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX11.9 75001519

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Mfg. Year: 2011

Date in Service: 3/28/2014

Condition: Used

License Plate: 9F19134

Registration Exp: 04/30/24

Serial Number: 1XPTD79X6BU134418

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 56 Category: Tractors

Start Reading: 307,877

Total Miles: 167,554

Mfg. Year: 2011

Normal Use	Bottom Dump
Steer Tire Size	11R22.5 ENDURANCE RSA
Trans. Make	FULLER FRO16210C TRANSMISSION
Trans. Model	UNIT TRANS S/N - S0855088
Vehicle Make	Peterbilt
Vehicle Model	367
Total Weight Required	80,000
Company	CMAT
Engine Make	CUMMINS
Engine Model	ISX11.9 75001446
Normal Use	Bottom Dump

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Date in Service:** 3/28/2014

**Condition:** Used

**License Plate:** 9F19133

**Registration Exp:** 04/30/24

**Serial Number:** 1XPTD79X3BD134408

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Steer Tire Size**

11R22.5

**Trans. Make**

FULLER FRO16210C  
TRANSMISSION

**Trans. Model**

UNIT TRANS S/N - S0854516

**Vehicle Make**

Peterbilt

**Vehicle Model**

367

**Total Weight Required**

80,000

**Unit Number: 57 Category: Tractors**

**Start Reading:** 324,284

**Total Miles:** 188,035

**Mfg. Year:** 2011

**Date in Service:** 4/7/2014

**Company**

CMAT

**Engine Make**

CUMMINS

**Engine Model**

ISX11.9 75001443

**Normal Use**

Bottom Dump

Unit Specification Data

Coordinated Universal Time

Condition:	Used	Steer Tire Size	11R22.5
License Plate:	9F21388	Trans. Make	FULLER FRO16210C TRANSMISSION
Registration Exp:	04/30/24	Trans. Model	UNIT TRANS S/N - S0854851
Serial Number:	1XPTD79X9BD134414	Vehicle Make	Peterbilt
Fuel Type:	Diesel	Vehicle Model	367
Employee Number:		Total Weight Required	80,000
Full Name:			
Current Book Value:			
Unit Number: 59	Category: Tractors	Company	CMAT
	Start Reading: 244,469	Engine Make	CUMMINS
	Total Miles: 142,817	Engine Model	ISX11.9 75001421
	Mfg. Year: 2011	Normal Use	Bottom Dump
	Date in Service: 4/17/2014	Steer Tire Size	11R22.5
	Condition: Used		

### Unit Specification Data

Coordinated Universal Time

<b>License Plate:</b> 9F21402	<b>Trans. Make</b>	FULLER FRO16210C TRANSMISSION
<b>Registration Exp:</b> 12/31/24	<b>Trans. Model</b>	UNIT TRANS S/N - S0854526
<b>Serial Number:</b> 1XPTD79X6BD134404	<b>Vehicle Make</b>	Peterbilt
<b>Fuel Type:</b> Diesel	<b>Vehicle Model</b>	367
<b>Employee Number:</b>	<b>Total Weight Required</b>	80,000
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Engine Make</b>	CUMMINS
<b>Unit Number: 60 Category: Tractors</b>	<b>Engine Model</b>	ISX11.9 75001472
<b>Start Reading:</b> 144,771	<b>Normal Use</b>	Bottom Dump
<b>Total Miles:</b> 173,712	<b>Trans. Make</b>	FULLER FRO16210C TRANSMISSION
<b>Mfg. Year:</b> 2011	<b>Trans. Model</b>	UNIT TRANS S/N - S0854923
<b>Date in Service:</b> 3/28/2014		
<b>Condition:</b> Used		



**Unit Specification Data**

Coordinated Universal Time

License Plate: 9F21422

Registration Exp: 12/31/24

Serial Number: 1XPTD79X3BD134411

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

537

**Unit Number: 61 Category: Tractors**

Start Reading: 377,544

Total Miles: 185,807

Mfg. Year: 2011

Date in Service: 3/28/2014

Condition: Used

License Plate: 9F21423

Registration Exp: 12/31/24

Vehicle Make Peterbilt

Vehicle Model 367

Total Weight Required 80,000

Company CMAT

Engine Make CUMMINS

Engine Model ISX11.9 75001442

Normal Use Bottom Dump

Trans. Make FULLER FRO16210C  
TRANSMISSION

Trans. Model UNIT TRANS S/N - S0854515

Vehicle Make Peterbilt

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

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<b>Serial Number:</b> 1XPTD79X4BD134398	<b>Vehicle Model</b>	367
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	80,000
<b>Employee Number:</b>	<b>Body Type</b>	Transfer
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Engine Make</b>	CAT
<b>Unit Number: 63</b> <b>Category: Tractors</b>	<b>Engine Model</b>	C13 LEE07484
<b>Start Reading:</b> 549,472	<b>Steer Tire Size</b>	11R22.5
<b>Total Miles:</b> 93,866	<b>Trans. Make</b>	FULLER FRO16210C
<b>Mfg. Year:</b> 2008	<b>Trans. Model</b>	UNIT TRANS S/N - K0680020
<b>Date in Service:</b> 5/16/2014	<b>Vehicle Make</b>	Peterbilt
<b>Condition:</b> Used	<b>Vehicle Model</b>	384
<b>License Plate:</b> 70269B2		
<b>Registration Exp:</b> 11/30/23		
<b>Serial Number:</b> 1XPVDU9X78D765257		

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Fuel Type: Diesel

Total Weight Required 80,000

Employee Number:

Full Name:

Current Book Value:

Unit Number: 64 Category: Tractors

Start Reading: 502,650

539

Total Miles: 81,091

Mfg. Year: 2017

Date in Service: 6/17/2021

Condition: Used

License Plate: 9G57986

Registration Exp: 04/30/24

Serial Number: 1XPXAP8X8HD418489

Fuel Type: Diesel

Employee Number:

Full Name:

Company CMAT

Engine Make PACCAR

Engine Model MX13

Normal Use Bottom Dump

Vehicle Make Peterbilt

Vehicle Model 389

Total Weight Required 80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Current Book Value:**

**Unit Number: 65** Category: Tractors

Start Reading: 552,775

Total Miles: 89,775

Mfg. Year: 2017

Date in Service: 6/17/2021

Condition: Used

License Plate: 9G57984

Registration Exp: 04/30/24

Serial Number: 1XPXAP8X6HD418491

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Company CMAT

Engine Make PACCAR

Engine Model MX13

Normal Use Bottom Dump

Vehicle Make Peterbilt

Vehicle Model 389

Total Weight Required 80,000

**Unit Number: 66** Category: Tractors

Start Reading: 375,977

Company

CMAT

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

<b>Total Miles:</b> 159,765	<b>Engine Make</b>	CUMMINS
<b>Mfg. Year:</b> 2010	<b>Engine Model</b>	ISX15 79373497 15L
<b>Date in Service:</b> 1/28/2016	<b>Normal Use</b>	Bottom Dump
<b>Condition:</b> Used	<b>Trans. Make</b>	FULLER FRO16210C TRANSMISSION
<b>License Plate:</b> 9F33228	<b>Trans. Model</b>	UNIT TRANS S/N - S0767375
<b>Registration Exp:</b> 12/31/24	<b>Vehicle Make</b>	Peterbilt
<b>Serial Number:</b> 1XPXA48X9AD103009	<b>Vehicle Model</b>	389
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	80,000
<b>Employee Number:</b>	<b>Body Type</b>	BOTTOM DUMP
<b>Full Name:</b>	<b>Company</b>	CMAT
<b>Current Book Value:</b>	<b>Drive Tire Size</b>	295/75R22.5 - 14 PLY
<b>Unit Number: 67</b>	<b>Category: Tractors</b>	
<b>Start Reading:</b> 210,524		
<b>Total Miles:</b> 38,298		

541

Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Mfg. Year: 2017

Date in Service: 3/30/2023

Condition: Used

License Plate: 9F67615

Registration Exp: 12/31/24

Serial Number: 1XPCAP8X9HD421769

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 68 Category: Tractors

Start Reading: 496,461

Total Miles: 193,086

Mfg. Year: 2011

E-Mail Address

SHOPMANAGER@CALIFORNIAMATERIALS.COM

Engine Make

PACCAR

Engine Model

MX13

Steer Tire Size

295/75R22.5 - 14 PLY

Trans. Make

EATON

Trans. Model

FRO14210C

Vehicle Make

Peterbilt

Vehicle Model

567

Total Weight Required

80,000

Company

CMAT

Engine Make

CUMMINS

Engine Model

ISX15 79400111 15L

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

<b>Date in Service:</b> 1/28/2016	<b>Normal Use</b>	Bottom Dump
<b>Condition:</b> Used	<b>Trans. Make</b>	FULLER FRO16210C TRANSMISSION
<b>License Plate:</b> 9F97113	<b>Trans. Model</b>	UNIT TRANS S/N - S07966603
<b>Registration Exp:</b> 12/31/24	<b>Vehicle Make</b>	Peterbilt
<b>Serial Number:</b> 1XPXA48X3BD110345	<b>Vehicle Model</b>	389
<b>Fuel Type:</b> Diesel	<b>Total Weight Required</b>	80,000
<b>Employee Number:</b>	<b>Company</b>	CMAT
<b>Full Name:</b>	<b>Engine Make</b>	CUMMINS
<b>Current Book Value:</b>	<b>Engine Model</b>	ISX15 79530351
<b>Unit Number:</b> 72 <b>Category:</b> Tractors	<b>Normal Use</b>	
<b>Start Reading:</b> 315,497		
<b>Total Miles:</b> 124,629		
<b>Mfg. Year:</b> 2012		
<b>Date in Service:</b> 8/31/2016		

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

Condition: Used

License Plate: 9F72208

Registration Exp: 09/30/24

Serial Number: 1XPWD49X2CD168899

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Unit Number: 73 Category: Tractors

Start Reading: 350,208

Total Miles: 144,159

Mfg. Year: 2012

Date in Service: 10/20/2016

Condition: Used

Steer Tire Size 11R22.5

Trans. Make FULLER FRO16210C  
TRANSMISSION

Vehicle Make Peterbilt

Vehicle Model 388

Total Weight Required 80,000

Company CMAT

Engine Make PACCAR

Engine Model MX13

Normal Use

Trans. Make FULLER RTO16915  
TRANSMISSION

Trans. Model UNIT TRANS S/N - K0825377



### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

License Plate: 9F46039

Registration Exp: 11/30/24

Serial Number: 1XPWDP9XXCD122061

Fuel Type: Diesel

Employee Number:

Full Name:

Current Book Value:

Vehicle Make Peterbilt

Vehicle Model 388

Total Weight Required 80,000

Unit Number: 75 Category: Tractors

Start Reading: 351,687

Total Miles: 81,809

Mfg. Year: 2014

Date in Service: 11/24/2020

Condition: Used

License Plate: 88006N1

Body Type Company CMAT

Engine Make PACCAR

Engine Model PX-9

Vehicle Make Peterbilt

Vehicle Model 384

Total Weight Required 80,000

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Registration Exp:** 12/31/24

**Serial Number:** 1NPVLJ9X4ED235612

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Unit Number:** 76 **Category:** Tractors

**Start Reading:** 377,181

**Total Miles:** 64,454

**Mfg. Year:** 2014

**Date in Service:** 1/1/2021

**Condition:** Used

**License Plate:** 98999M1

**Registration Exp:** 12/31/24

**Serial Number:** 1NPVLJ9X8ED235614

**Fuel Type:** Diesel

**Employee Number:**

<b>Body Type</b>	CMAT
<b>Company</b>	CUMMINS
<b>Engine Make</b>	ISL9 ESN 73508367
<b>Engine Model</b>	Dump
<b>Normal Use</b>	Peterbilt
<b>Vehicle Make</b>	380
<b>Vehicle Model</b>	80,000
<b>Total Weight Required</b>	

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Full Name:**

**Current Book Value:**

**Unit Number: 77 Category: Tractors**

**Start Reading: 329,506**

**Total Miles: 112,790**

**Mfg. Year: 2014**

**Date in Service: 3/1/2021**

**Condition: Used**

**License Plate: 88001N1**

**Registration Exp: 12/31/24**

**Serial Number: 1NPVLJ9XXED235615**

**Fuel Type: Diesel**

**Employee Number:**

**Full Name:**

**Current Book Value:**

**Company**

**Normal Use**

**Vehicle Make**

**Vehicle Model**

**Total Weight Required**

CMAT

Dump

Peterbilt

384

80,000

**Unit Number: 78 Category: Tractors**

**Start Reading: 371,682**

**Company**

**Engine Make**

CMAT

PACCAR

### Unit Specification Data

1/26/2024 4:27:54 PM

Coordinated Universal Time

**Total Miles:** 96,393

**Mfg. Year:** 2014

**Date in Service:** 3/1/2021

**Condition:** Used

**License Plate:** 88003N1

**Registration Exp:** 12/31/24

**Serial Number:** 1NPVLJ9X1ED235616

**Fuel Type:** Diesel

**Employee Number:**

**Full Name:**

**Current Book Value:**

<b>Engine Model</b>	PX9
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	384
<b>Total Weight Required</b>	80,000

**Unit Number:** 79 **Category:** Tractors

**Start Reading:** 395,330

**Total Miles:** 108,428

**Mfg. Year:** 2014

**Date in Service:** 1/25/2021

**Condition:** Used

<b>Company</b>	CMAT
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	384
<b>Total Weight Required</b>	80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

**License Plate:** 98943M1  
**Registration Exp:** 12/31/23  
**Serial Number:** 1NPVLJ9X6ED235613  
**Fuel Type:** Diesel  
**Employee Number:**  
**Full Name:**  
**Current Book Value:**

549 **Unit Number: 80 Category: Tractors**

**Start Reading:** 97,270

**Total Miles:** 63,211

**Mfg. Year:** 2015

**Date in Service:** 1/1/2021

**Condition:** Used

**License Plate:** 9E91732  
**Registration Exp:** 03/31/24  
**Serial Number:** 1XPXD49X5FD256256  
**Fuel Type:** Diesel  
**Employee Number:**

<b>Company</b>	CMAT
<b>Engine Make</b>	CUMMINS
<b>Engine Model</b>	ISX15
<b>Vehicle Make</b>	Peterbilt
<b>Vehicle Model</b>	389
<b>Total Weight Required</b>	80,000

**Unit Specification Data**

1/26/2024 4:27:54 PM

Coordinated Universal Time

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Full Name:

Current Book Value:

PandL Hier	PandL Hierarchy: Account NUMBER*NAME - Hierarchy Structure - L05	Previous Fiscal YE Actual
	Gross Profit Income	\$48,734,123.93
	Cost Of Goods Sold	\$28,139,497.12
	<b>Total</b>	<b>\$20,594,626.81</b>
Expense	6000 · Advertising & promotion	\$60,970.33
	6001.60 · Advertising	\$9,628.50
	6002.60 · Agency Fees	\$5,977.03
	6075 · Bond Expense	\$0.00
	61000 · Business Licenses and Permits	\$6,700.50
	6120 · Bank Service Charges	\$60,308.33
	6120.60 · Bank Service Charges	\$8,814.42
	61200 · Bank Service Charges	\$798.63
	6121 · Late Fees/Finance Charges	\$0.00
	6130 · Bad Debt	\$4,675.83
	6135 · Billing System	\$9,603.00
	6140 · Contributions	\$22,075.00
	61400 · Charitable Contributions	\$3,300.00
	6145 · Damages	(\$3,195.93)
	6150 · Consulting	\$252,170.51
	6155 · Drug Consortium	\$11,284.71
	6160 · Dues and Subscriptions	\$48,795.07
	6162.60 · Dues and Subscriptions	\$6,508.82
	61700 · Computer and Internet Expenses	\$0.00
	6180 · Insurance	\$1,985,508.96
	6195.60 · Health Insurance	\$44,185.42
	6196.60 · Liability Insurance	\$12,181.92
	6197.60 · Worker's Comp Insurance	\$34,536.48
	6198.60 · Inland Marine Insurance	\$5,320.54
	6199.6 · Umbrella Insurance	\$9,492.63
	6230 · Licenses and Permits	\$237,839.76
	6231.60 · Licenses and Permits	\$19,852.66
	6240 · Miscellaneous	\$0.00
	6240.60 · Miscellaneous Expense	\$0.00
	6245 · Office Supplies	\$81,530.08
	6245.60 · Office Supplies	\$30,034.36
	6247 · Outside Labor	\$62,448.58
	6248 · Tolls, Parking, Scales	\$23,673.55
	6250 · Postage and Delivery	\$6,399.57
	6250.60 · Postage and Delivery	\$1,607.87
	6270 · Professional Fees	\$223,592.23
	6270.60 · Professional Fees	\$6,228.20
	6271.60 · Legal Fees	\$3,404.46
	6272.60 · Accounting Fees	\$5,970.33
	6272.70 · Consulting Fees	\$5,600.41
	6275 · Outside Labor	\$9,571.50
	6280 · Payroll Expenses	\$7,807,746.76
	6290 · Rent Expense - Facility	\$725,000.00
	6290.60 · Rent Expense - Recycle Facility	\$475,965.31
	6291 · Rent - Storage	\$9,724.10
	6293 · Truck Cameras/Tablets	\$104,678.11
	6294 · Equipment Rent - Office	\$11,365.39
	6295 · Equipment Rent - Radios,GPS,etc	\$26,046.22
	6300 · Repairs & Maintenance-Building	\$170,545.78
	6300 · Repairs and Maintenance	\$147,712.16
	6301 · Repairs & Maintenance-Shop	\$2,112,798.99
	6305 · Building Repairs	\$0.00
	6305.60 · Repairs & Maintenance - Facilit	\$428.54
	6306.60 · Building Security	\$2,310.03
	6310 · Computer/Telephone Repairs	\$1,225.00
	6314.60 · Parts	\$14,098.53
	6330 · Safety Supplies/First Aid	\$41,135.00
	6330.60 · Safety Supplies / First Aid	\$16,140.83
	63300 · Insurance Expense	\$4,765.02
	6334 · Shop Supplies	\$15,305.40
	6360 · Taxes	\$177,624.38
	63600 · Janitorial Services	\$4,850.00
	6362.60 · Property Taxes	\$37,802.14
	6370 · Telephone	\$13,074.16
	6370.60 · Telephone Expense	\$11,504.60
	63700 · Landscaping and Groundskeeping	\$6,300.00
	6371 · Internet Expense	\$3,787.79
	6372.60 · Computer and Internet Expense	\$23,315.07
	6375 · Small Tools	\$4,583.87
	6380 · Travel & Ent	\$318,016.24
	6380 · Travel Expense	\$9,767.99

6381.60 · Travel & Lodging	\$901.96
6382.60 · Meals & Entertainment	\$1,154.07
6383.60 · Gift & Promotions	\$1,608.56
6389 · Uniforms	\$21,817.40
6389.60 · Uniforms	\$1,083.77
6390 · Utilities	\$82,788.91
6400.60 · Electricity & Gas	\$14,891.86
6408.60 · Trash & Sewer	\$2,182.03
6410.60 · Water	\$24,898.17
64900 · Office Supplies	\$2,241.73
6501 · Fuel & Oil--	\$231,648.20
6502 · Parts	\$313.52
6505 · Utilities-	\$55,418.69
6510 · Equipment Repairs	\$0.00
6550 · Equipment Rental-	\$25,950.38
6550 · Late Fees	\$0.00
66700 · Professional Fees	\$137,783.75
67200 · Repairs and Maintenance	\$78,288.78
68000 · Taxes	\$12,509.54
7205 · Interest Expense	\$24,842.60
7220 · Depreciation Expense	\$168,000.00
7240 · Other Expense- Bad Debt	\$1,406.13
7299 · State Franchise Taxes	\$43,580.79
<b>Total</b>	<b>\$16,548,322.51</b>
Other Inco <b>r Total</b>	<b>\$1,316,711.13</b>
Other Expe <b>s Total</b>	<b>\$1,408,732.71</b>
<b>Total</b>	<b>\$3,954,282.72</b>



Company Name

BS Hierarchy: Account NUMBER\*NAME - Hierarchy Structure - L03

BS Hierarchy: Account NUMBER\*NAME - Hierarchy Structure - L04

Total  
≠ Previous Year Actuals

ASSETS Current As: Checking/Savings

Accounts Receivable

Other Current Assets

1000 - Checking-F&M 2301	\$158,195.32
1000 - Community Biz Bank - 4644	\$0.00
1000 - Community Biz Bank - 5328	\$0.00
1000 - F&M Bank-2801	\$182,780.44
10000 - Community Biz Bank - 5336	\$0.00
1001 - F&M Bank 4500151001-Payroll	\$0.00
1001 - Shopify Holding Account	\$13,344.90
1001 - Suncrest Bank	\$0.00
1002 - Checking-US Bank-9555	\$0.00
1002 - F&M Bank	\$320,710.37
10020 - United Business Bank-3212	\$0.00
10021 - United Business Bank-12002705	\$0.00
10022 - F&M BANK 4500280001	\$67,827.36
1003 - F & M Bank	\$56,898.52
1003 - F&M Bank Payroll 45-000506-01	\$0.00
1004 - Mission Bank - 6043	\$0.00
1005 - Checking - US bank - 181278	\$0.00
1006 - F&M Bank-13101	\$665,508.70
1007 - F&M Bank Payroll - 4500150201	\$0.00
1010 - Checking-US Bank-9548	\$0.00
1010 - Wells Fargo-Checking-54801	\$0.00
1015 - Wells Fargo-Savings	\$0.00
1025 - Check - Bank of the West--9973	\$0.00
1060 - F & M Bank	\$0.00
1100 - Petty Cash	\$700.00
1101 - Petty Cash	\$300.00
1102 - Cash Drawer	\$0.00
1103 - Cash Drawer 2	\$0.00
1999 - Bay Cities Joint Check	\$0.00
2050 - Amex-Gold	(\$3,490.54)
2051 - AMEX-Gold	(\$2,694.05)
2051 - Capital One Venture X	(\$2,825.40)
2052 - Capital One Venture X	(\$5,122.90)
2054 - AMEX-Platinum	(\$60,787.63)
2056 - Capital One Venture X	(\$8,577.54)
2081 - AMEX-Gold	(\$14,302.22)
2082 - Capital One Venture X	(\$18,976.76)
<b>Total</b>	<b>\$1,349,488.57</b>
11000 - Accounts Receivable	\$0.00
1200 - Accounts Receivable	\$8,658,185.73
1215 - Certified Payroll Withheld	\$0.00
<b>Total</b>	<b>\$8,658,185.73</b>
- Account for Credit Transfer	\$0.00
1100 - Petty Cash	\$1,600.00
12000 - Undeposited Funds	\$0.00
12001 - Loan to CMAT Mobile	\$0.00
12002 - Loan to California Materials	\$0.00
1201 - Undeposited Funds	\$0.00
1202 - Loan to Clean Planet	\$0.00
1203 - Loan To/From California Mat'l's	\$0.00
1204 - Loan to EJR, LLC	\$0.00
1205 - Employee Advances	\$0.00
1210 - Inventory Asset	\$50,540.00
1210 - Parts Inventory	\$0.00
12101 - Prepaid Deposits	\$131,599.92
1220 - Inventory Asset	\$214,656.70
12200 - Western Pacific Truck School	\$0.00
12201 - Truck Masters, Inc Loan	\$0.00
12203 - Promissory Note-CW	\$0.00
12220 - Michelada Mix El Cejas LLC	\$94,335.00
1230 - Loan to California Materials	\$246,054.02
1230 - Loan To CMAT Mobile Crushing	\$785,011.94
1231 - Loan to EJR, LLC	\$534,988.14
1232 - Loan to California Materials	\$261,173.32
1235 - Loan to EJR,LLC	\$1,637,306.82
1235 - Loan to Element Landscape Mat	\$133,924.60
1240 - Loan to Clean Planet	\$0.00
1240 - Promissory Note-New Horizon Ent	\$0.00
1245 - Loan to BND Transport, Inc.	\$0.00
1246 - Element Landscape Loan/To	\$0.00
1250 - N/R - J R	\$0.00
1251 - New Horizons Enterprises-Note	\$0.00
1252 - NE Promissory Note	\$0.00
1253 - Promissory Note--Midgley	\$0.00
1254 - Promissory Note-Garcia Trucking	\$40,000.00
1255 - Loan to Doreen Rogers	\$155,279.00
1255 - Shareholder Loan	\$3,025.30
1260 - Payroll Tax Refunds Receivable	\$0.00
1320 - Prepaid Expense/Deposits	\$14,403.31
1350 - Prepaid Expense	\$103,108.66
1400 - Employee Advances	\$0.00
1425 - N/R - Munari	\$0.00
1426 - N/R - Horton	\$0.00
1450 - CD US Bank	\$16,114.33
1451 - Bond Deposits	\$0.00

	1499 · Undeposited Funds	\$0.00
	1600 · Prepaid deposits	\$33,952.14
	2040 · Loan to Shareholder	\$0.00
	2120 · Health Insurance - Pre-paid	\$4,779.92
	2120 · Payroll Asset	\$5,000.00
	2121 · Payroll Advance	\$1,730.73
	<b>Total</b>	<b>\$4,468,583.85</b>
<b>Total</b>		<b>\$14,476,258.15</b>
<b>Fixed Asset</b>	<b>Total</b>	<b>\$0.00</b>
· Cabinets/Counter Tops	<b>Total</b>	<b>\$0.00</b>
· Ceiling	<b>Total</b>	<b>\$0.00</b>
· Doors and Windows	<b>Total</b>	<b>\$0.00</b>
· Drywall	<b>Total</b>	<b>\$0.00</b>
· Electrical	<b>Total</b>	<b>\$0.00</b>
· Flooring	<b>Total</b>	<b>\$0.00</b>
· Framing	<b>Total</b>	<b>\$0.00</b>
· HVAC	<b>Total</b>	<b>\$0.00</b>
· Painting	<b>Total</b>	<b>\$0.00</b>
· Plumbing	<b>Total</b>	<b>\$0.00</b>
· Property Upgrades	<b>Total</b>	<b>\$0.00</b>
· Roofing	<b>Total</b>	<b>\$0.00</b>
· Stucco	<b>Total</b>	<b>\$0.00</b>
13000 · 3736 S Highway 99 Stockton CA	<b>Total</b>	<b>\$1,578,574.77</b>
13075 · Rental Building #5-Munford	<b>Total</b>	<b>\$376,332.00</b>
13076 · Rental Building #6 Sacramento	<b>Total</b>	<b>\$494,540.16</b>
13077 · 4621 Glass Ct	<b>Total</b>	<b>\$497,450.00</b>
13100 · Security/Data/Phones	<b>Total</b>	<b>\$12,473.05</b>
13101 · Rental Building-New Shop	<b>Total</b>	<b>\$1,516,831.15</b>
1500 · Machinery & Equipment	<b>Total</b>	<b>\$7,053,908.66</b>
15000 · Furniture and Equipment	<b>Total</b>	<b>\$39,457.48</b>
1505 · Land / Quarry	<b>Total</b>	<b>\$433,337.18</b>
1510 · Office Furniture & Equipment	<b>Total</b>	<b>\$86,613.38</b>
1515 · Building Improvements	<b>Total</b>	<b>\$190,629.61</b>
1515 · Buildings	<b>Total</b>	<b>\$19,725.00</b>
1516 · Improvements	<b>Total</b>	<b>\$145,614.79</b>
1519 · Land Improvements\Quarry	<b>Total</b>	<b>\$273,997.70</b>
1520 · Trucks	<b>Total</b>	<b>\$10,606,160.76</b>
1521 · Land \ Quarry	<b>Total</b>	<b>\$0.00</b>
1525 · Trailers	<b>Total</b>	<b>\$1,417,871.82</b>
1530 · Vehicles	<b>Total</b>	<b>\$982,106.55</b>
1540 · Improvements	<b>Total</b>	<b>\$94,984.86</b>
1590 · Accumulated Depreciation	<b>Total</b>	<b>(\$9,516,725.25)</b>
1695 · Accumulated Depletion	<b>Total</b>	<b>(\$440,697.86)</b>
1700 · Accumulated Depreciation	<b>Total</b>	<b>(\$759,402.42)</b>
17000 · Accumulated Depreciation	<b>Total</b>	<b>(\$393,351.00)</b>
<b>Total</b>	<b>Total</b>	<b>\$14,710,432.39</b>
<b>Other Asse</b>	<b>Total</b>	<b>\$68,183.00</b>
1255 · Shareholder Loan	<b>Total</b>	<b>\$0.00</b>
1325 · Due From Shareholder	<b>Total</b>	<b>\$207,002.62</b>
1452 · Venture Captive Collateral	<b>Total</b>	<b>\$1,546,255.90</b>
1555 · Due From Shareholder	<b>Total</b>	<b>(\$1,285.54)</b>
1600 · Intangibles Assets	<b>Total</b>	<b>\$0.00</b>
1700 · Escrow Account	<b>Total</b>	<b>\$1,315,493.69</b>
17100 · Land	<b>Total</b>	<b>\$100,000.00</b>
1720 · Elder Creek Contract	<b>Total</b>	<b>\$28,693.95</b>
17200 · Design/Engineering/Permits	<b>Total</b>	<b>\$12,912.00</b>
17220 · Loan Fees-3736 S Hwy 99	<b>Total</b>	<b>\$2,750.00</b>
17221 · Loan Fee-160025800	<b>Total</b>	<b>\$12,550.00</b>
17910 · F&M BANK LOAN FEE-4500280030	<b>Total</b>	<b>\$189,314.98</b>
1800 · Deposits	<b>Total</b>	<b>\$0.00</b>
1800 · Loan Fees-Terex Finc.	<b>Total</b>	<b>(\$11,561.00)</b>
18000 · Accumulated Amortization	<b>Total</b>	<b>(\$16,818.00)</b>
18005 · Accum Amortization-Org Co	<b>Total</b>	<b>\$0.00</b>
1806 · 1806 - Payroll Clearing	<b>Total</b>	<b>\$0.00</b>
1806 · 1806 - Prepaid Payroll	<b>Total</b>	<b>\$0.00</b>
1825 · Accumulated Amortization	<b>Total</b>	<b>\$0.00</b>
<b>Total</b>		<b>\$3,453,491.60</b>
<b>LIABILITIES</b>		<b>\$32,640,182.14</b>
<b>Liabilities</b>	<b>Current Liabilities</b>	<b>\$598,671.63</b>
	Accounts Payable	\$0.00
	Credit Card	\$7,255,837.68
	Other Current Liabilities	\$7,854,509.31
	<b>Total</b>	<b>\$794,677.51</b>
	23030 · Louis H Voss Recovable Trust	\$0.00
	2400 · N/P - US Bank - #26	\$0.00
	2400 · Note Payable - Terex	\$0.00
	2401 · F&M Bank Loan 45-145628-30	\$146,271.17
	2401 · Note Payable-Northland Capital	\$8,924.64
	2402 · Ally -2010 Chevy p-up 442.64	\$0.00
	2402 · F&M Bank Loan 45-145628-32	\$0.00
	2402 · Note Payable-De Lage 10156033	\$0.00
	2403 · Note Payable-De Lage 10225014	\$0.00
	2404 · F&M Bank Loan 4500050630	\$69,996.20
	2404 · N/P - Chase Auto	\$0.00
	2405 · F&M Loan-4514562833	\$0.00
	2405 · Loan from BND Transport	\$133,924.60
	2406 · DeLage Financial-500-50275681	\$46,952.84
	2406 · N/P - Terex	\$0.00
	2406 · Zaxis Finance Loan #146079	\$91,665.36
	2407 · F&M Bank Loan 4500050631	\$358,330.54

	2408 · N/P - First Citizens #15957	\$141,629.20
	2409 · N/P - First Citizens #17368	\$142,886.12
	2410 · F&M Bank Loan 450005063 2	\$513,821.50
	2410 · N/P - Wells Fargo Dealer Servc	\$0.00
	2411 · Loan Obligation	\$1,637,747.91
	2420 · TFS Capital Funding - 07 Pegson	\$0.00
	2421 · N/P - Powerscreen	\$0.00
	2422 · N/P - US Bank - # 91	\$0.00
	2423 · N/P - US Bank - # 75	\$0.00
	2426 · US Bank - Term Loan- #166	\$0.00
	2427 · N/P-Superior Trailer #15	\$0.00
	2429 · Wells Fargo-173337411-26	\$0.00
	2431 · Wells Fargo-3326784199-26	\$0.00
	2432 · Community Bank LOC #1 90208-29-	\$0.00
	2433 · Community Bank #2 90208-5000	\$0.00
	2434 · Community Bank #3 90208-6800	\$0.00
	2435 · Community Bank Loan #4 90208-84	\$0.00
	2436 · Community Biz Bank 90209-5200	\$0.00
	2450 · Less Current Portion of LT Debt	(\$276,482.64)
	24900 · Bay Comm'l Bank- 621960900	\$0.00
	24902 · NP-SBA LOC Bay Comm'l-621963300	\$0.00
	24904 · United Business Bank 16005800	\$0.00
	24905 · United Business Bank 160025800	\$0.00
	24906 · F&M BANK LOAN 4500280031-SAC	\$381,463.88
	24907 · F&M BANK LOAN 4500280030-CM BLD	\$2,394,608.64
	25000 · Less Current Portion of LTD	(\$98,617.39)
	2520 · Ford Credit	\$24,025.89
	2521 · GM Financial	\$5,833.10
	2522 · N/P - Wells Fargo Equipment 701	\$0.00
	2523 · N/P - Wells Fargo Equipment 703	\$0.00
	2524 · N/P - Wells Fargo Equipment 702	\$0.00
	2525 · N/P - Wells Fargo Equipment 704	\$0.00
	2526 · N/P - Wells Fargo Equipment 705	\$0.00
	2527 · N/P - Wells Fargo Equipment 706	\$0.00
	2528 · F&M Bank Loan 4500013131	\$0.00
	2529 · F&M Bank Loan 4500013130	\$0.00
	2530 · F&M Bank Loan 4500013133	\$133,356.15
	2532 · F&M Bank Loan 4500013134	\$330,657.87
	2533 · F&M Bank Loan 4500013135	\$1,365,036.43
	2534 · F&M Bank Loan 4500013137	\$552,577.38
	2535 · F&M Bank Loan 4500013138	\$277,155.21
	2602 · N/P - Terex Financial Services2	\$0.00
	2604 · Bay Commercial Bank #494800	\$0.00
	2604 · Community Bank of San Joaquin	\$0.00
	2660 · N/P - TFS Capital Funding	\$0.00
	2665 · Wells Fargo Equip Fin # 935-700	\$0.00
	2665 · Wells Fargo Equipment Financing	\$0.00
	2670 · Bank Of The West Equip. Finance	\$0.00
	2671 · Ford Motor Credit	\$0.00
	2671 · Ford Motor Credit 769.46	\$0.00
	2672 · Community Business Bank	\$0.00
	2673 · De Lage Landen Financial-#4104	\$0.00
	2674 · De Lage Landen Financial-#3097	\$0.00
	2675 · De Lage Landen Financial-#6934	\$54,817.99
	2676 · F&M Bank Loan 4500049231	\$85,956.24
	2699 · Less Curr Portion Long Term Deb	(\$1,117,568.15)
	<b>Total</b>	<b>\$8,199,648.19</b>
	<b>Total</b>	<b>\$16,054,157.50</b>
	<b>Total</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$10,000.00</b>
	<b>Total</b>	<b>\$336,133.86</b>
	<b>Total</b>	<b>\$282,780.47</b>
	<b>Total</b>	<b>\$0.00</b>
	<b>Total</b>	<b>\$10,000.00</b>
	<b>Total</b>	<b>(\$538,036.22)</b>
	<b>Total</b>	<b>\$27,106.31</b>
	<b>Total</b>	<b>(\$7,836.48)</b>
	<b>Total</b>	<b>\$1,321,227.66</b>
	<b>Total</b>	<b>\$266,670.86</b>
	<b>Total</b>	<b>(\$230,641.58)</b>
	<b>Total</b>	<b>\$11,154,337.04</b>
	<b>Total</b>	<b>\$3,954,282.72</b>
	<b>Total</b>	<b>\$16,586,024.64</b>
<b>Total</b>		<b>\$32,640,182.14</b>
		<b>\$65,280,364.28</b>

Applied filters: Company Name is BND Transport, Inc., California Materials, Inc., Clean Planet, Inc., CMAT Mobile Crushing, Inc, EJR LLC, or Element Landscape Materials, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/27/2024

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

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

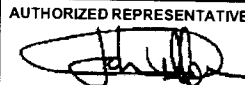
<b>PRODUCER</b> Acrisure of California, LLC Dillon Risk Management & Insurance Services 4180 Douglas Blvd #100 Granite Bay CA 95746		<b>CONTACT NAME:</b> Certificate Requests <b>PHONE (A/C, No, Ext):</b> 866-876-4193 <b>FAX (A/C, No):</b> 916-486-1851 <b>E-MAIL ADDRESS:</b> DRM-Certificates@Acrisure.com	
<b>INSURED</b> California Materials, Inc. P.O. Box 32314 Stockton CA 95213		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Interstate Insurance <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
License#: 0K07568 CALIF-4		<b>NAIC #</b> 32620	

**COVERAGES**                      **CERTIFICATE NUMBER:** 423444954                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			VPP4900099-01	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		VPP4900099-01	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED      RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VVC4900099-01	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Motor Truck Cargo Trailer Interchange			VPP4900099-01	3/1/2024	3/1/2025	Limit / Ded 200,000 / 1,000 Limit / Ded 50,000 / 2,500

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
City of Lathrop, Its Officers, and Employees are included as Additional Insured applicable to the Auto Liability policy per attached endorsement.

<b>CERTIFICATE HOLDER</b>  City of Lathrop 390 Towne Center Drive Lathrop CA 95330	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
TRUCKERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

**Who Is An Insured** under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

- a. currently in effect or becoming effective during the term of the policy; and
- b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.
2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.
3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.



Parks and Recreation Department

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

**INDUSTRIAL REFUSE COLLECTION  
 LICENSE APPLICATION**

COMPANY NAME: California Waste Recovery Systems LLC

ADDRESS: 175 Enterprise Court, Suite A Galt, Ca 95632

PHONE/FAX 209-369-6887

EMAIL: dmv@cal-waste.com

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

	<b>CHECK IF ENCLOSED</b>
PROPOSED CUSTOMERS LIST (Names and Addresses):	<u>  x  </u>
SIGNED STATEMENTS FROM NEW INDUSTRIAL CUSTOMERS ADDRESSED TO CITY (See Municipal Code section 8.16.140.2):	<u>          </u>
NUMBER, KIND, AND CAPACITY OF VEHICLES AND OTHER EQUIPMENT (Must be in compliance with all applicable air pollution control laws):	<u>  x  </u>
ORIGINAL PERFORMANCE BOND OR OTHER SECURITY ATTACHED (\$25,000) - <b>OR-</b> MOST RECENT FINANCIAL STATEMENT AND/OR AUDIT (The applicant shall provide proof of financial ability to provide service contemplated by the application)	<u>  x  </u>
INSURANCE CERTIFICATE NAMING THE CITY, ITS OFFICES AND EMPLOYEES AS AN ADDITIONAL INSURED (See Municipal Code section 8.16.140.1 for Insurance Requirements):	<u>  x  </u>
LICENSE FEE ENCLOSED (\$2,500)	<u>  x  </u>
ADMINISTRATION FEE (\$92)	<u>  x  </u>



Parks and Recreation Department

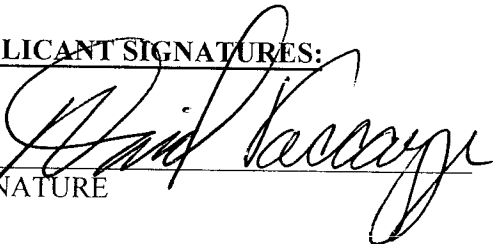
390 Towne Centre Drive, Lathrop, CA 95330  
Phone (209) 941-7370  
www.ci.lathrop.ca.us

TYPE OF WASTE REMOVAL SERVICE:

Trash, Recycling and Organic Waste.

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

**APPLICANT SIGNATURES:**

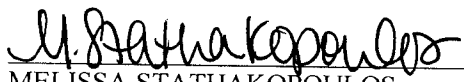
  
SIGNATURE

2/22/2024  
DATE

Dave Vaccarezza  
PRINT NAME

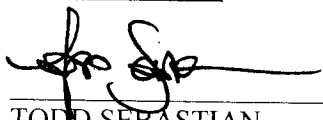
Owner  
TITLE

**PROCESSED BY:**

  
MELISSA STATHAKOPOULOS  
MANAGER  
PARKS AND RECREATION DEPARTMENT

3/4/24  
DATE

**APPROVED BY:**

  
TODD SEBASTIAN  
DIRECTOR  
PARKS, RECREATION & FLEET SERVICES

3/6/24  
DATE



February 29, 2024

Dear Ms. Stathakopoulos,

I am writing on behalf of Cal-Waste Recovery Systems to formally request to be licensed as a waste collector in the City of Lathrop. Enclosed with this letter, you will find all the necessary documentation and information required for our application.

Enclosed documents include:

Copy of Application

Annual Licensing Fee Check (Check number 63894) for \$2592.00

Certificate of Insurance

Letter of Credit from Comerica Bank

List of rolling stock available to perform the services

Statement from Cal-Waste relative to calling on customers without a refuse collection license

Meticulous preparation has been undertaken to ensure compliance with the city's regulations and standards. Cal-Waste Recovery Systems is committed to delivering high-quality waste collection services to the residents and businesses of Lathrop.

Understanding the importance of responsible waste management, we are eager to contribute positively to the community. Our team is dedicated to maintaining the cleanliness and sustainability of your city through our efficient waste collection practices.

We are excited about the prospect of bringing our services to the city of Lathrop and are confident that our partnership will be mutually beneficial. Thank you for considering our application.

Please do not hesitate to contact us if any further information or clarification is required regarding our application.

Sincerely,

A handwritten signature in black ink that reads "David Vaccarezza".

David Vaccarezza  
Owner







February 29, 2024

City of Lathrop  
Parks and Recreation Department  
Attention: Melissa Stathakopoulos  
390 Towne Centre Drive  
Lathrop, Ca 95330

Dear Ms. Stathakopoulos,

California Waste Recovery Systems, LLC (Cal-Waste) is not a licensed Solid Waste Collector in the City of Lathrop. The Refuse Collection License Application requests "Signed statements from new industrial customers addressed to City". Based upon advise from our attorney and out of professional courtesy to the current licensed industrial haulers for the City of Lathrop, Cal-Waste has chosen to not solicit customers as an unlicensed hauler in the city limits. Upon approved license, Cal-Waste will gladly submit signed statements from new industrial customers addressed to the City pursuant to City code and regulations.

If we have somehow misinterpreted the applications intent. Please reach out to me to clarify.

Sincerely,

A handwritten signature in black ink, appearing to read "David Vaccaresza", is written over a white background.

David Vaccaresza  
Owner



**GALT**

**City Of Lathrop**

UNIT No.	Class	VIN	License Plate	Weight
2328 SPARE	Front Loader	4V5HCFD0VR736432	5K49305	54999
2330	Front Loader	5VCDC6UE43N194253	05603N2	60000
2331	Front Loader	5VCDC6UE03N194251	40079B3	60000
2337	Front Loader	5VCDC6KF99H208344	51670U2	60000
2338	Front Loader	5VACL6F7CH214517	01045H1	60000
2341	Front Loader	5VACLUF6HH223512	89342D2	60000
2344	Front Loader	5VACLVF5DH216155	32289P2	54999
2347	Front Loader	5VCACLEF0MC233829	41481G3	54999
2348	Front Loader	5VCACLEG7NC237130	45472J3	60000
2349	Front Loader	5VCACLEG0NC237129	45474J3	60000
2350	Front Loader	5VCACLEF6NC237272	16888L3	54999
<b>Total Front Load</b>	<b>11</b>			
2115 SPARE	Roll Off	4V2JCBPF0SR832984	7Y21801	54999
2118	Roll Off	4V2DCFHD7RN685405	7D71761	54999
2120	Roll Off	4VGJDARF9VR856252	95517K2	54999
2122	Roll Off	4V4JBBPF4VN854153	7R67264	50000
2123	Roll Off	4V4JDBPF9TN843897	8P91243	54999
2124	Roll Off	4VGJDEPF6XN865494	7Z65959	80000
2125	Roll Off	4VGJDEPF4WN861099	8W44504	50000
2126	Roll Off	1XPHD49X2DD201331	72245R2	80000
2127	Roll Off	1XPHD49X7DD201339	73655M2	80000
2128	Roll Off	2NP3LJ0X6MM735915	91652 E3	80000
2129	Roll Off	2NP3LJ0X7MM735910	91651 E3	60000
2130	Roll Off	2NP3LJ0X0MM735909	62855 E3	60000
2131	Roll Off	2NP3LJ0X2MM735913	72379D3	60000
2132	Roll Off	1XPBPP9X8KD270052	15873S3	80000
5132	Roll Off	3BKDL09X75F111846	60994N1	54999
<b>Total Roll Off</b>	<b>15</b>			
2215	Tractor	1XPHD49X7DD200059	9F39500	80000
2218	Tractor	1NPHD49X8CD143685	9F62322	80000
2229	Tractor	1XPBDP9X5MD740632	9G13575	80000
<b>Total Tractors</b>	<b>3</b>			
2223 Flat Bed	Bin Delivery	3ALACXFE3KDKJ6866	54836M2	26000
2224 Fork Truck	Bin Delivery	1FVACWDT9DDBU8947	62776P2	26000
2225 Sweeper	Sweeper	JALE5W168M7900489	8XZJ606	NA
2226 Vac Trk	Vacuum Tank Truck	1NPSX7EX2FD256069	49955K3	54999
<b>Total Operations</b>	<b>4</b>			

February 23, 2024  
City of Lathrop

**Re: California Waste Recovery Systems**

To Whom it May Concern:

As the bank of California Waste Recovery Systems, we look forward to again assisting with their continued growth, specifically with the City of Lathrop. We value our relationship with California Waste Recovery Systems, its owners, and management, and believe that they have served their communities well in both providing traditional collection and disposal services. We hold California Waste Recovery & System's ownership and management in the highest regard. All covenants and controls have been respected, and all payments have been made as required. To confirm, California Waste Recovery Systems has adequate assets and access to committed financing and we have approved a performance bond of up to \$25,000 to support the Industrial Collection Permit in the City of Lathrop.

Should you or anyone have questions, please direct them to my attention.

COMERICA BANK,



Beau L. Barnes  
Senior Vice President

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

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

Lisa Sayno

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

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

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

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

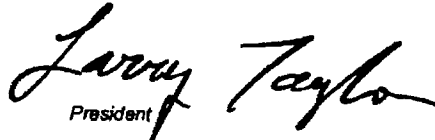
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2024.

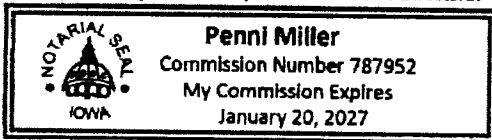


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

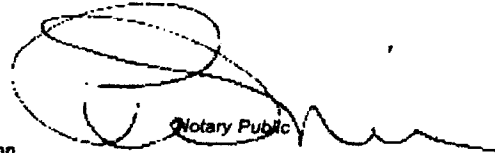
By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



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

  
Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2024.



  
Secretary

**MERCHANTS**  
**BONDING COMPANY**

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

**LICENSE AND PERMIT BOND**

Bond No. 100373612

Premium: \$313.00 for a 3 year term

KNOW ALL PERSONS BY THESE PRESENTS:

That we, California Waste Recovery Systems LLC,  
of Galt, State of California, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
California, as Surety, are held and firmly bound unto  
City of Lathrop, Oblige, in the penal  
sum of Twenty Five Thousand and Zero Dollars ( \$25,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Waste Hauler - Compliance Only

by the Oblige.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of  
March, 2024, and ending on the 5th day of March  
2027, unless renewed by Continuation Certificate.

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

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

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC  
Principal

Countersigned (if required):

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

Merchants Bonding Company (Mutual)

By: [Signature]  
Lisa Sayno Attorney-in-Fact

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

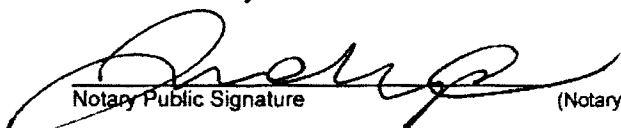
County of San Diego }

On MAR 05 2024 before me, Judith Samuel, Notary Public  
(Here insert name and title of the officer)

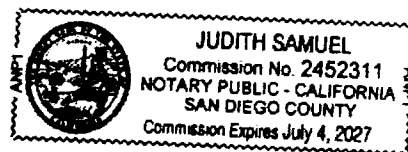
personally appeared Lisa Sayno  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he (s) they executed the same in his (s) their authorized capacity(ies), and that by his (s) their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

  
Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
 \_\_\_\_\_ (Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ❖ Indicate title or type of attached document, number of pages and date.
    - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

**MERCHANTS**  
**BONDING COMPANY**

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

**LICENSE AND PERMIT BOND**

Bond No. 100373612

Premium: \$313.00 for a 3 year term

KNOW ALL PERSONS BY THESE PRESENTS:

That we, California Waste Recovery Systems LLC

of Galt, State of California, as Principal,  
and Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of  
California, as Surety, are held and firmly bound unto

City of Lathrop, Obligee, in the penal  
sum of Twenty Five Thousand and Zero Dollars ( \$25,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Waste Hauler - Compliance Only

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
and ordinances, including all Amendments, appertaining to the license or permit applied for, then this obligation  
to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of  
March, 2024, and ending on the 5th day of March,  
2027, unless renewed by Continuation Certificate.

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

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

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC  
Principal

Countersigned (if required):

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

Merchants Bonding Company (Mutual)

By: [Signature]  
Lisa Sayno Attorney-in-Fact

**MERCHANTS**  
BONDING COMPANY  
**POWER OF ATTORNEY**

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

Lisa Sayno

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 18, 2015.

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

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

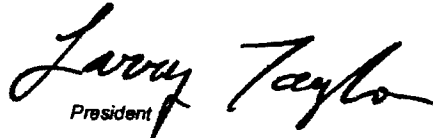
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of March, 2024.

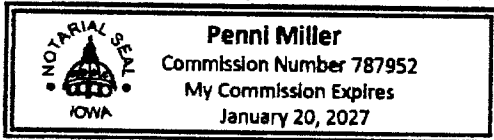


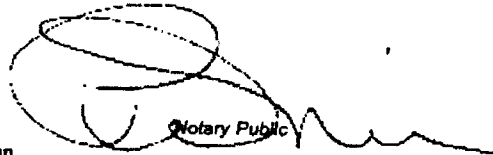
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By   
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 5th day of March, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



  
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 5th day of March, 2024.



  
Secretary



**MERCHANTS**  
**BONDING COMPANY**

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

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sum of Twenty Five Thousand and Zero Dollars ( \$25,000.00 ) DOLLARS.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the Principal has been licensed  
Waste Hauler - Compliance Only

by the Obligee.

NOW THEREFORE, if the Principal shall faithfully perform the duties and in all things comply with the laws  
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to be void, otherwise to remain in full force and effect for a period commencing on the 5th day of  
March, 2024, and ending on the 5th day of March  
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This bond may be terminated at any time by the Surety upon sending notice in writing to the Obligee and to the  
Principal, in care of the Obligee or at such other address as the Surety deems reasonable, and at the expiration of  
thirty-five (35) days from the mailing of notice or as soon thereafter as permitted by applicable law, whichever is later,  
this bond shall ipso facto terminate and the surety shall thereupon be relieved from any liability for any subsequent  
acts or omissions of the Principal.

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

Dated this 5th day of March, 2024

California Waste Recovery Systems LLC

Principal

Countersigned (if required):

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

Principal

Merchants Bonding Company (Mutual)

By: [Signature]  
Lisa Sayno Attorney-in-Fact



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2024

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

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

<b>PRODUCER</b> Sequel Insurance Services 111 Scripps Drive Sacramento CA 95825  License#: 6010509 CALIWAS-01	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: info@sequelins.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Company of Pittsburg</td> <td>19445</td> </tr> <tr> <td>INSURER B : Admiral Insurance Company</td> <td>24856</td> </tr> <tr> <td>INSURER C : GuideOne National Insurance Company</td> <td>14167</td> </tr> <tr> <td>INSURER D : Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER E : StarStone Specialty Insurance Company</td> <td>44776</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Company of Pittsburg	19445	INSURER B : Admiral Insurance Company	24856	INSURER C : GuideOne National Insurance Company	14167	INSURER D : Landmark American Insurance Company	33138	INSURER E : StarStone Specialty Insurance Company	44776	INSURER F :
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INSURER F :														

**COVERAGES**

CERTIFICATE NUMBER: 276406811

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		461-15-42	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			709-34-97	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AXS7000059#2	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 012-01-6085	3/1/2024	3/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C D	Pollution Liability Tier 2 Excess Liability Tier 3 Excess Liability			FEI EIL 23153-06 560000678-06 LHA106896	11/1/2022 3/1/2024 3/1/2024	11/1/2024 3/1/2025 3/1/2025	Per Condition/Agg Each Occ / Aggregate 2,000,000 Each Occ / Aggregate 3,000,000 Each Occ / Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Waste Hauling Service for Lathrop, CA  
 City of Lathrop, its offices and employees are General Liability Additional Insureds per terms and conditions of the attached endorsement(s). 30 Days Notice of Cancellation applies to General Liability per the attached endorsement.

**CERTIFICATE HOLDER****CANCELLATION**

City of Lathrop  
 Attn: Public Works Dept.  
 390 Towne Centre Drive  
 Lathrop CA 95330

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## ENDORSEMENT

This endorsement, effective 12:01 A.M. <sup>03/01/2024</sup>

forms a part of Policy No. 461-15-42

issued to California Waste Recovery Systems, LLC; CWR Industries, Inc.; DKCR Properties

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

### LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

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

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service,

maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM:** **PUBLIC HEARING (PUBLISHED NOTICE) TO ADOPT AN ORDINANCE TO AMEND THE LATHROP MUNICIPAL CODE (LMC) TO REGULATE SHORT-TERM RENTALS AND BICYCLE VIOLATIONS BY ADDING NEW CHAPTERS TO TITLE 5, BUSINESS LICENSES AND REGULATIONS, AND TITLE 9, PUBLIC PEACE AND WELFARE**

**RECOMMENDATION:** **City Council to Consider the Following:**

- 1. Hold a Public Hearing; and**
- 2. First Reading and Introduction of an Ordinance to Amend the Lathrop Municipal Code (LMC) to Regulate Short-Term Rentals and Bicycle Violations by Adding New Chapters to Title 5, Business Licenses and Regulations, and Title 9, Public Peace and Welfare. The new chapters include the following:**
  - Chapter 5.10 (Short-Term Rental Prohibition): Add new chapter to prohibit short-term vacation rentals.**
  - Chapter 9.28 (Bicycles Used in Violation of the California Vehicle Code): Add new chapter to regulate bicycles used in violation of the California Vehicle Code.**

---

**SUMMARY:**

Proposed Chapter 5.10:

The City of Lathrop does not allow short-term rentals within the City. Short-term rentals are defined as "use that provides lodging in a dwelling unit, for compensation, for a period of thirty (30) or fewer consecutive calendar days." Staff is proposing the addition of Chapter 5.10 entitled "Short-Term Rental Prohibition" to provide clarity and prevent any uncertainties in regard to the permissibility of short-term rentals within the City.

Proposed Chapter 9.28:

Our police officers and community members have encountered recurring traffic issues that involve individuals riding their bicycles recklessly on City streets and other public places. The careless and unsafe bicycle riding has caused traffic distractions and raised safety concerns for those riding their bicycles recklessly, motorists, and

pedestrians. Due to the frequent recurrence of reckless bicycle riding by individuals, staff is proposing the addition of Chapter 9.28 entitled "Bicycles Used in Violation of the California Vehicle Code" to authorize the Lathrop Police Department to impound such bicycles.

**BACKGROUND:**

Proposed Chapter 5.10:

The Lathrop Police Department is responsible for the safety of the community and for providing the necessary enforcement of the City's code and ordinances. Chapter 5.10 Short-Term Rental Prohibition is proposed to prohibit short-term vacation rentals to ensure the protection of public health, safety, and general welfare, and reduce the costs associated with addressing service requests arising from short-term rentals. Negative consequences associated with short-term vacation rentals include, but are not limited to, contributing to affordable housing shortages, generating complaints about parking, noise, and refuse, and posing a risk to the character of residential neighborhoods by providing access to transient occupants.

The proposed prohibition of short-term rentals aims to address these issues by prioritizing affordable housing for long-term renters, supporting the traditional lodging industry where short-term occupancy is appropriate and allowed, and promoting the safety and character of residential neighborhoods.

Proposed Chapter 9.28:

Our police officers and community members encounter recurring issues that involve individuals riding their bicycles recklessly on City streets and other public places. Due to the frequent recurrence of the careless and unsafe bicycle riding by these individuals, the City has determined it necessary to propose an Ordinance to authorize the Lathrop Police Department to impound bicycles used to violate the California Vehicle Code (CVC). The proposed Ordinance is crucial to effectively address the ongoing CVC violations by bicyclists. It will provide the police department with the legal framework needed to intervene and impound bicycles when bicyclists violate the CVC, ensuring accountability and discouraging repeat offenses.

The proposed ordinance to impound bicycles is intended to serve as a deterrent and educational tool for all members of our community, emphasizing the importance of respecting traffic regulations and the safety of all road users. The Lathrop Police Department aims to instill a sense of responsibility and adherence to traffic laws, ensuring the safety and well-being of everyone on our streets.

Staff recommends City Council consider adoption of the proposed ordinance to amend the Lathrop Municipal Code to Regulate Short-Term Rentals and Bicycle Violations by Adding New Chapters to Title 5, Business Licenses and Regulations, and Title 9, Public Peace and Welfare.



**CITY MANAGER'S REPORT** **PAGE 3**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**NEW CHAPTER TO TITLE 5, BUSINESS LICENSES AND REGULATIONS, AND**  
**TITLE 9, PUBLIC PEACE AND WELFARE**

**REASON FOR RECOMMENDATION:**

Chapter 5.10 entitled "Short-Term Rental Prohibition" will provide clarity and prevent any uncertainties in regard to the permissibility of short-term rentals within the City.

Chapter 9.28 entitled "Bicycles Used in Violation of the California Vehicle Code" will provide the police department with the legal framework and local authority to intervene and impound bicycles when bicyclists violate the CVC, ensuring accountability and discouraging repeat offenses.

**FISCAL IMPACT:**

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

**ATTACHMENTS:**

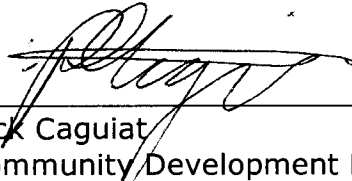
- A. Ordinance to Amend the Lathrop Municipal Code (LMC) to Regulate Short-Term Rentals and Bicycle Violations by Adding New Chapter to Title 5, Business Licenses and Regulations, and Title 9, Public Peace and Welfare
- B. New Chapter 5.10 Short-Term Rental Prohibition
- C. New Chapter 9.28 Bicycles Used in Violation of the California Vehicle Code

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**NEW CHAPTER TO TITLE 5, BUSINESS LICENSES AND REGULATIONS, AND**  
**TITLE 9, PUBLIC PEACE AND WELFARE**

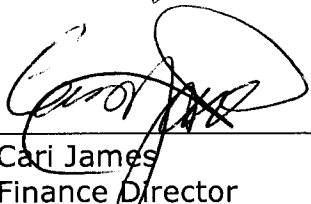
**APPROVALS:**

  
\_\_\_\_\_  
Stephen Sealy  
Chief of Police

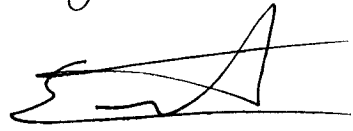
1/31/2024  
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\_\_\_\_\_  
Rick Caguiat  
Community Development Director

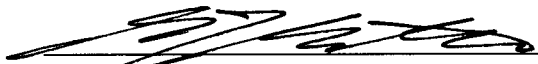
1/31/24  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Cari James  
Finance Director

2/3/2024  
\_\_\_\_\_  
Date

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

2-5-2024  
\_\_\_\_\_  
Date

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

3-6-24  
\_\_\_\_\_  
Date

**ORDINANCE NO. 24 -**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AMEND THE LATHROP MUNICIPAL CODE (LMC) TO REGULATE SHORT-TERM RENTALS AND BICYCLE VIOLATIONS BY ADDING NEW CHAPTERS TO TITLE 5, BUSINESS LICENSES AND REGULATIONS, AND TITLE 9, PUBLIC PEACE AND WELFARE**

**WHEREAS**, the City of Lathrop does not allow short-term rentals within the City; and

**WHEREAS**, the proposed ordinance will provide clarity and prevent any uncertainties in regard to the permissibility of short-term rentals within the City; and

**WHEREAS**, negative consequences associated with short-term vacation rentals include, but are not limited to, contributing to affordable housing shortages, generating complaints about parking, noise, and refuse, and posing a risk to the character of residential neighborhoods by providing access to transient occupants; and

**WHEREAS**, the proposed ordinance aims to address these issues by prioritizing affordable housing for long-term renters, supporting the traditional lodging industry where short-term occupancy is appropriate and allowed, and promoting the safety and character of residential neighborhoods; and

**WHEREAS**, the proposed ordinance is intended to prohibit short-term vacation rentals to ensure the protection of public health, safety, and general welfare, and reduce the costs associated with addressing service requests arising from short-term rentals; and

**WHEREAS**, our officers and community members encounter recurring issues that involve individuals riding their bicycles recklessly on City streets and other public places; and

**WHEREAS**, due to the frequent recurrence of reckless bicycle riding by individuals, the City has determined it necessary to propose an Ordinance to authorize the Lathrop Police Department to impound bicycles used to violate the California Vehicle Code; and

**WHEREAS**, this proposed ordinance will provide the police department with the legal framework needed to intervene and impound bicycles when individuals violate the California Vehicle Codes, ensuring accountability and discouraging repeat offenses; and

**WHEREAS**, this proposed ordinance is intended to reinforce the importance of compliance with traffic laws, create an environment that promotes safer streets, and provide traffic education to members of our community and instill a greater sense of accountability to deter similar behavior in the future; and

**WHEREAS**, proper notice of the public hearing held on March 11, 2024 was given in all respects as required by law; and

**WHEREAS**, the City Council of the City of Lathrop has duly considered all written evidence and oral testimony presented during the March 11, 2024 public hearing.

**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 the Lathrop Municipal Code amendments as shown on Attachment B and C of the staff report dated March 11, 2024 and incorporated by reference herein.

Section 1.

Title 5 of the Lathrop Municipal Code titled "Business Licenses and Regulations" is hereby amended by adding new Chapter 5.10 entitled "Short-Term Rental Prohibition". Title 9 of the Lathrop Municipal Code titled "Public Peace and Welfare" is hereby amended by adding new Chapter 9.28 entitled "Bicycles Used in Violation of the California Vehicle Code".

Section 2.

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

Section 3. Severability.

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

Section 4. Effective Date.

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

Section 5. Publication.

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

**THIS ORDINANCE** was introduced at a regular meeting of the City Council of the City of Lathrop on the 11<sup>th</sup> day of March 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:**

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

**APPROVED AS TO FORM:**

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

**Chapter 5.10 SHORT-TERM RENTAL PROHIBITION**

**5.10.010 Purpose and intent.**

The purpose of this chapter is to establish regulations governing the short-term rental of residential property within the City of Lathrop. The city has a legitimate interest in fostering and preserving the long-term residential character of its residential neighborhoods. The establishment of these regulations will help maintain adequate housing stock for permanent residents while ensuring that short-term rental activities do not become a nuisance or threaten the public health, safety, or welfare due to excessive noise, disorderly conduct, overcrowding, traffic congestion, illegal parking, the accumulation of refuse, and other effects related to short-term rentals.

**5.10.020 Definitions.**

For purposes of this chapter, the following definitions apply:

"Short-term rental" means a use that provides lodging in a single family or multi-family residential dwelling unit, for compensation, for a period of thirty (30) or fewer consecutive calendar days. "Short-term rental" does not include transient lodging in city-approved hotels.

**5.10.030 Prohibition.**

A short-term rental is expressly prohibited within the City limits.

**5.26.040 Public Nuisance.**

Any use or condition caused, or permitted to exist, in violation of any provision of this chapter shall be, and hereby is declared to be, a public nuisance and may be summarily abated by the City pursuant to CA Code of Civil Procedure Section 731 or any other remedy available to the City.

### **CHAPTER 9.28 BICYCLES USED IN VIOLATION OF THE CALIFORNIA VEHICLE CODE.**

#### **9.28.010 Definitions.**

"Bicycle" means a device upon which any person may ride, propelled exclusively by human power through a belt, chain, or gears, having one or more wheels. An electric bicycle is a bicycle.

#### **9.28.020 Bicycle Violations – Punishment.**

Where the provisions of the California Vehicle Code have been violated by any individual, the Chief of Police or their designee may prohibit the operation of a bicycle used in such a violation upon the streets, alleys, and public places in the City for a period not to exceed thirty (30) days. Such bicycle shall be impounded by the Chief of Police or their designee and retained during the period for which the operation is prohibited.

#### **9.28.030 Impounding Authorized When.**

The Chief of Police or their designee may impound and retain possession of any bicycle operated, parked or used in violation of any of the provisions of the California Vehicle Code, and may retain possession of any such bicycle until criminal proceedings for a period not to exceed thirty (30) days. The Chief of Police or their designee are hereby authorized to store any bicycles impounded under this authority.

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**

**ITEM: DISCUSS AND CONSIDER AWARD OF CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION CIP GG 24-27 AND APPROVE BUDGET AMENDMENT**

**RECOMMENDATION: Discuss and Consider Adopting a Resolution to Award Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road Residential Driveway Reconstruction, CIP GG 24-27 and Approve Budget Amendment**

**SUMMARY:**

Prior to, and during construction of the Lathrop Road Widening Project (PS 02-24), staff coordinated with all adjacent property owners to transition the new roadway improvements to their existing driveways. Most transitions occurred on private property and required the property owner to sign a "Right of Entry" Agreement to allow the City's contractor to enter their property to complete the work. The property owner of 570 Lathrop Road decided not to sign the "Right of Entry" Agreement at that time, even after multiple requests by staff.

In 2017, the City's contractor proceeded with the project including the installation of the driveway transitions but was unable to construct the transition for 570 Lathrop Road absent of the "Right of Entry" Agreement.

During the August 14, 2023 City Council Meeting, the property owner of 570 Lathrop Road made a request for the City to construct their driveway transition and Council asked staff to bring the item back to Council for consideration. On September 11, 2023, City Council approved the creation of Capital Improvement Project (CIP) GG 24-27 for Lathrop Road Residential Driveway Reconstruction (Project) and allocated \$20,000 to the Project. The goal of the Project is to reconstruct the residential driveway at 570 Lathrop Road to the condition that was proposed in 2017 with the Lathrop Road Widening Project.

The bid solicitation package with plans and specifications for the construction of the Project was advertised on January 4, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060. The City received and opened five (5) bids on January 18, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Dirt Dynasty, Inc. (Dirt Dynasty) with a bid of \$40,492.

**CITY MANAGER’S REPORT** **PAGE 2**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**DISCUSS AND CONSIDER AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION CIP GG 24-27 AND APPROVE BUDGET AMENDMENT**

Staff requests City Council discuss and consider awarding a construction contract to Dirt Dynasty for construction of the Project in the amount of \$40,492 and authorize a 10% construction contingency of \$4,049 for a total cost not to exceed \$44,541. Staff is also requesting Council to consider the approval of a budget amendment transferring \$25,000 from the General Fund Streets Reserves (1010) to the CIP Project Fund (3010) for a total project budget of \$44,541.

**BACKGROUND:**

Prior to, and during construction of the Lathrop Road Widening Project (PS 02-24), staff coordinated with all adjacent property owners to transition the new roadway improvements to their existing driveways. Most transitions occurred on private property and required the property owner to sign a “Right of Entry” Agreement to allow the City’s contractor to enter the property to complete the work. The property owner of 570 Lathrop Road decided not to sign the “Right of Entry” Agreement at that time, even after multiple requests by staff.

In 2017, the City’s contractor proceeded with the project including the installation of the transition but was unable to construct the transition for 570 Lathrop Road absent of the “Right of Entry” Agreement.

On August 14, 2023 City Council requested that an item be brought back to discuss the reconstruction of a residential driveway at 570 Lathrop Road. Staff coordinated with the property owner on the scope of work required to construct a new driveway transition. On September 11, 2023, City Council approved the creation of CIP GG 24-27 and an initial budget of \$20,000.

Staff prepared the bid solicitation package with plans and specifications for the construction of the Project and advertised them on January 4, 2024 in accordance with Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060.

Five (5) bids were received; each determined to be responsive and responsible. The bid results are summarized in Table 1 below:

**Table 1: Summary of Bid Results**

<b>Contractor</b>	<b>Base Bid</b>
Dirt Dynasty, Inc.	\$ 40,492
LUMA Engineering Contractors, Inc.	\$ 46,511
MG &JC Concrete, Inc.	\$ 46,937
Westside Landscape & Concrete, Inc.	\$ 61,067
FBD Vanguard Construction, Inc.	\$ 66,371

**CITY MANAGER’S REPORT** **PAGE 3**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**DISCUSS AND CONSIDER AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION CIP GG 24-27 AND APPROVE BUDGET AMENDMENT**

Staff reviewed and evaluated the bids, and determined that the lowest responsive and responsible bidder is Dirt Dynasty. Staff requests City Council discuss and consider adopting a resolution awarding a construction contract to Dirt Dynasty for \$40,492 with a 10% construction contingency of \$4,049 and authorize staff to spend the contingency as necessary to achieve the goals of the Project for a total cost not to exceed \$44,541.

**REASON FOR RECOMMENDATION:**

Approving the budget amendment and awarding the construction contract will allow the City to begin construction of improvements associated with the Project.

**FISCAL IMPACT:**

Staff is requesting Council discuss and consider the approval of a budget amendment allocating \$25,000 for construction purposes utilizing General Fund Streets Reserves as follows:

<u>Decrease Street Reserves</u>		\$25,000
<u>1010-251-03-00</u>		
<u>Increase Transfer Out</u>		\$25,000
1010-9900-990-9010		
<u>Increase Transfer In</u>		\$25,000
3010-9900-393-0000	GG 24-27	
<u>Increase Expenditures</u>		\$25,000
3010-8000-420-12-00	GG 24-27	

**ATTACHMENTS:**

- A. Resolution to Award Construction Contract to Dirt Dynasty, Inc. for the Lathrop Road Residential Driveway Reconstruction, CIP GG 24-27 and Approve Budget Amendment
- B. Construction Contract with Dirt Dynasty, Inc. for the Lathrop Road Residential Driveway Reconstruction, CIP GG 24-27

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024 CITY COUNCIL REGULAR MEETING**  
**DISCUSS AND CONSIDER AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION CIP GG 24-27 AND APPROVE BUDGET AMENDMENT**

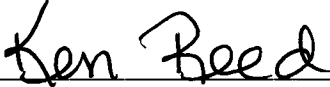
**APPROVALS:**



Angel Abarca  
Assistant Engineer

02-29-2024

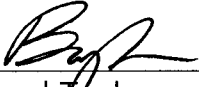
Date



Ken Reed  
Senior Construction Manager

2-29-24

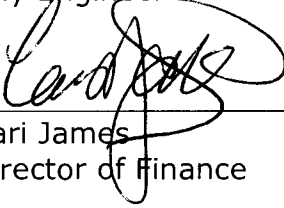
Date



Brad Taylor  
City Engineer

2/29/2024

Date



Cari James  
Director of Finance

3/5/2024

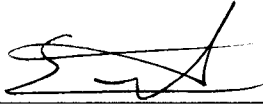
Date



Michael King  
Assistant City Manager

3.4.2024

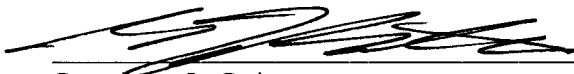
Date



Salvador Navarrete  
City Attorney

3.5.2024

Date



Stephen J. Salvatore  
City Manager

3.5.24

Date

**RESOLUTION NO. 24-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO AWARD CONSTRUCTION CONTRACT TO DIRT DYNASTY, INC. FOR THE LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION, CIP GG 24-27, AND APPROVE BUDGET AMENDMENT**

**WHEREAS**, prior to, and during construction of the Lathrop Road Widening Project (PS 02-24), staff coordinated with all adjacent property owners to transition the new roadway improvements to their existing driveway; and

**WHEREAS**, most transitions occurred on private property and required the property owner to sign a "Right of Entry" Agreement to allow the City's contractor to enter their property to complete the work. The property owner of 570 Lathrop Road decided not to sign the "Right of Entry" Agreement at that time, even after multiple requests by staff; and

**WHEREAS**, in 2017, the City's contractor proceeded with the project including the installation of the driveway transitions but was unable to construct the transition for 570 Lathrop Road absent of the "Right of Entry" Agreement; and

**WHEREAS**, during the August 14, 2023 City Council Meeting, the property owner of 570 Lathrop Road made a request for the City to construct their driveway transition and Council asked staff to bring the item back to Council for consideration; and

**WHEREAS**, on September 11, 2023, City Council approved the creation of Capital Improvement Project (CIP) GG 24-27 for Lathrop Road Residential Driveway Reconstruction (Project) and allocated \$20,000 to the Project. The goal of the Project is to reconstruct the residential driveway at 570 Lathrop Road to the condition that was proposed in 2017 with the Lathrop Road Widening Project; and

**WHEREAS**, the bid solicitation package with plans and specifications for the construction of the Project was advertised on January 4, 2024, in accordance with Bidding Procedures in California Public Contract Code (PCC) 22034 and Lathrop Municipal Code (LMC) 3.30.060; and

**WHEREAS**, the City received and opened five (5) bids on January 18, 2024. Based on the review and evaluation of the bids, the lowest responsive and responsible bidder for construction of the Project was determined to be Dirt Dynasty, Inc. (Dirt Dynasty) with a bid of \$40,492; and

**WHEREAS**, staff requests City Council discuss and consider awarding a construction contract to Dirt Dynasty for construction of the Project in the amount of \$40,492 and authorize a 10% construction contingency of \$4,049 for a total cost not to exceed \$44,541; and

**WHEREAS**, staff is also requesting Council to consider the approval of a budget amendment transferring \$25,000 from the General Fund Streets Reserves (1010) to the CIP Project Fund (3010) for a total project budget of \$44,541.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop hereby approves a construction contract to Dirt Dynasty for the Lathrop Road Residential Driveway Reconstruction, CIP GG 24-27 for a cost of \$40,492; and

**BE IT FURTHER RESOLVED**, that the City Council of the City of Lathrop hereby approves a 10% construction contingency of \$4,049 for a total cost not to exceed \$44,541 for 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 11<sup>th</sup> day of March 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

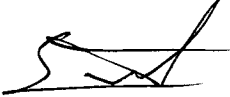
ABSTAIN:

ABSENT:

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

**ATTEST:**

**APPROVED AS TO FORM:**



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

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

## CONSTRUCTION CONTRACT

This Contract, dated **March 11, 2024**, is entered into by and between the **City of Lathrop**, a municipal corporation of the State of California (City), and Dirt Dynasty, 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 **Lathrop Road Residential Driveway Reconstruction, CIP GG 24-27** (Project). Contractor shall furnish labor, services, materials and equipment in connection with the construction of the Project and complete the Work in accordance with the covenants, terms and conditions of this Contract to the satisfaction of City. The Project and Work is generally described as follows:

The work to be performed under this contract is generally described as, but not necessarily limited to: sawcut and removal of existing concrete residential driveway and sidewalk, and reconstruction of new driveway, vertical curb, and sidewalk improvements at 570 Lathrop Road.

The work shall be **completed within 10 working days** following issuance of Notice to Proceed.

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

**Base Bid Total: \$40,492 (Forty –Thousand, Four Hundred and Ninety Two dollars and zero cents)**

3. Construction Documents. This Contract shall include the Construction Documents which are on file with Public Works Department and are hereby incorporated by reference (i.e. Project Specifications, Project Plans, addenda, performance bond, labor and materials bond, certification of insurance, workers compensation certification, and guaranty) and the Bid Documents submitted by Dirt Dynasty, Inc., on September 21, 2023. For the purposes of construing, interpreting and resolving inconsistencies between the provisions of this Contract, these documents and the provisions thereof are set forth in the order of precedence described in Article 3 of the General Conditions.



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

part or provision of this Contract be construed to waive or to lessen the right of City to insist upon the performance of Contractor in strict compliance with the covenants, terms and conditions of this Contract.

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

#### DEPARTMENT OF INDUSTRIAL RELATIONS- COMPLIANCE MONITORING UNIT

##### **DIR Registration.**

- a) Contractor and Subcontractor Compliance. Strict compliance with DIR registration requirements pursuant to Labor Code Section 1725.5 is a material obligation of the Contractor under the Contract Documents. The foregoing includes without limitation, compliance with DIR Registration requirements at all times during performance of the Work by the Contractor and all Subcontractors of any tier. The failure of the Contractor and all Subcontractors of every tier to be DIR registered at all times during the performance of the Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.
- b) No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the Subcontractor is a DIR Registered contractor.
- c) Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors, of all tiers, are at all times during performance of Work in full and strict compliance with DIR Registration requirements. The Contractor shall not permit or allow any Subcontractor of any tier to perform any Work without the Contractor's verification that all such Subcontractors are in full and strict compliance with DIR Registration requirements.
- d) Contractor Obligation to Request Substitution of Non-DIR Registered Subcontractor. If any Subcontractor identified in the Contractor's Subcontractor List submitted with the Contractor's proposal for the Work is not DIR Registered at the time of opening of proposals for the Work or if a Subcontractor's DIR registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the CITY's consent to substitute the non-DIR registered Subcontractor pursuant to Labor Code Section 1771.1(c)(3) and/ or Labor Code Section 1771.1(d).

## **Certified Payroll Records**

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

## **RECORD OF WAGES PAID: INSPECTION**

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

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

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

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

10. Bonds. As a condition precedent to City's obligation to pay compensation to Contractor, and on or before the date of Execution, Contractor shall furnish to the Project Manager the Bonds as required under the Notice to Contractors.

11. Representations and Warranties. In the supply of any materials and equipment and the rendering of labor and services during the course and scope of the Project and Work, Contractor represents and warrants:
- (1) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be vested in Contractor;
  - (2) Any materials and equipment which shall be used during the course and scope of the Project and Work shall be merchantable and fit to be used for the particular purpose for which the materials are required;
  - (3) Any labor and services rendered and materials and equipment used or employed during the course and scope of the Project and Work shall be free of defects in workmanship for a period of one (1) year after the recordation of the Notice of Substantial Completion, or, if no such notice is required to be filed, on the date that final payment is made hereunder;
  - (4) Any manufacturer's warranty obtained by Contractor shall be obtained or shall be deemed obtained by Contractor for and on behalf of City.
  - (5) Any information submitted by Contractor prior to the award of Contract, or thereafter, upon request, whether or not submitted under a continuing obligation by the terms of the Contract to do so, is true and correct at the time such information is submitted or made available to the City;
  - (6) Contractor has not colluded, conspired, or agreed, directly or indirectly, with any person in regard to the terms and conditions of Contractor's Bid, except as may be permitted by the Notice to Contractors;
  - (7) Contractor has the power and the authority to enter into this Contract with City, that the individual executing this Contract is duly authorized to do so by appropriate resolution, and that this Contract shall be executed, delivered and performed pursuant to the power and authority conferred upon the person or persons authorized to bind Contractor;
  - (8) Contractor has not made an attempt to exert undue influence with the Project Manager or any other person who has directly contributed to City's decision to award the Contract to Contractor;
  - (9) There are no unresolved claims or disputes between Contractor and City which would materially affect Contractor's ability to perform under the Contract;
  - (10) Contractor has furnished and will furnish true and accurate statements, records, reports, resolutions, certifications, and other written information as may be requested of Contractor by City from time to time during the term of this Contract;
  - (11) Contractor and any person performing labor and services under this Project is duly licensed as a contractor with the State of California as required by California Business & Professional Code Section 7028, as amended; and

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

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

                                  (209) 941-7430  
                                   FAX: (209) 941-7449  
                                   ATTN: Senior Construction Manager

To Contractor: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

ATTN: \_\_\_\_\_

16. Miscellaneous.

- (1) Bailee Disclaimer. The parties understand and agree that City does not purport to be Contractor's bailee, and City is, therefore, not responsible for any damage to the personal property of Contractor.
- (2) Consent. Whenever in this Contract the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.
- (3) Controlling Law. The parties agree that this Contract shall be governed and construed by and in accordance with the Laws of the State of California.
- (4) Definitions. The definitions and terms are as defined in these specifications.
- (5) Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Contract, which directly results from an Act of God or an act of a superior governmental authority.
- (6) Headings. The paragraph headings are not a part of this Contract and shall have no effect upon the construction or interpretation of any part of this Contract.
- (7) Incorporation of Documents. All documents constituting the Construction Documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in this Contract and shall be deemed to be part of this Contract.
- (8) Integration. This Contract and any amendments hereto between the parties constitute the entire contract between the parties concerning the Project and Work, and there are no other prior oral or written contracts between the parties that are not incorporated in this Contract.
- (9) Modification of Contract. This Contract shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.
- (10) Provision. Any contract, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Contract shall define or otherwise control, establish, or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.
- (11) Resolution. Contractor shall submit with its Bid a copy of any corporate or partnership resolution or other writing, which authorizes any director, officer or other employee or partner to act for or on behalf of Contractor or which authorizes Contractor to enter into this Contract.
- (12) Severability. If a court of competent jurisdiction finds or rules that any provision of this Contract is void or unenforceable, the provisions of this Contract not so affected shall remain in full force and effect.

- (13) Status of Contractor. In the exercise of rights and obligations under this Contract, Contractor acts as an independent contractor and not as an agent or employee of City. Contractor shall not be entitled to any rights and benefits accorded or accruing to the City Council members, officers or employees of City, and Contractor expressly waives any and all claims to such rights and benefits.
- (14) Successors and Assigns. The provisions of this Contract shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.
- (15) Time of the Essence. Time is of the essence of this Contract and each of its provisions. In the calculation of time hereunder, the time in which an act is to be performed shall be computed by excluding the first Day and including the last. If the time in which an act is to be performed falls on a Saturday, Sunday, or any Day observed as a legal holiday by City, the time for performance shall be extended to the following Business Day.
- (16) Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of San Joaquin or in the United States District Court for the Eastern District of California.
- (17) Recovery of costs. The prevailing party in any action brought to enforce the terms of this Contract or arising out of this Contract, including the enforcement of the indemnity provision(s), may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.
- (18) Contractor and subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC1368), Executive Order 11738, and Environmental Protection Agency Regulations at 40 CFR Part 15.
- (19) Contractors and subcontractors must comply with mandatory standards and policies relating to the energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation ACT (Public Law 94-163, 89 stat 871).
- (20) The Contractor shall provide access to the site for the Environmental Protection Agency and its duly authorized representatives, and the City.
- (21) If during the course of construction evidence of deposit of historical or archaeological interest is found, the Contractor shall cease operation affecting the find and shall notify the City, who shall notify the EPA and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until the Contractor has been notified by the City that construction may proceed. The City will issue a notice to proceed only after the state official has surveyed the find and made a determination to the EPA and the City. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined



in accordance with changed conditions or change order provisions of the Construction Documents.

- (22) Notice to Proceed. Prior to commencing work under this Contract, CONTRACTOR shall receive a written "Notice to Proceed" from CITY. A Notice to Proceed shall not be issued until all necessary bonds and insurances have been received. City shall not be obligated to pay CONTRACTOR for any services prior to issuance of the Notice to proceed.
- (23) Signatures. The individuals executing this Contract represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Contract on behalf of the respective legal entities of the CONTRACTOR and the CITY. This Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (24) This project is a public works project: Contractor shall comply with requirements of California Labor Code §1700 and following, and prevailing wages shall be paid for work performed on this project.
- (25) The statutory provisions for penalties for failing to comply with the State of California wage and labor laws be enforced, as well as that for failing to pay prevailing wages.

**EXHIBITS:**

**EXHIBIT A: Contractor's Submitted Bid Item List**

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

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

LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION  
CIP GG 24-27

BID PROPOSAL FORMS

LATHROP ROAD RESIDENTIAL DRIVEWAY RECONSTRUCTION, CIP GG 24-27

BID SCHEDULE

BID ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	EXTENDED TOTAL
1	Mobilization, Bonds & Insurance	1	LS	\$5,600.00	\$5,600.00
2	Traffic Control	1	LS	\$11,000.00	\$11,000.00
3	Remove Existing Concrete Driveway + Sidewalk	1,221	SF	\$7.50	\$9,157.50
4	Reconstruct Residential Driveway	990	SF	\$11.00	\$10,890.00
5	Construct PCC Sidewalk	231	SF	\$11.50	\$2,656.50
6	Construct PCC Vertical Curb and Gutter	33	LF	\$36.00	\$1,188.00

TOTAL BASE BID: \$40,492.00

TOTAL BASE BID IN WORDS: Forty Thousand Four Hundred Ninety-Two and Zero Cents

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**CITY MANAGER'S REPORT  
MARCH 11, 2024 CITY COUNCIL REGULAR MEETING****ITEM: BIENNIAL BUDGET FISCAL YEAR (FY) 2023 – 2024  
MID-YEAR REPORT (YEAR 1)****RECOMMENDATION: Adopt a Resolution Approving the Mid-Year Budget  
Report for Year 1 of the Biennial Budget FY 2024 and  
FY 2025 and Related Budget and Position Requests**

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**SUMMARY:**

As part of the Biennial Budget process, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2024). The financial review as of December 31, 2023, provides a mid-year budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures measures the budget's adherence to the Adopted Budget through December 31, 2023. The primary focus of the report is on the General Fund, which accounts for a majority of the City's discretionary expenditures.

At mid-year, a \$507,639 appropriation adjustment is being proposed for the General Fund to align the City's expenditures with its current operating needs. The increased expenditures include technology costs needed to protect the City's network with enhanced cyber security. Additional appropriations are also being requested to accommodate in-state training, record management improvements and staffing adjustments.

General Fund revenues are projected to finish the year at \$34.8 million. Parks and Recreation leisure class revenue is performing better than expected; therefore, staff is recommending increasing service charge revenue by \$30,000 in FY 2024. Current revenue trends in property tax and interest earnings from the City's investment portfolio are better than projected; therefore, staff is recommending increasing property tax revenue by \$200,000, property tax in lieu of VLF by \$200,000, and interest earnings by \$100,000. Staff will continue to evaluate revenues at the end of Year 1 (FY 2024) to recommend additional adjustments to projections if needed.

In addition, due to increased responsibilities and the constant search for workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions. In order for the City to ensure that job descriptions align with job duties, the mid-year report includes staff reclassification in the City Attorney, Finance, Parks and Recreation, Public Works and the Police Departments. As well as, new position requests in the Information Systems, Public Works, and Police Departments. These additional asks ensure the City has qualified and experienced staff in place. The table on the next page is a summary of the proposed reclassifications and new positions created as a result of this alignment.

<b>Proposed Reclassification</b>	<b>FY 23/24 Expense</b>	<b>FY 24/25 Expense</b>
<b>City Attorney</b>		
<b>Administrative Assistant III to Legal Secretary</b>	1,926	5,634
<b>Legal Secretary to Legal Assistant</b>	1,915	5,682
<b>Finance</b>		
<b>Customer Service Rep I to Accountant I/II</b>	2,027	33,670
<b>Parks, Recreation and Maintenance Services</b>		
<b>Rec Manager to Parks and Rec Manager</b>	1,894	5,908
<b>Landscape &amp; Irrigation Specialist to Maintenance Services Supervisor</b>	0	0
<b>Police</b>		
<b>Police Officer to Police Corporal – 5 positions</b>	27,500	76,255
<b>Police Commander to Police Captain – 2 positions</b>	0	0
<b>Public Works</b>		
<b>Assist Engineer to Associate Engineer – 2 positions</b>	6,067	18,201
<b>Total Reclass</b>	<b>\$41,329</b>	<b>\$145,350</b>

<b>Proposed Add/Create/Unfund</b>	<b>FY 23/24 Expense</b>	<b>FY 24/25 Expense</b>	<b>FTE</b>
<b>Information Systems</b>			
<b>Unfund Chief Information Officer</b>	(215,463)	(221,995)	(1.00)
<b>Fund Information Technology Technician</b>	27,866	114,637	1.00
<b>Fund Information Technology Engineer I/II</b>	41,891	172,762	1.00
<b>Parks and Recreation</b>			
<b>Unfund Recreation Leader</b>	0	(22,387)	(0.45)
<b>Fund Fleet Attendant</b>	0	22,387	0.45
<b>Police</b>			
<b>Fund Police Lieutenant</b>	0	262,507	1.00
<b>Fund Crime and Intelligence Analyst I/II and move from Grade 51 to Grade 56</b>	0	126,616	1.00
<b>Fund Property and Evidence Manager</b>	0	170,487	1.00
<b>Public Works</b>			
<b>Unfund Senior Civil Engineer</b>	(192,434)	(192,434)	(1.00)
<b>Fund Principal Engineer</b>	54,753	219,012	1.00
<b>Fund Project Manager</b>	54,698	218,790	1.00
<b>Total Add/Create/Unfund</b>	<b>\$(228,689)</b>	<b>\$870,382</b>	<b>5.00</b>

Staff recommends that the City Council:

1. Adopt the proposed resolution approving the Mid-Year Budget Report for Year 1 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Control Request (Attachment A)

2. Approve the Recommended Budget Amendments for Year 1 of Biennial Budget FY 2024 (Attachment B)
3. Approve Fleet Attendant Job Description (Attachment C)
4. Approve Police Captain Job Description (Attachment D)
5. Approve Police Corporal Job Description (Attachment E)
6. Approve Property & Evidence Manager Job Description (Attachment F)
7. Approve Project Manager Job Description (Attachment G)
8. Approve Parks and Recreation Manager Job Description (Attachment H)
9. Amend the City’s Grade Step Table (Attachment I)
10. Amend the City’s Position Control Roster (Attachment J)

**BACKGROUND:**

As part of the Biennial Budget process approved by Council in June 2023, a mid-cycle review is conducted on the first year’s programmed allocations (Year 1 or FY 2024). The mid-cycle financial review (as of December 31, 2023) provides a budget update to the City Council for the current fiscal year. Analysis of the revenues collected and all expenditures through December 31, 2023 measures the budget’s adherence to the Adopted Budget. In limited instances, budget actions are recommended in this report to address unforeseen events at the time the budget document was produced and adopted.

The Mid-Year Budget Report for FY 2024 is presented in two categories:

- **General Fund Mid-Year Status:** provides an overview of the general fund revenue, expenditures, and fund balance performance compared to the fiscal plan.
- **Mid-Year Requests:** summarizes staff’s recommendations to amend the fiscal plan to address program needs or perform technical adjustments.

**General Fund Mid-Year Status**

The General Fund supports most of the City’s expenditures. After six months’ experience in Year 1 of the Biennial Budget, Council is being presented with General Fund budget amendments of \$530,000 in revenue and \$507,639 in expenditures resulting in a General Fund Balance Reserves ending with a projected balance of \$8.4 million at June 30, 2024.

**Revenues**

Overall, staff is projecting General Fund revenues will finish the year at \$34.8 million. Leisure revenue is performing better than expected; therefore, staff is recommending increasing service charge revenue by \$30,000 in FY 2024. Current revenue trends in property tax and interest earnings are better than anticipated; therefore, staff is recommending increasing property tax revenue by \$200,000, property tax in lieu of VLF by \$200,000, and interest earnings by \$100,000. Staff will continue to evaluate

these revenues at the end of Year 1 (FY 2024) to recommend additional adjustments to projections if needed.

**Expenditures**

General Fund expenditures are more than the amended budget level with an increase of \$507,639 offset by additional revenues of \$530,000. Expenditures have increased as the result of staffing and operational programming requests. In addition, \$440,000 of the expenditure increase is attributed to the enhancement of the City's cyber security.

**GF Reserves/Fund Balance**

The City's General Fund Reserve provides some flexibility to address one-time priority programs, smooth out economic swings, buffer the loss of state and federal revenues, and temporarily support City operations in the event of a catastrophic event (such as an earthquake or fire). At year-end for FY 2023, staff reported a General Fund Reserves balance of \$8.8 million. With the Council approved amendments to FY 2024 Budget, staff is projecting a General Fund Reserves balance of \$8.4 million at the end of FY 2024.

**Mid-Year Requests**

As part of the Biennial Budget process approved by Council in June 2023, a mid-cycle review is conducted on the first year's programmed allocations (Year 1 or FY 2024). The Mid-Year Budget Report includes budget amendments reflecting changes to revenues and expenses in the first six months of Year 1 (FY 2024). Adjustments to the fiscal plan are grouped by Staffing and Program/Project Requests.

**Staffing**

Due to increased responsibilities and the constant search for workflow efficiencies, departments have had the opportunity to review their staffing needs and recommend the following actions:

**Salary Adjustments/Reclassifications**

**1. City Attorney**

- a. Reclass Legal Secretary (Grade 53) to Legal Assistant (Grade 57) – Current duties of this position merits reclassification to a legal secretary. The current employee meets the job education and legal experience required.
- b. Reclass Administrative Assistant III (Grade 47) to Legal Secretary (Grade 53) – Current duties of this position merits reclassification to a legal secretary. The current employee meets the job education and legal experience required.



**2. Finance**

- a. Reclass Customer Service Representative I (Grade 42) to Accountant I/II (Grade 52) – The Accountant position will assist with the day to day accounting activities in the finance department. Including accounts payable; accounts receivable, purchase order processing, and verifying building permits and fee estimates.

**3. Parks and Recreation**

- a. Reclass Recreation Manager (Grade 64) to Parks and Recreation Manager (Grade 67) - The Parks and Recreation Manager job description now has been amended to include additional highly responsible and complex administrative functions such as closely working with the school districts regarding joint-use agreements, working with engineering and construction staff regarding the development and planning of parks and facilities design, ensuring compliance with all legislation and mandated regulation related to, but not limited to recycling, solid waste, hazardous waste and electronic waste, while implementing compliance programs for city staff and compliance programs for the community and businesses. Therefore, a reclassification is proposed to align with the new job duties.
- b. Reclass Landscape and Irrigation Specialist (Grade 59) to Maintenance Services Supervisor (Grade 59) – As the number of City owned fleet has grown, the need for additional help with the pickup and delivery of automotive repair, parts, materials, supplies, and equipment to and from various pickup and delivery locations has also grown. Fleet often requires two-staff as individuals need to be dropped off or picked up. Currently, the department is relying on pulling staff from other tasks to assist, which pulls them away from their normal job function. This position will assist with the added responsibilities with the City's fleet.

**4. Police**

- a. Reclass Police Officer (Grade 65) to Police Corporal (Grade 68) – 5.0 FTE – The Police Corporal position will be able to step in and act as the patrol shift supervisor or watch commander in the event that a sergeant is out sick, out with an injury or on vacation. Incorporating this position will assist with the implementation of succession planning to develop future leaders within the Police Department. The implementation of the Police Corporal position will follow the City fulfilling its meet and confer obligations with the appropriate labor groups.

- b. Reclass Police Commander (Grade 84) to Police Captain (Grade 84) – 2.0 FTE – This is a title only change that aligns chain of command with similar agencies.

**5. Public Works**

- a. Reclass Assistant Engineer (Grade 64) to Associate Engineer (Grade 70) – 2.0 FTE - The reclassification will coincide with the incumbent's successful completion of the Professional Engineer (PE) examination. Upon receipt of the PE designation the incumbent assistant engineer's will now be able to take on tasks that coincide with the higher-level duties and autonomy that aligns with the classification of associate engineer.

**New/Unfund Positions**

**1. Information Systems**

- a. Unfund Chief Information Officer - (Grade 81) – Currently, position is unfilled. Staff is proposing using savings to fund an Information Technology Technician and an Information Technology Engineer. The additional positions will reduce the costs of professional services, technical support and repair and maintenance services.
- b. Fund Information Technology Technician (Grade 44) - The proposed Department changes will equate to actual budget savings by utilizing City staff to perform work that is currently being done by contractors or professional service consultants. The proposed staffing plan will save on professional services and will provide additional technical support and access to repair and maintenance services that can now be accomplished quicker internally.
- c. Fund Information Technology Engineer I/II (Grade 67) - The proposed Department changes will equate to actual budget savings by utilizing City staff to perform work that is currently being done by contractors or professional service consultants. The proposed staffing plan will save on professional services and will provide additional technical support and access to repair and maintenance services that can now be accomplished quicker internally.

**2. Parks and Recreation**

- a. Unfund Recreation Leader (Grade 27) - Redirect existing budgeted salary to New Fleet Attendant to ensure that job descriptions align with job duties.
- b. Fund Fleet Attendant (Grade 27) - As the number of City owned fleet has grown, the need for additional help with the pickup and delivery of automotive repair, parts, materials, supplies, and equipment to and

from various pickup and delivery locations has also grown. Fleet often requires two-staff as individuals need to be dropped off or picked up. Currently, the department is relying on pulling staff from other tasks to assist, which pulls them away from their normal job function. This position will assist with the added responsibilities with the City's fleet.

### **3. Police**

- a. Fund Police Lieutenant – (Grade 81) – The department currently has one Police Lieutenant Position that provides oversight to the Operations Division. With a 24/7 schedule for patrol, having a second Lieutenant would enhance day-to-day management during all shifts and allow for a more personalized approach to our officer development. Additionally, a second position will allow the department to be able distribute the administrative workload.
- b. Fund Crime & Intelligence Analyst – (Grade 56) – The City has invested in state-of-the-art technology to help police solve crime. To ensure that we are utilizing these tools to the highest potential, staff has identified the need for this position. This position will perform analysis and examine physical evidence in forensic specialty areas such as License Plate Readers, Audio-Video and Computer Forensic.
- c. Create Property & Evidence Manager – (Grade 64) – The City's offsite Property & Evidence building is anticipated to be completed in June 2024. POST requires that a Property & Evidence Manager provides oversight to this unit as it is offsite from the department. This is to ensure that there is strict security control of all incoming evidence and property acquired by the Police Department. The current Property and Evidence Technician will be reclassified to the Property & Evidence Manager. The incumbent currently holds all the necessary qualifications including additional certifications such as; Certified Property and Evidence Specialist, IBIS Administrator, and is currently serving on the CAPE State Board of Director's. The incumbent has also been instrumental in the design of the new building to best capitalize on workflow efficiencies.

### **4. Public Works**

- a. Unfund Senior Civil Engineer – (Grade 74) – Currently, the position is vacant. Staff proposed redirecting the funding to a new Principal Engineer Position.
- b. Fund Principal Engineer (Grade 80). This position will assist the City Engineer with managing current and planned public and private construction projects. The breadth and depth of the workload within the

division requires a higher-level position to manage the planning and design of the Capital Improvement Program (CIP).

- c. Fund Project Manager – (Grade 76) – This position will report to the Assistant City Manager to manage the construction activities related to the City’s CIP, miscellaneous City projects and maintenance activities.

**General Fund Program/Project Requests**

The following program/project requests require additional funding from the General Fund to address a specific need:

1. City Council: Increase training & travel in the amount of \$7,500 for anticipated in state training and travel.
2. City Clerk: Increase professional services by \$26,000 to cover Phase II Record Management Improvements.
3. Information Technology: Increase subscription and Computer Equipment in the amount of \$440,000 for the purchase of various software and hardware to become compliant with the Department of Homelands requirements for cyber security posture while complying with the recommendations to lower our cyber security insurance.
4. Parks and Recreations: Increase Leisure contracts in the amount of \$30,000 to cover the growth of the programs that are performing better than expected, this will be offset by service charge revenue of \$30,000.

<b>GENERAL FUND MID-YEAR REQUESTS SUMMARY</b>		
<i>(in millions)</i>	<b>FY 2024 Amended</b>	<b>FY 2024 Mid-Year</b>
Beginning Fund Balance	\$8.8	\$8.8
Revenue	\$34.8	\$34.2
Expenditures	\$35.1	\$34.6
Ending Fund Balance	\$8.5	\$8.4

**Non-General Fund Adjustments**

The budget augmentations that are being proposed by staff for funds outside of the General Fund have been summarized in the table and list on the following page.

MID-YEAR 2023/24		
REVENUE – BUDGET AMENDMENTS (Increase/(Decrease))		
Source	GL Account	Amount
STREET FUND - Miscellaneous Revenue	2080-50-10-371-90-00	12,000
EXPENDITURE – BUDGET AMENDMENTS (Increase/(Decrease))		
Source	GL Account	Amount
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	1,834
MEASURE-C FUND - Parks & Recreation - Building Maint. Materials & Supplies	1060-19-10-430-21-00	12,000
BUILDING SAFETY & INSPECTION - Building - Salaries	2015-50-30-410-11-00	(25,077)
BUILDING SAFETY & INSPECTION - Building - Benefits/PERS	2015-50-30-410-20-00	(10,631)
DEVELOPMENT ENGINEERING - P/W Construction Management - Salaries	2020-50-03-410-11-00	(46,531)
DEVELOPMENT ENGINEERING - P/W Land Development - Salaries	2020-50-04-410-11-00	(54,363)
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(5,900)
STREETS FUND - Public Works - Other Maintenance & Repair	2080-50-10-420-75-00	12,000
STREETS TREE FUND - Public Works - Salaries	2080-50-11-410-11-00	(19,469)
CROSSROADS STORM DRAIN ZONE 1A - Public Works - Salaries	2500-50-21-410-11-00	(1,770)
CROSSROADS STORM DRAIN ZONE 1A - Public Works - Other Maint. & Repair	2500-50-21-420-75-00	25,000
STORM DRAIN ZONE 1 - Public Works - Salaries	2510-50-20-410-11-00	(1,770)
RESIDENTIAL LIGHTING FUND - Public Works - Salaries	2520-50-12-410-11-00	2,735
INDUSTRIAL LIGHTING FUND - Public Works - Salaries	2520-50-14-410-11-00	2,735
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	(1,770)
STONEBRIDGE DLMD - Public Works - Salaries	2560-50-61-410-11-00	(1,770)
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	(129)
MOSSDALE LLMD - Public Works - Salaries	2580-50-64-410-11-00	(1,770)
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	(1,770)
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	2,606
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	418
STREETS CIP - PS24-30 - Pedestrian Safety Enhancement	3310-80-00-420-12-00	200,000
WATER FUND - Public Works - Salaries	5620-50-50-410-11-00	(17,429)
WATER FUND - Public Works - Professional Services	5620-50-50-420-01-00	79,390
WATER FUND - Public Works - Communication Equipment Repair	5620-50-50-420-72-00	55,770
MWQCF SEWER FUND - Public Works - Salaries	6010-50-30-410-11-00	(5,809)
MWQCF SEWER FUND - Public Works - Communication Equipment Repair	6010-50-30-420-72-00	41,576
CTF SEWER FUND - Public Works - Salaries	6080-50-34-410-11-00	(5,809)
CTF SEWER FUND - Public Works - Communication Equipment Repair	6080-50-34-420-72-00	64,732
TRANSFER IN – BUDGET AMENDMENTS (Increase/(Decrease))		
Source	GL Account	Amount
STREETS CIP - PS24-30 - Pedestrian Safety Enhancement	3310-9900-393-00-00	200,000
<b>Transfer In Total:</b>		<b>\$ 200,000</b>
TRANSFER OUT – BUDGET AMENDMENTS (Increase/(Decrease))		
Source	GL Account	Amount
MEASURE-C FUND	1060-9900-990-90-10	200,000
<b>Transfer Out Total:</b>		<b>\$ 200,000</b>

**REASON FOR RECOMMENDATION:**

The mid-year budget review process provides the City Council with an opportunity to review the General Fund, make the needed course corrections to achieve a more accurate budget for the current fiscal year (resulting in greater budget transparency), and help shape the development of the next budget cycle. The Mid-Year Budget Report provides an opportunity to adjust City operations to align with current City needs by projecting from the prior six months of actual revenue and expenditures.

**FISCAL IMPACT:**

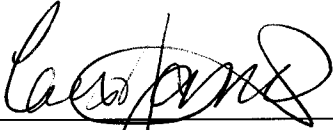
The Mid-Year Budget Report provides the City Council a periodic update on the City’s Biennial Budget. The fiscal impacts associated with the recommended staffing requests will be funded by offsetting increases in revenue sources as identified. Operating Program and Capital Improvement Project requests totaling \$806,608 across all funds are recommended to be funded from the sources identified Attachment B.

**ATTACHMENTS:**

- A. Resolution of the City Council of the City of Lathrop Approving the Mid-Year Budget Report for Year 1 of the Biennial Budget FY 2024 and FY 2025 and Related Budget and Position Control Request
- B. Recommended Budget Amendments for Year 1 of Biennial Budget FY 2024
- C. Job Description: Fleet Attendant
- D. Job Description: Police Captain
- E. Job Description: Police Corporal
- F. Job Description: Property & Evidence Manager
- G. Job Description: Project Manager
- H. Job Description: Parks and Recreation Manager
- I. Grade Step Table
- J. Position Control Roster

**CITY MANAGER'S REPORT**  
**MARCH 11, 2024, CITY COUNCIL REGULAR MEETING**  
**BIENNIAL BUDGET FISCAL YEAR 2023 – 2024 MIDYEAR REPORT (YEAR 1)**

**APPROVALS:**



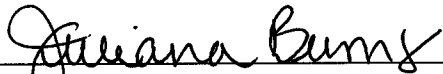
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Cari James  
Director of Finance

3/6/2024

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Date



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Juliana Burns  
Director of Human Resources

3/6/2024

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Date



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Thomas Hedegard  
Deputy City Manager

3/6/2024

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Date



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Salvador Navarrete  
City Attorney

3.6.2024

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Date



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Stephen J. Salvatore  
City Manager

3.6.24

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Date

**RESOLUTION NO. 24-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP APPROVING THE MID-YEAR BUDGET REPORT FOR YEAR 1 OF THE BIENNIAL BUDGET FY 2024 AND FY 2025 AND RELATED BUDGET AND POSITION CONTROL REQUESTS**

**WHEREAS**, the City Council of the City of Lathrop adopted the Biennial Budget for Fiscal Year 2023/24 and 2024/25 on June 14, 2023 by Resolution No. 23-5322; and

**WHEREAS**, as part of the Biennial Budget process, a mid-cycle review is conducted on the first year’s programmed allocations (Year 1 or FY 2024). The financial review as of December 31, 2023, provides a mid-year budget update to the City Council for the current fiscal year.; and

**WHEREAS**, at mid-year, a \$507,639 appropriation adjustment is proposed for the General Fund to align the City’s expenditures with its current operating needs; and

**WHEREAS**, in addition, current revenue trends in, service charges, property tax, and interest earnings are performing better than expected, therefore, staff proposes increasing service charge revenue by \$30,000, property tax \$200,000, property tax in lieu of VLF by \$200,000, and interest earnings by \$100,000; and

**WHEREAS**, the proposed Mid-Year Report recommends approving the amended Grade Step Table and amending the Position Control roster to reclass, unfund, and fund the following positions:

<b>Proposed Reclassification</b>	<b>FY 23/24 Expense</b>	<b>FY 24/25 Expense</b>
<b>City Attorney</b>		
<b>Administrative Assistant III to Legal Secretary</b>	1,926	5,634
<b>Legal Secretary to Legal Assistant</b>	1,915	5,682
<b>Finance</b>		
<b>Customer Service Rep I to Accountant I/II</b>	2,027	33,670
<b>Parks, Recreation and Maintenance Services</b>		
<b>Rec Manager to Parks and Rec Manager</b>	1,894	5,908
<b>Landscape &amp; Irrigation Specialist to Maintenance Services Supervisor</b>	0	0
<b>Police</b>		
<b>Police Officer to Police Corporal – 5 positions</b>	27,500	76,255
<b>Police Commander to Police Captain – 2 positions</b>	0	0
<b>Public Works</b>		
<b>Assist Engineer to Associate Engineer–2 positions</b>	6,067	18,201
<b>Total Reclass</b>	<b>\$41,329</b>	<b>\$145,350</b>



<b>Proposed Add/Create/Unfund</b>	<b>FY 23/24 Expense</b>	<b>FY 24/25 Expense</b>	<b>FTE</b>
<b>Information Systems</b>			
<b>Unfund Chief Information Officer</b>	(215,463)	(221,995)	(1.00)
<b>Fund Information Technology Technician</b>	27,866	114,637	1.00
<b>Fund Information Technology Engineer I/II</b>	41,891	172,762	1.00
<b>Parks, Recreation and Maintenance Services</b>			
<b>Unfund Recreation Leader</b>	0	(22,387)	(0.45)
<b>Fund Fleet Attendant</b>	0	22,387	0.45
<b>Police</b>			
<b>Fund Police Lieutenant</b>	0	262,507	1.00
<b>Fund Crime and Intelligence Analyst I/II and     move from Grade 51 to Grade 56</b>	0	126,616	1.00
<b>Fund Property and Evidence Manager</b>	0	170,487	1.00
<b>Public Works</b>			
<b>Unfund Senior Civil Engineer</b>	(192,434)	(192,434)	(1.00)
<b>Fund Principal Engineer</b>	54,753	219,012	1.00
<b>Fund Project Manager</b>	54,698	218,790	1.00
<b>Total Add/Create/Unfund</b>	<b>\$(228,689)</b>	<b>\$870,382</b>	<b>5.00</b>

**WHEREAS**, the proposed Mid-Year Report recommends approving the following new or amended job descriptions:

1. Fleet Attendant (Attachment C)
2. Police Captain (Attachment D)
3. Police Corporal (Attachment E)
4. Property & Evidence Manager (Attachment F)
5. Project Manager (Attachment G)
6. Parks and Recreation Manager (Attachment H)

**WHEREAS**, the proposed Mid-Year Report recommends amending all other City funds based on changes in revenue and expenditure projections as shown on Attachment B of the staff report and adjustments recommended therein.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lathrop does hereby approve the Mid-Year Budget and position control amendments for Fiscal Year 2023/24 and 2024/25 as shown below and provided as Attachment B in the City Managers Report; and

The foregoing resolution was passed and adopted this 11<sup>th</sup> day of March, 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

APPROVED AS TO FORM:

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

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

MID-YEAR 2023/24		
REVENUE - BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - Leisure Programs - Parks and Recreation Fees	1010-30-30-341-01-04	30,000
STREET FUND - Miscellaneous Revenue	2080-50-10-371-90-00	12,000
<b>Revenue Grand Total:</b>		<b>\$ 42,000</b>
EXPENDITURE - BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
GENERAL FUND - City Council - Training & Travel	1010-11-10-435-20-00	\$ 7,500
GENERAL FUND - City Clerk - Professional Services	1010-12-10-420-01-00	26,000
GENERAL FUND - City Attorney - Salaries	1010-13-10-410-11-00	3,841
GENERAL FUND - Finance - Salaries	1010-15-10-410-11-00	64,510
GENERAL FUND - Finance - Banefits/PERS	1010-15-10-410-20-00	14,247
GENERAL FUND - Information Systems - Salaries	1010-17-20-410-11-00	(145,706)
GENERAL FUND - Information Systems - Subscriptions	1010-17-20-435-10-00	176,800
GENERAL FUND - Information Systems - Computer and Equipment	1010-17-20-450-12-00	263,200
GENERAL FUND - Public Works - Salaries	1010-30-10-410-11-00	57,004
GENERAL FUND - Parks & Recreation - Recreation Personnel	1010-30-30-420-03-00	30,000
GENERAL FUND - Parks & Recreation - Salaries	1010-30-33-410-11-00	(7,500)
GENERAL FUND - Public Safety - Salaries	1010-40-20-410-11-00	(8,359)
GENERAL FUND - Public Safety - Banefits/PERS	1010-40-20-410-20-00	(3,556)
GENERAL FUND - Public Safety - Salaries	1010-40-30-410-11-00	27,500
GENERAL FUND - Public Works - Salaries	1010-50-01-410-11-00	1,552
GENERAL FUND - Public Works - Salaries	1010-50-06-410-11-00	606
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	1,894
MEASURE-C FUND - Parks & Recreation - Building Maint. Materials & Supplies	1060-19-10-430-21-00	12,000
BUILDING SAFETY & INSPECTION - Building - Salaries	2015-50-30-410-11-00	(25,077)
BUILDING SAFETY & INSPECTION - Building - Benefits/PERS	2015-50-30-410-20-00	(10,691)
DEVELOPMENT ENGINEERING - PW Construction Management - Salaries	2020-50-03-410-11-00	(46,591)
DEVELOPMENT ENGINEERING - PW Land Development - Salaries	2020-50-04-410-11-00	(54,363)
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(5,900)
STREETS FUND - Public Works - Other Maintenance & Repair	2080-50-10-420-75-00	12,000
STREETS TREE FUND - Public Works - Salaries	2080-50-11-410-11-00	(19,469)
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Salaries	2500-50-21-410-11-00	(1,770)
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Other Maint. & Repair	2500-50-21-420-75-00	25,000
STORM DRAIN ZONE 1 - Public Works - Salaries	2510-50-20-410-11-00	(1,770)
RESIDENTIAL LIGHTING FUND - Public Works - Salaries	2520-50-12-410-11-00	2,735
INDUSTRIAL LIGHTING FUND - Public Works - Salaries	2520-50-14-410-11-00	2,735
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	(1,770)
STONEBRIDGE DLMD - Public Works - Salaries	2560-50-61-410-11-00	(1,770)
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	(129)
MOSSDALE LLMD - Public Works - Salaries	2580-50-64-410-11-00	(1,770)
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	(1,770)
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	2,606
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	418
STREETS CIP - PS24-30 - Pedestrian Safety Enhancement	3310-80-00-420-12-00	200,000
WATER FUND - Public Works - Salaries	5620-50-50-410-11-00	(17,429)
WATER FUND - Public Works - Professional Services	5620-50-50-420-01-00	79,390
WATER FUND - Public Works - Communication Equipment Repair	5620-50-50-420-72-00	55,770
MWQCF SEWER FUND - Public Works - Salaries	6010-50-30-410-11-00	(5,809)
MWQCF SEWER FUND - Public Works - Communication Equipment Repair	6010-50-30-420-72-00	41,576
CTF SEWER FUND - Public Works - Salaries	6080-50-34-410-11-00	(5,809)
CTF SEWER FUND - Public Works - Communication Equipment Repair	6080-50-34-420-72-00	64,732
<b>Expenditure Grand Total:</b>		<b>\$ 806,608</b>
TRANSFER IN - BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
STREETS CIP - PS24-30 - Pedestrian Safety Enhancement	3310-9900-393-00-00	200,000
<b>Transfer In Total:</b>		<b>\$ 200,000</b>
TRANSFER OUT - BUDGET AMENDMENTS [Increase/(Decrease)]		
Source	GL Account	Amount
MEASURE-C FUND	1060-9900-990-90-10	200,000
<b>Transfer Out Total:</b>		<b>\$ 200,000</b>

<b>MID-YEAR 2024/25</b>		
<b>EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]</b>		
<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - City Manager - Salaries	1010-11-20-410-11-00	\$ 310,459
GENERAL FUND - City Attorney - Salaries	1010-13-10-410-11-00	11,316
GENERAL FUND - Finance - Salaries	1010-15-10-410-11-00	(73,784)
GENERAL FUND - Information Systems - Salaries	1010-17-20-410-11-00	65,404
GENERAL FUND - Information Systems - Professional Services	1010-17-20-420-01-00	(65,000)
GENERAL FUND - Information Systems - Subscriptions	1010-17-20-435-10-00	176,800
GENERAL FUND - Public Works - Salaries	1010-30-10-410-11-00	179,102
GENERAL FUND - Parks & Recreation - Salaries	1010-30-33-410-11-00	(22,387)
GENERAL FUND - Public Safety - Salaries	1010-40-20-410-11-00	(12,382)
GENERAL FUND - Public Safety - Salaries	1010-40-30-410-11-00	338,762
GENERAL FUND - Public Safety - Salaries	1010-40-40-410-11-00	297,103
GENERAL FUND - Public Works - Salaries	1010-50-01-410-11-00	4,657
GENERAL FUND - Public Works - Salaries	1010-50-06-410-11-00	1,820
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	5,908
BUILDING SAFETY & INSPECTION - Building - Salaries	2015-50-30-410-11-00	(37,141)
DEVELOPMENT ENGINEERING - PW Construction Management - Salaries	2020-50-03-410-11-00	101,916
DEVELOPMENT ENGINEERING - PW Land Development - Salaries	2020-50-04-410-11-00	67,660
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(17,699)
STREETS TREE FUND - Public Works - Salaries	2080-50-11-410-11-00	(58,408)
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Salaries	2500-50-21-410-11-00	(5,310)
STORM DRAIN ZONE 1 - Public Works - Salaries	2510-50-20-410-11-00	(5,310)
RESIDENTIAL LIGHTING FUND - Public Works - Salaries	2520-50-12-410-11-00	10,940
INDUSTRIAL LIGHTING FUND - Public Works - Salaries	2520-50-14-410-11-00	10,940
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	(5,310)
STONEBRIDGE DLMD - Public Works - Salaries	2560-50-61-410-11-00	(5,310)
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	1,254
MOSSDALE LLMD - Public Works - Salaries	2580-50-64-410-11-00	(5,310)
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	(5,310)
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	12,193
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	3,442
WATER FUND - Public Works - Salaries	5620-50-50-410-11-00	(54,376)
MWQCF SEWER FUND - Public Works - Salaries	6010-50-30-410-11-00	(18,125)
CTF SEWER FUND - Public Works - Salaries	6080-50-34-410-11-00	(18,125)
<b>Expenditure Grand Total:</b>		<b>\$ 1,190,389</b>
<b>TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]</b>		
<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - FRM MEASURE - C	1010-9900-393-00-00	\$ 126,616
<b>Transfer In Total:</b>		<b>\$ 126,616</b>
<b>TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]</b>		
<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND -	1010-9900-990-90-10	
MEASURE-C FUND	1010-9900-990-90-10	\$ 126,616
<b>Transfer Out Total:</b>		<b>\$ 126,616</b>

**BE IT FURTHER RESOLVED,** that these new or revised salary adjustments shall be effective the first full pay period after council adoption.

**MID-YEAR 2023/24**

**REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - Property Tax	1010-15-10-311-01-00	\$ 200,000
GENERAL FUND - Vehicle License Fee in Lieu	1010-15-10-313-01-00	200,000
GENERAL FUND - Investment Earnings	1010-15-10-361-01-00	100,000
GENERAL FUND - Leisure Programs - Parks and Recreation Fees	1010-30-30-341-01-04	30,000
STREET FUND - Miscellaneous Revenue	2080-50-10-371-90-00	12,000
<b>Revenue Grand Total:</b>		<b>\$ 542,000</b>

**EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - City Council - Training & Travel	1010-11-10-435-20-00	\$ 7,500
GENERAL FUND - City Clerk - Professional Services	1010-12-10-420-01-00	26,000
GENERAL FUND - City Attorney - Salaries	1010-13-10-410-11-00	3,841
GENERAL FUND - Finance - Salaries	1010-15-10-410-11-00	64,510
GENERAL FUND - Finance - Banefits/PERS	1010-15-10-410-20-00	14,247
GENERAL FUND - Information Systems - Salaries	1010-17-20-410-11-00	(145,706)
GENERAL FUND - Information Systems - Subscriptions	1010-17-20-435-10-00	176,800
GENERAL FUND - Information Systems - Computer and Equipment	1010-17-20-450-12-00	263,200
GENERAL FUND - Public Works - Salaries	1010-30-10-410-11-00	57,004
GENERAL FUND - Parks & Recreation - Recreation Personnel	1010-30-30-420-03-00	30,000
GENERAL FUND - Parks & Recreation - Salaries	1010-30-33-410-11-00	(7,500)
GENERAL FUND - Public Safety - Salaries	1010-40-20-410-11-00	(8,359)
GENERAL FUND - Public Safety - Banefits/PERS	1010-40-20-410-20-00	(3,556)
GENERAL FUND - Public Safety - Salaries	1010-40-30-410-11-00	27,500
GENERAL FUND - Public Works - Salaries	1010-50-01-410-11-00	1,552
GENERAL FUND - Public Works - Salaries	1010-50-06-410-11-00	606
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	1,894
MEASURE-C FUND - Parks & Recreation - Building Maint. Materials & Supplies	1060-19-10-430-21-00	12,000
BUILDING SAFETY & INSPECTION - Building - Salaries	2015-50-30-410-11-00	(25,077)
BUILDING SAFETY & INSPECTION - Building - Banefits/PERS	2015-50-30-410-20-00	(10,691)
DEVELOPMENT ENGINEERING - PW Construction Management - Salaries	2020-50-03-410-11-00	(46,591)
DEVELOPMENT ENGINEERING - PW Land Development - Salaries	2020-50-04-410-11-00	(54,363)
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(5,900)
STREETS FUND - Public Works - Other Maintenance & Repair	2080-50-10-420-75-00	12,000
STREETS TREE FUND - Public Works - Salaries	2080-50-11-410-11-00	(19,469)
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Salaries	2500-50-21-410-11-00	(1,770)
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Other Maint. & Repair	2500-50-21-420-75-00	25,000
STORM DRAIN ZONE 1 - Public Works - Salaries	2510-50-20-410-11-00	(1,770)
RESIDENTIAL LIGHTING FUND - Public Works - Salaries	2520-50-12-410-11-00	2,735
INDUSTRIAL LIGHTING FUND - Public Works - Salaries	2520-50-14-410-11-00	2,735
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	(1,770)
STONEBRIDGE DLMD - Public Works - Salaries	2560-50-61-410-11-00	(1,770)
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	(129)
MOSSDALE LLMD - Public Works - Salaries	2580-50-64-410-11-00	(1,770)
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	(1,770)
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	2,606
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	418
STREETS CIP - PS24-30 - Pedestrian Safety Enhancement	3310-80-00-420-12-00	200,000
WATER FUND - Public Works - Salaries	5620-50-50-410-11-00	(17,429)
WATER FUND - Public Works - Professional Services	5620-50-50-420-01-00	79,390
WATER FUND - Public Works - Communication Equipment Repair	5620-50-50-420-72-00	55,770
MWQCF SEWER FUND - Public Works - Salaries	6010-50-30-410-11-00	(5,809)
MWQCF SEWER FUND - Public Works - Communication Equipment Repair	6010-50-30-420-72-00	41,576
CTF SEWER FUND - Public Works - Salaries	6080-50-34-410-11-00	(5,809)
CTF SEWER FUND - Public Works - Communication Equipment Repair	6080-50-34-420-72-00	64,732
<b>Expenditure Grand Total:</b>		<b>\$ 806,608</b>

**TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
STREETS CIP - PS24-30 - Pedestrian Safety Enhancement	3310-9900-393-00-00	200,000
<b>Transfer In Total:</b>		<b>\$ 200,000</b>

**TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
MEASURE-C FUND	1060-9900-990-90-10	200,000
<b>Transfer Out Total:</b>		<b>\$ 200,000</b>

**MID-YEAR 2024/25**

**REVENUE – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - Property Tax	1010-15-10-311-01-00	\$ 200,000
GENERAL FUND - Vehicle License Fee in Lieu	1010-15-10-313-01-00	200,000
GENERAL FUND - Investment Earnings	1010-15-10-361-01-00	100,000
<b>Revenue Grand Total:</b>		<b>\$ 500,000</b>

**EXPENDITURE – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - City Manager - Salaries	1010-11-20-410-11-00	\$ 310,459
GENERAL FUND - City Attorney - Salaries	1010-13-10-410-11-00	11,316
GENERAL FUND - Finance - Salaries	1010-15-10-410-11-00	(73,784)
GENERAL FUND - Information Systems - Salaries	1010-17-20-410-11-00	65,404
GENERAL FUND - Information Systems - Professional Services	1010-17-20-420-01-00	(65,000)
GENERAL FUND - Information Systems - Subscriptions	1010-17-20-435-10-00	176,800
GENERAL FUND - Public Works - Salaries	1010-30-10-410-11-00	179,102
GENERAL FUND - Parks & Recreation - Salaries	1010-30-33-410-11-00	(22,387)
GENERAL FUND - Public Safety - Salaries	1010-40-20-410-11-00	(12,382)
GENERAL FUND - Public Safety - Salaries	1010-40-30-410-11-00	338,762
GENERAL FUND - Public Safety - Salaries	1010-40-40-410-11-00	297,103
GENERAL FUND - Public Works - Salaries	1010-50-01-410-11-00	4,657
GENERAL FUND - Public Works - Salaries	1010-50-06-410-11-00	1,820
MEASURE-C FUND - Parks & Recreation - Salaries	1060-19-10-410-11-00	5,908
BUILDING SAFETY & INSPECTION - Building - Salaries	2015-50-30-410-11-00	(37,141)
DEVELOPMENT ENGINEERING - PW Construction Management - Salaries	2020-50-03-410-11-00	101,916
DEVELOPMENT ENGINEERING - PW Land Development - Salaries	2020-50-04-410-11-00	67,660
STREETS FUND - Public Works - Salaries	2080-50-10-410-11-00	(17,699)
STREETS TREE FUND - Public Works - Salaries	2080-50-11-410-11-00	(58,408)
CROSSROADS STORM DRAIN ZONE 1 A - Public Works - Salaries	2500-50-21-410-11-00	(5,310)
STORM DRAIN ZONE 1 - Public Works - Salaries	2510-50-20-410-11-00	(5,310)
RESIDENTIAL LIGHTING FUND - Public Works - Salaries	2520-50-12-410-11-00	10,940
INDUSTRIAL LIGHTING FUND - Public Works - Salaries	2520-50-14-410-11-00	10,940
STONEBRIDGE LANDSCAPE - Public Works - Salaries	2550-50-60-410-11-00	(5,310)
STONEBRIDGE DLMD - Public Works - Salaries	2560-50-61-410-11-00	(5,310)
CFD 2004-1 MOSSDALE SERVICES - Public Works - Salaries	2570-50-63-410-11-00	1,254
MOSSDALE LLMD - Public Works - Salaries	2580-50-64-410-11-00	(5,310)
CFD 2005-1 HISTORIC LATHROP - Public Works - Salaries	2630-50-65-410-11-00	(5,310)
CFD 2019-1 SOUTH LATHROP - Public Works - Salaries	2670-50-55-410-11-00	12,193
CFD 2019-2 CENTRAL LATHROP - Public Works - Salaries	2680-50-55-410-11-00	3,442
WATER FUND - Public Works - Salaries	5620-50-50-410-11-00	(54,376)
MWQCF SEWER FUND - Public Works - Salaries	6010-50-30-410-11-00	(18,125)
CTF SEWER FUND - Public Works - Salaries	6080-50-34-410-11-00	(18,125)
<b>Expenditure Grand Total:</b>		<b>\$ 1,190,389</b>

**TRANSFER IN – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
GENERAL FUND - FRM MEASURE - C	1010-9900-393-00-00	\$ 126,616
<b>Transfer In Total:</b>		<b>\$ 126,616</b>

**TRANSFER OUT – BUDGET AMENDMENTS [Increase/(Decrease)]**

<b>Source</b>	<b>GL Account</b>	<b>Amount</b>
MEASURE-C FUND	1010-9900-990-90-10	\$ 126,616
<b>Transfer Out Total:</b>		<b>\$ 126,616</b>

## CITY OF LATHROP

### FLEET ATTENDANT

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

#### **DEFINITION:**

Under close supervision, the **Fleet Attendant** position is responsible for assisting in the delivery of the City's fleet maintenance program. Responsibilities include the pickup and delivery of automotive repair parts, materials, supplies, and equipment to and from various pickup and delivery locations. Assists with moving City vehicles, including public safety vehicles, to and from local sublet service providers. Assists with general warehouse functions such as checking in deliveries, putting parts up in the inventory, inventory counts, and warehouse organization. Collects detailed information from customers regarding service inquiries or requests, problems, or maintenance requests, and processes work orders into the computer system.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Fleet Attendant** is the entry level support class responsible for providing support for fleet maintenance and the implementation of a wide variety of principles and practices of modern fleet management. This classification is the sole distinguished position in this class.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision from the Parks and Recreation Director, or designee. Incumbents in this class do not typically exercise supervision over lower level classes.

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

- Delivers and picks up vehicles from local maintenance/repair facilities;
- Checks vehicle equipment fluid levels (e.g. transmission, power steering, brake, wiper, engine coolant and hydraulic fluids);
- Washes and vacuums vehicles;
- Applies license plates and affixes or removes appropriate stickers and decals;
- Dispenses (e.g. gas, diesel) to fill vehicle fuel tanks and dispenses oil, windshield washer solvent, and antifreeze, and charges all electric vehicles;
- Maintains fueling and charging station area clean and free of debris to minimize accidents and provide a safe environment and performs manual fuel tank stick measurements;
- Use handheld devices for photographs, log-in/log-out vehicles, inventory, safety inspections, retrieving parts and tracking City fleet records with information on vehicles serviced and work completed;
- Attends mandatory pre-service and in-service training and meetings and provides ideas for operational efficiency and improvement;
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- .Must be comfortable moving vehicles, towing equipment and working in inclement weather (i.e. wind, rain, heat, etc.).

## **Fleet Attendant**

- Requires the use of safety equipment that may include but not limited to mask, gloves, face shield/goggles, non-slip shoes and/or other protective garments/equipment as needed.
- Ability to drive motorized vehicles. Other duties as assigned

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required. Drive motorized vehicles, heavy equipment, and work in heavy vehicle traffic conditions. Additionally, the incumbent in this outdoor position works in all weather conditions, including wet, hot and cold. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

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

#### **Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Fleet Attendant**. A typical way of obtaining the required qualifications is to possess the equivalent of one year of experience, and a high school diploma or equivalent.

#### **License/Certificate:**

Possession of a clean valid class C California driver's license and the ability to obtain CPR, First Aid, AED certification.

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

#### **Knowledge of:**

General fleet maintenance principles; monitoring and evaluating service supplies; fuel operations; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling transportation and delivery driving; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping, report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.



## **Fleet Attendant**

### **Ability to:**

Assist with planning, coordination, and implementation of a variety of Citywide fleet maintenance operations, including the effective and efficient maintenance, repair, purchase, and disposal of City vehicles and equipment, planning and managing inventory controls, computerized information systems, fuel systems, and specifications; display high levels of attention to detail, be able to multi-task, stay organized, be highly motivated, a self-starter and work as a team player; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

### **Skill to:**

Operate standard maintenance tools and equipment; operate an office computer and a variety of word processing and software applications.

### **HOURS:**

**Fleet Attendants** will work both traditional and non-traditional hours, which will include an occasional weekend, late evening, or department special event. The workload is primary during the morning hours beginning around 8:00 a.m. However, the availability of hours for these positions may vary throughout the year.

Historical Data:

Adopted by Resolution 24-\_\_\_\_\_

FLSA Non-Exempt

Part-Time (less than 20 hours weekly): Unrepresented

**CITY OF LATHROP**  
**POLICE COMMANDERCAPTAIN**

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**DEFINITION:**

Under general direction, plans, directs, supervises, and coordinates the activities of any assigned major programs and activities of the department; maintains charge of department supervisors; assumes command as assigned; and performs related duties as required.

**DISTINGUISHING CHARACTERISTICS:**

The ~~Police Commander~~ Captain is the management-level sworn classification and is responsible for the operations of assigned sworn and civilian personnel within the department in the protection of life and property, maintaining order, and enforcement of laws and ordinances. This class is required to manage various divisions, bureaus, and projects; investigate sensitive criminal or administrative matters; and assist the Police Chief in operations and support services functions as directed. This class is distinguished from Police Chief, which has overall management and budgetary responsibility for the Police Department. The ~~Police Commander~~ Captain is distinguished from the next lower class of Police ~~Sergeant~~ Lieutenant in that the latter has lead responsibility over a team of Police Sergeants, Police Officers, and or professional staff.

**SUPERVISION RECEIVED/EXERCISED:**

Receives general supervision and direction from the Police Chief. Exercises general supervision directly and through subordinate supervisors over Police Lieutenants, Police Sergeants, Police Officers, professional staff, and other staff as assigned.

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

- Manages and supervises both sworn and professional staff and operational activities of a division, an assigned shift, or a function within a division; participates in the hiring process for subordinate positions and as needed.
- Organizes and assigns personnel among shifts; reviews shift activities and coordinates information gathered and work accomplished by subordinates.
- Supervises Police ~~Sergeants~~ Lieutenant(s) and/or civilian supervisors to assure proper policies and procedures are followed; supervises Police Sergeants in the absence of the Police Lieutenant; makes regular inspections of the holding area, building, and vehicles; investigates citizen complaints; appears in court as required.;

POLICE COMMANDER/CAPTAIN

City of Lathrop

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- Responds to major crimes, accident scenes, and emergencies; supervises investigations, interviews, and interrogations in the field; conducts highly complex and sensitive investigations; solves problems as they arise within the unit or program.
- Participates in the development and implementation of goals, objectives, policies, and priorities.
- Participates in the development and management of the department budget for functional area of responsibility; monitors and approves expenditures as authorized.
- Identifies opportunities for improving service delivery methods and procedures.
- Directs, coordinates, and reviews the work plan for the assigned area of responsibility; assigns work activities and projects; monitors workflow; reviews and evaluates work products, methods, and procedures; meets with staff to identify and resolve problems.
- Trains, motivates, supervises, and evaluates subordinate personnel; supervises and conducts personnel investigations and makes recommendations regarding discipline, assignment of personnel, and promotions.
- Coordinates assigned police activities with those of other units, divisions, other City departments, and outside agencies and organizations; provides staff assistance to the Police Chief; prepares and presents staff reports and other necessary correspondence.
- Responds to inquiries from the media and general public; conducts meetings with local groups; provides interviews to media personnel upon request.
- Reviews, corrects, and participates in the preparation of police reports and records.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the law enforcement field.
- May serve as Acting Police Chief when designated in the Police Chief's absence; may prepare and present to the City Council items related to the Police Department.
- May manage special programs or projects as required.
- Performs other related duties as required or assigned by the Chief of Police ~~superior officer~~.

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

**Education and/or Experience:**

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be the equivalent to a Bachelor's degree from an accredited college or university with major coursework in police science, criminal justice administration, public administration, or a related field; and at least ~~ten~~ (610) years of increasingly responsible service as a full-time, sworn peace officer with a public agency, including two (2) years at a supervisory level.

**License/Certificate:**

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Possession of a valid California P.O.S.T. Advanced Certificate. Possession of California P.O.S.T. Supervisory Certificate is highly desirable. Possession of, or ability to obtain, a valid CPR certification.

**Additional Requirements:**

Meet the P.O.S.T requirements for a sworn position in the State of California, or M must currently be employed as a sworn peace officer, in good standing; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must possess U.S. citizenship at the time of appointment.

**KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Operations, services, and activities of a comprehensive municipal law enforcement program; law enforcement theory, principles, and practices and their application to a wide variety of services and programs; methods and techniques used in providing the full range of law enforcement and crime prevention services and activities, including investigation and identification, patrol, traffic control, crime prevention, records management, and care and custody of persons and property; principles and practices of community policing; Peace Officer Bill of Rights and its application; modern methods and procedures of criminal identification and records; use of firearms and other modern police equipment; methods and techniques of public relations; principles of customer service; recent court decisions and how they affect department operations; principles and practices of municipal budget preparation and administration; principles of supervision, training, and performance evaluation; office procedures, methods, and equipment including computers; principles of business letter writing and basic report preparation; thorough knowledge of pertinent federal, state, and local laws, ordinances, codes, and regulations.

**Ability to:**

Supervise, direct, and coordinate the work of assigned staff; select, train, and evaluate assigned staff; analyze problems, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of goals; effectively deploy and review the work of officers and special investigational details; prepare clear and concise administrative reports; prepare and administer budgets; discharge firearms in a safe and effective manner; interpret, apply, and make decisions in accordance with applicable federal, state, and local policies, laws, and regulations; interpret and explain City law enforcement policies and procedures; supervise and conduct sensitive investigations; identify and prepare information for release to the media; analyze emergency situations and adopt quick, reasonable, and effective courses of action; respond to requests and inquiries from the general public; recommend improvements in departmental operations and in the rules, regulations, and policies governing the department; demonstrate an awareness and appreciation of the cultural diversity of the community; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships with those contacted in the course of work.

**Physical Demands**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

### **Environmental Conditions**

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety operations.

### **Working Conditions**

Must be willing to work extended shifts or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

### **Disaster Service Worker**

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

### **Historical Data**

Position Adopted July 2021, by Resolution 21-4921; and

Revised March 11, 2024 by Resolution: 24-

FLSA Status: Exempt

Unrepresented

**CITY OF LATHROP  
POLICE CORPORAL**

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**DEFINITION:**

Under general or direct supervision, performs a wide variety of law enforcement and crime prevention duties of a more difficult and complex nature related to the protection of public health, safety, and welfare; acts as an assistance supervisor to a Patrol Sergeant; acts for the Sergeant in his/her absence; functions as an assistant to the Detective Sergeant and may assume command in his/her absence; carries out the duties in specialized fields of law enforcement, as assigned; and ensures the enforcement of all applicable federal, state, and local laws; performs investigative work; and performs additional related duties as assigned.

**DISTINGUISHING CHARACTERISTICS:**

The **Police Corporal** is a journey level class in the sworn police officer series, and the first level of supervision in the law enforcement series, in the absence of, or at the direction of, the Sergeant. An incumbent in this class supervises Officers engaged in a well-defined departmental activity on a part-time operational basis. Incumbents perform a full range of supervisory and training activity, and are responsible for the performance of the full scope of law enforcement duties and responsibilities performed by the Police Officer classification and additionally is assigned supervisory and Field Training responsibilities. Employees in this classification will be responsible during day-to-day operations until the arrival of a Sergeant, or Superior Officer. This classification differs from that of Police Sergeant in that supervisory duties are generally limited to day-to-day operations and non-personnel issues, unless assigned during an acting assignment.

**SUPERVISION RECEIVED/EXERCISED:**

Receives direction from the Chief of Police, Police Captain, Lieutenant or Sergeant depending upon assignment. Exercises direct supervision over sworn and non-sworn personnel.

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

- Performs all duties and essential functions of the Police Officer classification of the City of Lathrop Police Department.
- When assigned to supervisory duties, and or acting in the Sergeant role, performs the following duties; but not limited to:

- Provides direct supervision to sworn and non-sworn personnel; plans, organizes and manages the activities and services of an assigned shift.
  - Carries out the orders of his/her superior officers; insures department Policies and Procedures are adhered to; reports in writing to his/her Commanding Officer, and or assigned Supervisor, incidents of misconduct, insubordination and neglect of or unfitness for duty; and takes charge of critical incidents.
  - Conducts roll calls; inspect members of his/her assigned shift; communicates orders and other necessary information; gives instruction and advice as necessary; insures all personnel assigned to him/her are properly equipped and are in proper uniform while on duty.
  - Monitors and follow-ups, as appropriate, the activities of personnel under his/her charge to determine if police duties, orders and instructions are promptly and efficiently performed.
  - Receives, reviews and approved reports from subordinate staff; participates in the preparation and maintenance of reports and records.
  - Sets a positive example for subordinates to follow, encouraging a relationship of trust and respect; may participate in the selection of staff; provide or coordinate staff training, either during shift briefing or designated training days.
  - Supervises, initiates, and conducts complex criminal investigations; follows-up on investigations of crimes and incidents initiated by other officers.
- As a Supervisory Field Training Officer (FTO), oversees training of new personnel and report progress or deficiencies to superior officers. Assignment of Police Corporals to FTO duties will be at the discretion of the Police Chief to supplement the assigned FTO Police Officers as needed.
    - Reviews and evaluates work methods and procedures for improving organizational performance. Gathers and analyzes data and makes recommendations on a variety of administrative, fiscal, personnel and operational issues. Provides information through oral or written reports, email, or memos.
    - Participates in the development and implementation of policies and procedures.
    - Identifies training opportunities and needs and makes recommendations to department management.
    - Performs public outreach and supports and furthers the principles of community oriented policing.
    - Responds to questions, concerns and requests for service from the public; provides information as appropriate and resolves complaints.
    - Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public
  - Perform other related duties and responsibilities as assigned.



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

**Education and/or Experience:**

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be graduation from high school or equivalent and successful completion of a Peace Officer Standards and Training (P.O.S.T.) certified Police Academy, and three (3) years of full-time paid experience as a sworn peace officer with a California Law Enforcement Agency. College level course work, supervisory experience and specialized training in law enforcement, criminal justice, or a related field is highly desirable.

**License/Certificate:**

Possession of a valid California Driver License, Class C or higher, and a satisfactory driving record, prior to date of appointment. Qualify for or possession of a valid California P.O.S.T. Basic Certificate or valid California P.O.S.T Basic Course Waiver upon completion of probation. Possession of, or ability to obtain, a valid CPR certification.

**Additional Requirements:**

Must be at least 21 years of age; must successfully complete a comprehensive P.O.S.T. background investigation, physical examination, and psychological evaluation; must possess U.S. citizenship at the time of appointment. Possession and maintenance of firearms qualification.

**KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Operations, services, and standard operating procedures of a modern police department; the principles, methods, materials, equipment, and techniques of peace officers as well as staying abreast of recent developments, current literature, and sources of information on peace officers; vehicle and penal codes, as well as state and local traffic laws; laws governing search and seizure, admissibility and presentation of evidence, laws of arrest, crime scene procedures, and court procedures; principles and practices of community policing; Peace Officer Bill of Rights and its application; verbal/physical control tactics; use and care of firearms and other police equipment; supervisory and customer service principles and techniques; modern office practices, methods, and computer equipment and applications related to the work; basic first aid and cardiopulmonary resuscitation techniques (CPR); English usage, grammar, spelling, and punctuation.

**Ability to:**

Learn, understand, and interpret laws; prepare accurate and grammatically correct written reports; respond to requests and inquiries from the general public; think and act quickly in emergencies, and judge situations and people accurately; observe and remember names, faces, numbers, incidents, and places; cope with stressful situations firmly, courteously, tactfully, and with respect for the rights of others; possess good judgment, character, reputation, poise, bearing, alertness, emotional stability, and sincerity to effect good working and public relations; demonstrate proficiency in the use and care of firearms; make clear and concise radio transmissions; work independently and as part of a team; operate a variety of motor vehicles as well as office equipment, including but not limited to computers and supporting word processing software applications; communicate clearly and concisely; follow instructions, both orally and in writing; meet standards of physical stature, endurance, and agility established by the City; demonstrate an awareness and appreciation of the diversity of the community; establish and maintain effective working relationships with other employees, staff, vendors, and the public.

**Physical Demands**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; maintain P.O.S.T. physical standards, including mobility, physical strength, and stamina to respond to emergency situations and apprehend suspects; vision to maintain firearms qualification and to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone or radio. Due to the varied and unpredictable nature of police work, the incumbent may also be required to perform the following: make precise arm-hand positioning movements and maintain static arm-hand position such as when sighting and shooting a firearm; may require continuous and repetitive arm-hand movements; use sufficient strength and agility to enable the incumbent to sprint, or jump; coordinate the movement of more than one limb simultaneously such as when using hand radio while driving a vehicle or searching a building with firearm drawn, flashlight on, and opening and closing doors; bend or stoop repeatedly and continuously over time such as getting in and out of patrol car or gathering evidence at crime scenes; wear a 15 lbs. utility/gun belt which requires the continuous support from stomach and lower back muscles; may require the movement of heavy objects 50lbs and more. Operate various office equipment such as telephones, computers, copiers, fax machines, etc. Safely operate the following equipment in the performance of duties: A variety of City-owned vehicles; firearms; communications equipment, such as two-way radios, cell phones, and pagers; mobile display terminals (MDT); various audio-visual equipment; and any other equipment assigned.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

### **Environmental Conditions**

Requires working outdoors and using body, ear, and eye protection such as safety helmets, armored vests, earplugs, utility belts, and other specialized equipment; involves exposure to loud noise levels, cold and hot temperatures, inclement weather conditions, traffic, violent persons, assault hazards, vibration, confining workspace, chemicals, mechanical and/or electrical hazards, and hazardous physical substances and fumes. Employees in this class are subject to the threat of injury and life-threatening hazards as part of police safety operations. Incumbents may be required to work rotating shifts and assignments, and may work overtime with little or no notice.

### **Working Conditions**

Must be willing to work extended shifts, unusual hours, rotating shifts, evening, night, weekend, holidays, or be called back in emergency situations and respond to personal danger which may include exposure to armed/dangerous persons, dangerous animals, communicable diseases, hazards of emergency driving, hazards associated with traffic control and working in and near traffic, and natural and man-made disasters.

### **Disaster Service Worker**

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

### **Historical Data**

Position Adopted March \_\_, 2024 by Resolution: 24- \_\_\_\_\_

FLSA Status: Non-Exempt

LPOA Bargaining Unit

## CITY OF LATHROP

### PROPERTY AND EVIDENCE MANAGER

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

#### **DEFINITION:**

Under general direction, plans, organizes, directs, supervises, and manages the day-to-day activities and operations of the Lathrop Police Department Property and Evidence Division, including the compliance with applicable with state and local laws, regulations, and policies regarding the storage and disposal of property and evidence, and the operation of a city maintained property and evidence building; provides direction on the activities associated with receiving, processing, storing, tracking, coordinating, maintaining, transporting, safekeeping, and disposing of property and evidence under the jurisdiction and custody of the Lathrop Police Department; oversees the protection and integrity of evidence handling throughout the judicial process; provides highly responsible and complex administrative assistance to the assigned department, and other departments/agencies as needed; performs other related duties as assigned.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Property and Evidence Manager** is a non-sworn managerial classification, which assumes substantive and significant responsibility for coordinating and supervising the work activities, staff and priorities of the Property and Evidence Division, including the overall responsibility for the proper handling and preservation of property and evidence. The position requires specialized expertise in regards to property and evidence, which is applied to the overall management of the Property and Evidence Division, serves as the technical expert for the division, and demonstrates confidence and professionalism and advanced skills in forensic disciplines. This position is distinguished from the lower classification series of Property and Evidence Technician, in that the incumbent has regulatory compliance, project planning, and management responsibilities for the entire Property and Evidence Division.

#### **SUPERVISION RECEIVED/EXERCISED:**

This position is part of the Property and Evidence Division, within the Lathrop Police Department. The incumbent receives general direction from the Police Chief, or his or her designee. Exercises direct supervision over assigned staff.

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

- Knowledge of advanced principles and practices of property and evidence management, including knowledge of federal, state and local laws, codes, ordinances, policies and procedures relevant to property and evidence buildings, and offsite property storage.
- Plans, organizes, coordinates, administers and directs the work of the Property and Evidence Division, and assigned facilities and staff; develops and directs the implementation of goals, objectives, policies, procedures and work standards according to related regulations; develops and evaluates the effectiveness of comprehensive property and evidence related functions and programs, including needs assessment, program design and planning, implementation, evaluation and enforcement.
- Audits the work of assigned staff, including documentation, categorizing, and storage methods for property and evidence; ensures staff maintains the physical integrity, control, and chain of custody.
- Writes and reviews policies, procedures and regulations regarding department methods, including responding appropriately to grievances, requests for information and other related customer service responsibilities; recommends and/or implements action for improvement; oversees the handling of Public Record Act requests requested of the Property and Evidence Division.
- Performs highly complex and specialized work requiring the exercise of independent and sound judgment, the application of a highly advanced technical skills, and detailed knowledge of the activities and procedures specific to the Police Department
- Manage, and/or supervises the management of the custody and safekeeping of various types of property, which have been recovered, found or are being held as evidence in connection with the prosecution of crimes; ensures safety precautions and establishes proper procedures for the handling of firearms, weapons, chemical samples, blood, DNA, narcotics, syringes, toxic materials, money, valuable items, illicit material, and alcoholic beverages to prevent injury, avoid contamination, and assures chain of custody is followed by assigned staff.
- Manage digital media, including body worn camera and in-car camera videos; may coordinate the training and deployment of body worn cameras and in-car cameras.
- Oversees the release and purge of property and evidence following appropriate federal, state, and local laws and regulations; follows the city's adopted document retention schedule; oversees the preparation of evidence and property for auction and/or disposal upon completion of court proceedings; oversees database updates with release information and authorizes property release letters to owners; release property to be used as evidence to legally authorized persons; authorize return of property to rightful owners.

- Oversees, coordinates and contracts for professional crime laboratory services; determines and justifies which evidence to refer; prepares and transports evidence, including weapons, narcotics, and biological specimens for analysis and processing by others; prepares required forms and submits forms with evidence to labs.
- Coordinates the selection, orientation, training and evaluation programs for assigned staff; provides and/or coordinates staff training; provides positive motivation for employee performance; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of staff to ensure compliance with applicable state and local laws, codes and regulations.
- Oversees and participates in the development of the annual budget; participates in the forecast of necessary funds for staffing, materials, services and supplies; administers and monitors the approved division budget; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary; and manages inventory control of department's fixed assets.
- Serves as the city's liaison to the court and other offices requiring the transmission of property and evidence; oversees the preparation of evidence for officers and investigators for court proceedings; supervises the maintenance of applicable records and tracks such actions; oversees the coordination with regulatory for periodic audits and inventories of property and evidence operations within the crime lab/storage facility; and appears and testifies in court regarding handling and chain-of-custody of evidence, as required.
- Monitors new legislation; stays abreast of Department of Justice firearms regulations to ensure compliance with applicable legislation and ordinances; verifies background check compliance prior to the release of firearms; coordinates with the District Attorney's Office regarding firearms confiscation petitions; secures court orders for the destruction of controlled substances and firearms on adjudicated cases; interprets and explains provisions of applicable laws, rules, policies and agreements to city management, employees, outside organizations and the public.
- Prepares detailed and professional reports and other written communications, including policies and procedures, City Council staff reports, executive summaries and statistical data.
- Represents the Property and Evidence Division in meetings with other City departments, the executive team, other public agencies, and community organizations or committees.
- Operates and supervises the use of California Law Enforcement Teletype (CLETS) and National Crime Information Computer (NCIC) terminals, by assigned staff.
- Perform other duties and responsibilities as assigned.

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

**Education and/or Experience:**

Any combination of training, education and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be education equivalent to graduation from an accredited four-year college or university with a major in criminalistics, forensic science, criminal justice, chemical or biological sciences, political science, or related field. Alternatively, a high school diploma or GED with supplemental college-level coursework and certification in criminology, police evidence management, or a related field. Five (5) years of experience working in a law enforcement agency performing duties related to securing, preserving, and releasing property and evidence. Two (2) years of supervisory experience is highly desirable.

**License/Certificate:**

Possession of a valid California Class C Driver's License.

**Additional Requirements:**

Must successfully complete a comprehensive background investigation. Successful completion of, or the ability to complete within twelve (12) months upon date of hire, the International Association of Property and Evidence (IAPE) course or California Association of Property and Evidence (CAPE) course.

**KNOWLEDGE/ABILITIES/PHYSICAL DEMANDS & WORK ENVIRONMENT:** *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Current forensic methods and techniques used in the collection, preservation, organization, and presentation of physical evidence. Functions, terminology, services, and principles and practices of law enforcement work. Applicable federal, state, and local codes, regulations, policies, technical processes, and procedures pertaining to property and evidence functions. Occupational Safety and Health Administration (OSHA) requirements for handling and disposing of evidence with blood-borne pathogens, infectious diseases, and other related bodily fluids. Techniques for records management and evidence processing, including records disbursement and chain of evidence procedures. Methods used in the collection, tabulation, review, and distribution of evidence and property, forms, reports, and documents. Record keeping and inventory management principles and practices. Principles and techniques of business letter writing and report preparation. Techniques for effectively dealing with and solving the problems presented by a variety of individuals from various socio-economic, cultural, and ethnic backgrounds, in person and over the telephone. Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and City staff. Business English, including grammar, spelling,

vocabulary, and punctuation. Modern equipment and communication tools used for business functions and program, project, and task coordination. Computers and software programs (e.g., Microsoft software packages) to conduct, compile, and/or generate documentation. Techniques for providing a high level of customer service by effectively interacting with the public, vendors, contractors, and City staff.

**Ability to:**

Perform technical, detailed, and responsible law enforcement support work. Conduct technical criminal evidence collection and maintenance. Prepare clear, concise, and accurate reports, correspondence, and other written materials. Organize, research, and maintain technical and administrative files. Enter data into a computer system, file and maintain automated and hardcopy records, and prepare written materials with sufficient speed and accuracy. Stay abreast of modern property and evidence processing, storage, and disposal procedures. Establish and maintain confidentiality. Safely handle firearms and narcotics. Understand, interpret, explain, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed. Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments. Effectively use computer systems, software applications, and modern business equipment to perform a variety of work tasks. Communicate clearly and concisely, both orally and in writing. Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines. Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

**Physical Demands**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials, and a computer screen and to operate a motor vehicle and visit various City sites; and hearing and speech to communicate in person and over the telephone. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate police services equipment. Positions in this classification frequently bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

**Environmental Conditions**

Employees work in an office, and or a storage warehouse environment with moderate noise levels, controlled temperature conditions; occasional exposure to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electric shock, risk of radiation, and vibration.



### **Working Conditions**

Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures; employees will wear a uniform. This position may be required to work night and/or weekend hours and holidays.

### **Disaster Service Worker**

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a “Local Emergency” is declared during the employee’s shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a “Local Emergency” is declared outside of the employee’s shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

### **Historical Data**

Position Adopted March 11, 2024 by Resolution: 24-\_\_\_\_\_

FLSA Status: Exempt

LMCEA Bargaining Unit

## CITY OF LATHROP PROJECT MANAGER

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

### DEFINITION:

Under general direction of the ~~Senior Construction Manager or designee~~ Public Works Director, or his or her designee, plans, supervises, evaluates and participates in professional work in the planning, design, construction, maintenance and programming of services for citywide Capital Improvement Projects, streetscapes, landscaping, public facilities, utilities, parks, and other projects; performs complex analysis of project costs and monitoring project progress; performs complex analysis of project costs and monitoring project progress; ensures safe work practices, work quality and accuracy; maintains appropriate work records; performs other related duties as required.

### DISTINGUISHING CHARACTERISTICS:

The **Project Manager** is a senior level position within the Public Works Department and exercises responsibility for planning, organizing and directing the work activities of Public Works assigned projects. The incumbent performs the more complex management of Capital Improvement Projects, reviews site plans for design conformance and accuracy, and performs complex construction management assignments requiring considerable knowledge of land development, planning, engineering, design standards and regulations, construction and maintenance. This classification is distinguished from the next higher classification of Senior Construction Manager.

### SUPERVISION RECEIVED/EXERCISED:

Receives general direction from the ~~Senior Construction Manager~~ Public Works Director, or his or her designee. —May exercise direct and indirect supervision over assigned professional, technical, supervisory, ~~and~~ field personnel, and or contractors.

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

- Serves as a project manager for assigned citywide Capital Improvement Projects, services and activities including streets, lighting, storm drains, sewers, water, parks and landscape.
- Coordinates citywide Capital Improvement Projects with staff, project managers, contractors, utility companies and other agencies; administers construction contracts; supervises staff on construction sites; performs field inspections; plans, coordinates, prioritizes, monitors and participates in the work of staff responsible for reviewing design conformance and accuracy of public and private development projects.
- Establishes productive working relationships and c~~Coordinates the~~project related negotiation with developers for the development and construction of public infrastructure, including but not limited to facilities, streets, roads, parks and other landscape areas.

- Participates in the selection and supervision of contract professional engineers for the development of plan specifications, studies and reports. Works with contractors and consultants performing all types of construction management and inspection activities to ensure construction practices are in compliance with City standards. Directs and coordinates activities of project to ensure project progresses on schedule and within prescribed budget, modifies schedules or plans as required.
- Participates in the selection and supervision of contract professional engineers for the development of plan specifications, studies and reports. Works with contractors and consultants performing all types of construction management and inspection activities to ensure construction practices are in compliance with City standards. Directs and coordinates activities of project to ensure project progresses on schedule and within prescribed budget, modifies schedules or plans as required.
- Confers with department staff regarding budget requests for capital improvement and development projects, including, but not limited to facility maintenance and improvements, space needs, and leases; prepare and/or direct master plan projects; Participates in the development of and monitors performance against the annual operating and capital improvement budgets of the assigned department.
- Analyzes, implements and monitors short-term and long-term plans, goals and objectives focused on achieving the assigned department's mission and assigned priorities. Participates in the development of and monitors performance against the annual operating and capital improvement budgets of the assigned department. Manages and directs the development, implementation and evaluation of plans, policies and procedures to achieve the department's goals, objectives and work standards.
- Determine feasibility and cost estimates for requests for services and proposed projects; prepares project budgets, cost estimates, and project schedules for capital projects; plans, coordinates, and monitors capital improvement and maintenance projects; develops scope of work, manages the environmental review and permitting process when assigned to capital and development projects; confers with stakeholders and consultants as needed; prepare plans, documents, budget reports, and follows authorization-related procedures.
- Manages bid processes, including pre-bid conferences and walk-throughs; provide technical information in response to bidder inquiries; administer construction contracts, including managing project budgets and conducting field inspections.
  - Determines the development and market potential of real property; plans
- s, and determines the acquisition, development, and market potential of real property in conjunction with approval from the City Engineer and Public Works Director; participates in disposing and acquisition of real property; participates in real estate management related issues such as response to information requests; negotiates property leases and consultant agreements; manages; and prepares documents for City Council approval.

**Attachment "G"**

- Responds to the most complex and difficult inquiries and requests for information; provides information and resolves service issues and complaints; represents the Department with other City Departments, other agencies, civic groups and the public; establishes and maintains a customer service orientation.
- Evaluates pending legislation, implements, follows new and existing laws, regulations, requirements, and codes, and prepare implementation strategies as required for the work areas assigned.
- Establishes positive working relationships with the public, community organizations, state/local agencies, and City management and staff.

### **PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment, and acute hearing is required when providing phone and personal service. The need to lift, carry, pull and push tools, supplies and other equipment weighing up to 25 pounds is also required. Additionally, the incumbent in this position may work outdoors in all weather conditions as necessary.

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

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

#### **Education and/or Experience:-**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Project Manager**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of increasingly responsible experience with direct project experience managing ~~the land development, capital improvement projects, and or heavy construction projects in the area of public of public parks or other public~~ facilities/infrastructure, and/or the e-quivalent to a Bachelor's Degree from an accredited college or university with major course work in business or public administration, facility management, regulatory compliance, construction management, architecture, civil engineering, project management, communications, land use and urban development, ~~education and training equivalent to a bachelor's degree in park planning and design, landscape architecture, construction management, engineering, planning or a closely related field.~~

**License/Certificate:-**

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

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

**Knowledge of:-**

Modern principles, procedures, practices and methods of landscape-architecture, planning, construction management, design and maintenance; strength of materials and stress analysis; CEQA environmental process, statutes, regulations and internal standards as applied to public capital projects; land use and urban development; park and recreation facility design; project inspection methods; contract administration; municipal laws, ordinances, codes, specifications and plans; methods and techniques of supervision, training and motivation; budgeting, ~~marketing~~, purchasing and forecasting; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

**Ability to:-**

Plan, organize, direct and evaluate the work; make adjustments to standard operation procedures as necessary to improve organizational effectiveness; coordinate the project management of multiple Capital Improvement Projects; prepare and administer a project budget; negotiate and manage construction contracts; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; maintain flexibility in a rapidly changing environment; demonstrate initiative and creativity in fulfilling duties; reliable to carry out assignments and meet project timelines; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships. assist in the preparation and administration of the Department budget; plan, organize, train, evaluate and direct work of assigned staff; perform mathematical calculations quickly and accurately; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately.

**Skill to:-**

~~Operate an office computer and utilize software applications including technical applications to track project progress. Skill and knowledge to specify plant material adaptable to the San Joaquin County climate and growing conditions.~~ **Physical Demands**

Positions in this classification, on a continuous basis, sit at a desk and in meetings for long periods of time;

**Attachment "G"**

intermittently walk, stand, reach, push, pull, bend, squat, crouch, climb, stoop, kneel or twist while conducting field site inspections; intermittently twist to reach equipment surrounding desk; perform simple grasping and fine manipulation; use telephone, and write or use a keyboard to communicate through written means; see with sufficient acuity to read characters and decipher colors on a computer screen, in the field, and on the work site; see, hear, and speak with sufficient acuity to examine, assess, and communicate safety condition in the field; and employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

### **Environmental Conditions**

Employees work in an office, and or a construction site environments with moderate noise levels, controlled temperature conditions; occasional exposure to environmental particles, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electric shock, risk of radiation, and vibration.

### **Working Conditions**

Employees may be required to wear a uniform, or protective clothing/gear. This position may be required to work night and/or weekend hours and holidays, as needed to remain on task with project schedules.

### **Disaster Service Worker**

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities, which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

### **Historical Data**

Position History: "Parks Project Manager eliminated by Resolution 10-2985

"Projects and Program Manager" created by Resolution 12-3496

Title revised to "Project Manager" by Resolution 18-4360

Job description revisions adopted March 11, 2024 by Resolution: 24-\_\_\_\_\_

FLSA Status: Exempt

LMCEA Bargaining Unit

## CITY OF LATHROP

### RECREATION MANAGER PARKS AND RECREATION MANAGER

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

#### **DEFINITION:**

Under general direction of the Director of Parks and Recreation, or his or her designee and Maintenance Service, the Parks and **Recreation Manager** is responsible for the administration of all operations and activities of the Recreation division ~~Division~~ and ~~division assigned~~ personnel. This responsibility includes the oversight and supervision of full time and part time recreation staff, ~~acting as staff liaison~~ Commission Secretary of the Senior Advisory and Youth Advisory Commissions; the creation and implementation of a full calendar of Citywide special events; oversight of contracts for all leisure programs, the development and implementation of a variety of high quality youth and adult sports programs, senior programs, and youth and teen programs to meet the needs of a growing community; manages marketing, community outreach, website, promotional mailers, activity guides, and the City's social media platforms. The Parks and Recreation Manager ensures excellent customer service standards and reviews all final work products; recommends the purchase of supplies and equipment used in various activities, classes, and events; responsible for the oversight and compliance of the regulatory requirements of the City's Recycling & Solid waste Waste Program and community outreach and educational programs, coordinates projects with other departments, and the documentation of incidents for claim reporting. Acts as the Department Head in the absence of the Parks and Recreation Director.

#### **DISTINGUISHING CHARACTERISTICS:**

The **Parks and Recreation Manager** is a management level ~~employee position in the Parks and Recreation Department~~ responsible for the overall operation of the City's Recreation ~~d~~Division, including all related work for future, current and planned programs. This classification has supervisory responsibility of the recreation staff, which will require regularly monitoring and evaluation of assigned staff to ensure they are providing quality work and high productivity. This classification is distinguished from the next higher classification of Director of Parks and Recreation, and ~~Maintenance Services~~ in that the latter has overall responsibility for administering the responsibilities of ~~the Parks, Recreation, Fleet, Solid Waste and Recycling Maintenance Services Department~~.

#### **SUPERVISION RECEIVED/EXERCISED:**

Receives ~~immediate general direction supervision~~ from the Director of Parks and Recreation, ~~and Maintenance Services~~, or his or her designee. Exercises direct and indirect supervision over assigned professional, technical and functional recreation staff.

#### **ESSENTIAL FUNCTIONS:** *(included but not limited to)*

- Assumes responsibility and oversees the work and functions within of the Recreation Division, including oversees the coordinating and supervising front office operations; processes all personnel and payroll paperwork; supervises, trains and evaluates staff; oversees and participates in the recruitment and selection process; makes recommendations on matters of general policy; oversees customer service and program registration.
- Supervises, promotes, implements, and evaluates various recreational programs for children and adults; supervises the operations of all City and joint use parks and recreation facilities; coordinates Parks & Recreation activities with community sports organizations, non-profit organizations, partnering organizations, and other City departments; facilitate use of all city recreational facilities and resources.
- Serves as the Secretary and provides staff support to the City's Youth and Advisory Commissions.
- Provides highly responsible and complex administrative support to the Director of Parks and Recreation, City Manager, Department Heads, and City Council, as needed on recreational related projects; prepare a variety of complex analytical and statistical reports and presentations as directed.
- Coordinates-Manages, tracks, reviews, and analyzes division budgets for the entire division; compiles budget and grant submittals; prepares and coordinates the entire Recreation Division budget and submits to the Finance Department for approval; attends budget meetings with Finance and presents at City Council budget sessions; completes various financial reports; completes year-end financial memos.
- Ensures compliance with the city's procurement process; develops, negotiates, and supervises assigned professional service agreements, services contracts; monitor contracts for compliance and renewals; and oversees and manages all City special events and permits assigned to the Parks and Recreation Department.
- Responds to and resolves sensitive and difficult public inquiries and complaints; oversees and manages customer service delivery, including program registration; and responds to public inquiries about programs made by telephone, mail, or email or in person; resolves problems and complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies, City management and staff, and the public; works closely with the school districts regarding joint-use agreements; maintains close contact with school officials and community groups regarding program offerings and coordination of services.
- Assists Engineering and Construction staff with the development and planning of parks and facilities design and development; if assigned may prepare cost estimates and justifications for budget recommendations and recommendations of Capital Improvement Projects, and monitors and controls expenditures for assigned projects.;
- Orders and maintains inventory of office supplies and uniforms for the division.
- Oversees and manages all City Special Events and Permits
- Oversees and manages all facility usage, both indoor and outdoor.



- ~~represents the City as the Recycling & Solid Waste Coordination during meetings with state, county, and local agencies; Oversees and manages all Solid Waste and Recycling regulatory compliance and programs, Cal Recycle mandated reporting, grant management and outreach; o-~~
- ~~Oversees franchise agreement for commercial hauler and annual license agreements for industrial haulers; and related -licensing, permitting and reporting.~~
- ~~Ensures compliance with all legislation and mandated regulation; maintains informed of pending legislation related to, but not limited to recycling, solid waste, hazardous waste and electronic waste; implements compliance programs for city staff and compliance programs for the community and businesses; holds educational events as required by state law; reports regulatory compliance as needed. purchasing compliance with SB 1383 for recycled content paper products.~~
- ~~—~~
- ~~Performs related work as required by the Director of Parks of Recreation, and Maintenance Services.~~
- ~~Other duties, as assigned.~~

**PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:**

Position requires sitting, standing, walking on level and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when inspecting work and operating assigned equipment. The need to lift, carry and push tools, equipment and supplies weighing 25 pounds or more is also required. Additionally, the incumbent in this indoor/outdoor position works in all weather conditions, including wet, hot and cold. The nature of the work also could require the incumbent to climb ladders, use power and noise producing tools and equipment, drive motorized vehicles, work in heavy vehicle traffic conditions and often work with constant interruptions. Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations. Employees may be required to wear a uniform, or protective clothing/gear. This position may be required to work night and/or weekend hours and holidays, as needed for event and project schedules.

**QUALIFICATIONS:**

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

**Education and/or Experience:**

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Recreation Manager, a typical way of obtaining the required qualifications is to possess a minimum of five (5) years of increasingly responsible experience including the supervision and management of full time staff, at least two years' experience in a recreation supervisory capacity or higher, and a bachelor's degree in recreation management, business or public administration of a related field.

**License/Certificate:**

Possession of, or ability to obtain, a valid class C California driver's license and CPR certification. A certified Park and Recreation Professional (CPRP) is desirable; however not required.

**KNOWLEDGE/ABILITIES:**

*(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

**Knowledge of:**

Modern principles, practices, methods, and material used in assessing the recreation, cultural, and leisure needs of the community, including children, teens, adults, and seniors; procedures for planning, implementing and maintaining a variety of recreation and leisure time activities and programs through community participation; principles and practices of program administration including budgeting and marketing; purchasing and program need forecasting; methods and techniques of supervision, training and motivation; basic principles of mathematics; applicable federal, state and local laws, codes and regulations; methods and techniques of scheduling work assignments; contract management; municipal budgetary processes and controls; grant management; techniques of research; occupational hazards and standard safety practices; proper English, spelling and grammar; office procedures, methods, and equipment, including computers and office software applications such as Microsoft Office Suite (Word, Excel, Outlook, Power Point); and pertinent federal, state, and local public sector labor and employment laws.

**Ability to:**

Plan and organize daily work schedules for the various recreation programs; plan, organize and direct children, teen, adult and senior programs and a variety of community classes and sports programs; supervise and participate in the establishment of division goals; design, develop and implement recreation and leisure programs suited to the needs of the community; elicit community and organizational support for community recreation programs; analyze, interpret and explain policies and procedures; prepare and administer the program budget; develop and maintain a wide variety of governmental and private grants; develop and coordinate work programs; respond to issues and concerns from the community; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and verbal directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both verbally and in writing; establish and maintain effective working relationships; and determine and administer training programs, including safety programs.

**Disaster Service Worker**

All City of Lathrop employees are, by State and Federal law, Disaster Service Workers. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the City may be assigned to perform activities, which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency. If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

**Historical Data:**

Position History: The "Recreation Manager" job description revised and title updated to "Parks and Recreation Manager" adopted March 11, 2024, by Resolution 24-\_\_\_\_\_

FLSA Status: Exempt

LMCEA Bargaining Unit

Adopted

Bargaining Unit: LMCEA

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 3/11/2024**

Adopted by Resolution No. 24-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
20			hourly	\$ 15.7899	\$ 16.5795	\$ 17.4086	\$ 18.2789	\$ 19.1928
			bi-weekly	1,263	1,326	1,393	1,462	1,535
			monthly	2,737	2,874	3,017	3,168	3,327
			annual	32,843	34,485	36,210	38,020	39,921
21			hourly	\$ 16.1847	\$ 16.9941	\$ 17.8436	\$ 18.7358	\$ 19.6727
			bi-weekly	1,295	1,360	1,427	1,499	1,574
			monthly	2,805	2,946	3,093	3,248	3,410
			annual	33,664	35,348	37,115	38,970	40,919
22			hourly	\$ 16.5888	\$ 17.4185	\$ 18.2892	\$ 19.2037	\$ 20.1637
			bi-weekly	1,327	1,393	1,463	1,536	1,613
			monthly	2,875	3,019	3,170	3,329	3,495
			annual	34,505	36,230	38,042	39,944	41,941
23			hourly	\$ 17.0040	\$ 17.8543	\$ 18.7470	\$ 19.6846	\$ 20.6684
			bi-weekly	1,360	1,428	1,500	1,575	1,653
			monthly	2,947	3,095	3,249	3,412	3,583
			annual	35,368	37,137	38,994	40,944	42,990
24			hourly	\$ 17.4294	\$ 18.3009	\$ 19.2156	\$ 20.1764	\$ 21.1852
			bi-weekly	1,394	1,464	1,537	1,614	1,695
			monthly	3,021	3,172	3,331	3,497	3,672
			annual	36,253	38,066	39,968	41,967	44,065
25			hourly	\$ 17.8651	\$ 18.7580	\$ 19.6959	\$ 20.6809	\$ 21.7151
			bi-weekly	1,429	1,501	1,576	1,654	1,737
			monthly	3,097	3,251	3,414	3,585	3,764
			annual	37,159	39,017	40,967	43,016	45,167
26			hourly	\$ 18.3116	\$ 19.2272	\$ 20.1885	\$ 21.1978	\$ 22.2577
			bi-weekly	1,465	1,538	1,615	1,696	1,781
			monthly	3,174	3,333	3,499	3,674	3,858
			annual	38,088	39,993	41,992	44,091	46,296
27	RECREATION LEADER FLEET ATTENDANT	UNREP UNREP	hourly	\$ 18.7693	\$ 19.7078	\$ 20.6935	\$ 21.7282	\$ 22.8144
			bi-weekly	1,502	1,577	1,655	1,738	1,825
			monthly	3,253	3,416	3,587	3,766	3,955
			annual	39,040	40,992	43,043	45,195	47,454
28			hourly	\$ 19.2385	\$ 20.2004	\$ 21.2105	\$ 22.2710	\$ 23.3848
			bi-weekly	1,539	1,616	1,697	1,782	1,871
			monthly	3,335	3,501	3,676	3,860	4,053
			annual	40,016	42,017	44,118	46,324	48,640
29			hourly	\$ 19.7196	\$ 20.7056	\$ 21.7408	\$ 22.8278	\$ 23.9693
			bi-weekly	1,578	1,656	1,739	1,826	1,918
			monthly	3,418	3,589	3,768	3,957	4,155
			annual	41,017	43,068	45,221	47,482	49,856
30			hourly	\$ 20.2125	\$ 21.2231	\$ 22.2842	\$ 23.3984	\$ 24.5684
			bi-weekly	1,617	1,698	1,783	1,872	1,965
			monthly	3,504	3,679	3,863	4,056	4,259
			annual	42,042	44,144	46,351	48,669	51,102
31			hourly	\$ 20.7179	\$ 21.7536	\$ 22.8414	\$ 23.9833	\$ 25.1826
			bi-weekly	1,657	1,740	1,827	1,919	2,015
			monthly	3,591	3,771	3,959	4,157	4,365
			annual	43,093	45,248	47,510	49,885	52,380
32	OFFICE ASSISTANT I SENIOR RECREATION LEADER	SEIU SEIU	hourly	\$ 21.2358	\$ 22.2974	\$ 23.4125	\$ 24.5827	\$ 25.8121
			bi-weekly	1,699	1,784	1,873	1,967	2,065
			monthly	3,681	3,865	4,058	4,261	4,474
			annual	44,170	46,379	48,698	51,132	53,689
33			hourly	\$ 21.7666	\$ 22.8549	\$ 23.9976	\$ 25.1977	\$ 26.4575
			bi-weekly	1,741	1,828	1,920	2,016	2,117
			monthly	3,773	3,962	4,160	4,368	4,586
			annual	45,274	47,538	49,915	52,411	55,032
34			hourly	\$ 22.3108	\$ 23.4265	\$ 24.5979	\$ 25.8279	\$ 27.1189
			bi-weekly	1,785	1,874	1,968	2,066	2,170
			monthly	3,867	4,061	4,264	4,477	4,701
			annual	46,406	48,727	51,164	53,722	56,407
35	OFFICE ASSISTANT II	SEIU	hourly	\$ 22.8688	\$ 24.0119	\$ 25.2125	\$ 26.4730	\$ 27.9968
			bi-weekly	1,830	1,921	2,017	2,118	2,224
			monthly	3,964	4,162	4,370	4,589	4,818
			annual	47,567	49,945	52,442	55,064	57,817

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 3/11/2024**

Adopted by Resolution No. 24-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

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

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 3/11/2024**

Adopted by Resolution No. 24-\_\_\_\_\_

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GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
52	ACCOUNTANT I	SEIU	hourly	\$ 34,7972	\$ 36,5369	\$ 38,3639	\$ 40,2820	\$ 42,2962
	BUILDING INSPECTOR I	SEIU	bi-weekly	2,784	2,923	3,069	3,223	3,384
	COMMUNITY SERVICE OFFICER I	SEIU	monthly	6,032	6,333	6,650	6,982	7,331
	HR ANALYST I	LMCEA	annual	72,378	75,997	79,797	83,787	87,976
	UTILITY OPERATOR I	SEIU						
53	CONSTRUCTION INSPECTOR I	SEIU	hourly	\$ 35,6673	\$ 37,4503	\$ 39,3228	\$ 41,2891	\$ 43,3538
	POLICE RECORDS SUPERVISOR	LMCEA	bi-weekly	2,853	2,996	3,146	3,303	3,468
	LEGAL SECRETARY	LMCEA	monthly	6,182	6,491	6,816	7,157	7,515
			annual	74,188	77,897	81,791	85,881	90,176
54	ENGINEERING TECHNICIAN II	SEIU	hourly	\$ 36,5588	\$ 38,3868	\$ 40,3060	\$ 42,3214	\$ 44,4376
	EXECUTIVE ASSISTANT	LMCEA	bi-weekly	2,925	3,071	3,224	3,386	3,555
			monthly	6,337	6,654	6,986	7,336	7,703
			annual	76,042	79,845	83,836	88,028	92,430
55	BUILDING INSPECTOR II	SEIU	hourly	\$ 37,4729	\$ 39,3465	\$ 41,3138	\$ 43,3793	\$ 45,5484
	COMMUNITY SERVICE OFFICER II	SEIU	bi-weekly	2,998	3,148	3,305	3,470	3,644
	PERMIT TECHNICIAN III	SEIU	monthly	6,495	6,820	7,161	7,519	7,895
	SENIOR ACCOUNTING TECHNICIAN	SEIU	annual	77,944	81,841	85,933	90,229	94,741
56	ACCOUNTANT II	SEIU	hourly	\$ 38,4098	\$ 40,3301	\$ 42,3467	\$ 44,4642	\$ 46,6871
	DEPUTY CITY CLERK	LMCEA	bi-weekly	3,073	3,226	3,388	3,557	3,735
	HR ANALYST II	LMCEA	monthly	6,658	6,991	7,340	7,707	8,092
	MANAGEMENT ANALYST I (CONFIDENTIAL)	LMCEA	annual	79,892	83,887	88,081	92,486	97,109
	UTILITY OPERATOR II <b>CRIME &amp; INTELLIGENCE ANALYST</b>	SEIU						
57	CONSTRUCTION INSPECTOR II	SEIU	hourly	\$ 39,3698	\$ 41,3383	\$ 43,4054	\$ 45,5754	\$ 47,8544
	CUSTOMER SERVICE SUPERVISOR	LMCEA	bi-weekly	3,150	3,307	3,472	3,646	3,828
	LEGAL ASSISTANT	LMCEA	monthly	6,824	7,165	7,524	7,900	8,295
	PARKS & RECREATION SUPERVISOR	LMCEA	annual	81,889	85,984	90,283	94,797	99,537
58	ASSISTANT PLANNER	SEIU	hourly	\$ 40,3541	\$ 42,3718	\$ 44,4905	\$ 46,7147	\$ 49,0508
	JUNIOR ENGINEER	SEIU	bi-weekly	3,228	3,390	3,559	3,737	3,924
	SENIOR ENGINEERING TECHNICIAN	SEIU	monthly	6,995	7,344	7,712	8,097	8,502
	ELECTRICIAN / INSTRUMENT TECH	SEIU	annual	83,936	88,133	92,540	97,167	102,026
59	BUILDING INSPECTOR III	SEIU	hourly	\$ 41,3630	\$ 43,4312	\$ 45,6026	\$ 47,8825	\$ 50,2770
	CHIEF UTILITY OPERATOR	SEIU	bi-weekly	3,309	3,474	3,648	3,831	4,022
	COMMUNITY SERVICE OFFICER III	SEIU	monthly	7,170	7,528	7,904	8,300	8,715
	LANDSCAPE & IRRIGATION SPECIALIST MAINTENANCE SERVICES SUPERVISOR	LMCEA LMCEA	annual	86,035	90,337	94,853	99,596	104,576
60	EXECUTIVE ASSIST TO THE CITY MANAGER	LMCEA	hourly	\$ 42,3973	\$ 44,5171	\$ 46,7429	\$ 49,0801	\$ 51,5339
	INFORMATION TECHNOLOGY ENGINEER I	LMCEA	bi-weekly	3,392	3,561	3,739	3,926	4,123
	MANAGEMENT ANALYST II (CONFIDENTIAL)	LMCEA	monthly	7,349	7,716	8,102	8,507	8,933
			annual	88,186	92,596	97,225	102,087	107,191
61	CONSTRUCTION INSPECTOR III	SEIU	hourly	\$ 43,4569	\$ 45,6300	\$ 47,9112	\$ 50,3068	\$ 52,8222
	POLICE SERVICES MANAGER	LMCEA	bi-weekly	3,477	3,650	3,833	4,025	4,226
	UTILITY MAINTENANCE SUPERVISOR	LMCEA	monthly	7,533	7,909	8,305	8,720	9,156
	UTILITY OPERATOR III	SEIU	annual	90,390	94,910	99,655	104,638	109,870
62	WW TREATMENT PLANT SUPERVISOR	LMCEA	hourly	\$ 44,5434	\$ 46,7707	\$ 49,1090	\$ 51,5647	\$ 54,1427
			bi-weekly	3,563	3,742	3,929	4,125	4,331
			monthly	7,721	8,107	8,512	8,938	9,385
			annual	92,650	97,283	102,147	107,254	112,617
63	ASSOCIATE PLANNER	SEIU	hourly	\$ 45,6571	\$ 47,9399	\$ 50,3370	\$ 52,8535	\$ 55,4962
	SENIOR BUILDING INSPECTOR	SEIU	bi-weekly	3,653	3,835	4,027	4,228	4,440
			monthly	7,914	8,310	8,725	9,161	9,619
			annual	94,967	99,715	104,701	109,935	115,432
64	ASSISTANT ENGINEER	SEIU	hourly	\$ 46,7983	\$ 49,1381	\$ 51,5952	\$ 54,1752	\$ 56,8837
	COMPLIANCE ENGINEER	SEIU	bi-weekly	3,744	3,931	4,128	4,334	4,551
	<b>PARKS AND FACILITIES MANAGER</b>	LMCEA	monthly	8,112	8,517	8,943	9,390	9,860
	<b>PARKS AND REC ADMINISTRATOR</b> <b>RECREATION MANAGER</b>	SEIU LMCEA	annual	97,341	102,207	107,318	112,684	118,318
	<b>PROPERTY AND EVIDENCE MANAGER</b> ANIMAL CENTER MANAGER STREETS AND OPERATIONS MANAGER	LMCEA LMCEA LMCEA						
65	BUDGET MANAGER	LMCEA	hourly	\$ 47,9684	\$ 50,3670	\$ 52,8851	\$ 55,5294	\$ 58,3061
	POLICE OFFICER	SWORN	bi-weekly	3,837	4,029	4,231	4,442	4,664
	SENIOR ACCOUNTANT	LMCEA	monthly	8,315	8,730	9,167	9,625	10,106
			annual	99,774	104,763	110,001	115,501	121,277

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 3/11/2024**

Adopted by Resolution No. 24-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

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

**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 3/11/2024**

Adopted by Resolution No. 24-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

GRADE	CLASSIFICATION	UNIT		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
<u>2023 Compensation May Be Subject to CalPERS Compensation Limits Beginning at Grade 80/Step 5</u>								
80	ASSISTANT COM DEV DIRECTOR CHIEF PLANNING OFFICIAL PRINCIPAL ENGINEER	LMCEA LMCEA LMCEA	hourly	\$ 69,4724	\$ 72,9462	\$ 76,5935	\$ 80,4231	\$ 84,4443
			bi-weekly	5,558	5,836	6,127	6,434	6,756
			monthly	12,042	12,644	13,276	13,940	14,637
			annual	144,503	151,728	159,315	167,280	175,644
81	CHIEF BUILDING OFFICIAL CHIEF INFORMATION OFFICER POLICE LIEUTENANT	EXEMPT EXEMPT SWORN	hourly	\$ 71,2096	\$ 74,7701	\$ 78,5089	\$ 82,4341	\$ 86,5557
			bi-weekly	5,697	5,982	6,281	6,595	6,924
			monthly	12,343	12,960	13,608	14,289	15,003
			annual	148,116	155,522	163,299	171,463	180,036
82	ASSISTANT PUBLIC WORKS DIRECTOR	LMCEA	hourly	\$ 72,9896	\$ 76,6395	\$ 80,4711	\$ 84,4945	\$ 88,7197
			bi-weekly	5,839	6,131	6,438	6,760	7,098
			monthly	12,652	13,284	13,948	14,646	15,378
			annual	151,818	159,410	167,380	175,749	184,537
83	SENIOR CONSTRUCTION MANAGER	LMCEA	hourly	\$ 74,8145	\$ 78,5550	\$ 82,4829	\$ 86,6066	\$ 90,9372
			bi-weekly	5,985	6,284	6,599	6,929	7,275
			monthly	12,968	13,616	14,297	15,012	15,762
			annual	155,614	163,394	171,564	180,142	189,149
84	<del>POLICE COMMANDER</del> POLICE CAPTAIN	SWORN SWORN	hourly	\$ 76,6846	\$ 80,5191	\$ 84,5448	\$ 88,7719	\$ 93,2110
			bi-weekly	6,135	6,442	6,764	7,102	7,457
			monthly	13,292	13,957	14,654	15,387	16,157
			annual	159,504	167,480	175,853	184,646	193,879
85	DIRECTOR OF GOV'T SERV/CITY CLERK DIRECTOR OF HUMAN RESOURCES DIRECTOR OF INFORMATION SYSTEMS DIRECTOR OF PARKS, REC & MAINT SERV	EXEMPT EXEMPT EXEMPT EXEMPT	hourly	\$ 78,6017	\$ 82,5320	\$ 86,6586	\$ 90,9915	\$ 95,5410
			bi-weekly	6,288	6,603	6,933	7,279	7,643
			monthly	13,624	14,306	15,021	15,772	16,560
			annual	163,492	171,667	180,250	189,262	198,725
86	CITY ENGINEER	EXEMPT	hourly	\$ 80,5667	\$ 84,5953	\$ 88,8249	\$ 93,2662	\$ 97,9295
			bi-weekly	6,445	6,768	7,106	7,461	7,834
			monthly	13,965	14,663	15,396	16,166	16,974
			annual	167,579	175,958	184,756	193,994	203,693
87	DIRECTOR OF FINANCE	EXEMPT	hourly	\$ 82,5811	\$ 86,7102	\$ 91,0458	\$ 95,5978	\$ 100,3779
			bi-weekly	6,606	6,937	7,284	7,648	8,030
			monthly	14,314	15,030	15,781	16,570	17,399
			annual	171,769	180,357	189,375	198,844	208,786
88	DIRECTOR OF COMMUNITY DEVELOPMENT DIRECTOR OF PUBLIC WORKS	EXEMPT EXEMPT	hourly	\$ 84,6456	\$ 88,8778	\$ 93,3216	\$ 97,9878	\$ 102,8872
			bi-weekly	6,772	7,110	7,466	7,839	8,231
			monthly	14,672	15,405	16,176	16,985	17,834
			annual	176,063	184,866	194,109	203,815	214,005
89			hourly	\$ 86,7618	\$ 91,0998	\$ 95,6550	\$ 100,4378	\$ 105,4594
			bi-weekly	6,941	7,288	7,652	8,035	8,437
			monthly	15,039	15,791	16,580	17,409	18,280
			annual	180,465	189,488	198,962	208,911	219,356
90	DEPUTY CITY MANAGER	EXEMPT	hourly	\$ 88,9310	\$ 93,3772	\$ 98,0462	\$ 102,9486	\$ 108,0960
			bi-weekly	7,114	7,470	7,844	8,236	8,648
			monthly	15,415	16,185	16,995	17,844	18,737
			annual	184,977	194,225	203,936	214,133	224,840
91	ASSISTANT CITY MANAGER	EXEMPT	hourly	\$ 91,1541	\$ 95,7115	\$ 100,4975	\$ 105,5226	\$ 110,7986
			bi-weekly	7,292	7,657	8,040	8,442	8,864
			monthly	15,800	16,590	17,420	18,291	19,205
			annual	189,601	199,080	209,035	219,487	230,461
92			hourly	\$ 93,4394	\$ 98,1119	\$ 103,0116	\$ 108,1600	\$ 113,5680
			bi-weekly	7,475	7,849	8,241	8,653	9,085
			monthly	16,196	17,006	17,855	18,748	19,685
			annual	194,354	204,073	214,264	224,973	236,221
93			hourly	\$ 95,7757	\$ 100,5564	\$ 105,5858	\$ 110,8640	\$ 116,4126
			bi-weekly	7,662	8,045	8,447	8,869	9,313
			monthly	16,601	17,430	18,302	19,216	20,178
			annual	199,213	209,157	219,618	230,597	242,138
94			hourly	\$ 98,1660	\$ 103,0765	\$ 108,2249	\$ 113,6437	\$ 119,3221
			bi-weekly	7,853	8,246	8,658	9,091	9,546
			monthly	17,015	17,867	18,759	19,698	20,682
			annual	204,185	214,399	225,108	236,379	248,190
95			hourly	\$ 100,6104	\$ 105,6399	\$ 110,9289	\$ 116,4667	\$ 122,2965
			bi-weekly	8,049	8,451	8,874	9,317	9,784
			monthly	17,439	18,311	19,228	20,188	21,198
			annual	209,270	219,731	230,732	242,251	254,377



**CITY OF LATHROP  
GRADE-STEP TABLE  
Eff. 3/11/2024**

Adopted by Resolution No. 24-\_\_\_\_\_

*\*FOR REFERENCE USE ONLY*

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

CONTRACT								
	POLICE CHIEF	EXEMPT	annual	\$ 248,190				
	CITY ATTORNEY	EXEMPT	annual	\$ 258,153				
	CITY MANAGER	EXEMPT	annual	\$ 277,023				

**Changes**

Add:

- Fleet Attendant Grade 27
- Property and Evidence Manager Grade 64
- Parks and Recreation Manager Grade 67
- Police Corporal Grade 68
- Police Captain Grade 84

Remove:

- Recreation Specialist Grade 37
- Parks and Facilities Manager Grade 64
- Parks and Rec Administrator Grade 64
- Recreation Manager Grade 64
- Parks Project Manager Grade 76
- Police Commander Grade 84

Change:

- Crime & Intelligence Analyst Grade 51 to Grade 56

# AUTHORIZED POSITIONS BY DEPARTMENT

## Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 03/11/24
<b>CITY MANAGER</b>			
<b>City Manager</b>			
Assistant City Manager	0.25	0.25	0.25
Deputy City Manager	0.00	1.00	1.00
City Manager	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50
Economic Development Administrator	1.00	1.00	1.00
<b>Total</b>	<b>2.75</b>	<b>3.75</b>	<b>3.75</b>
<b>CITY MANAGER - Total</b>	<b>2.75</b>	<b>3.75</b>	<b>3.75</b>
<b>CITY CLERK</b>			
<b>City Clerk</b>			
Deputy City Clerk	1.00	1.00	1.00
Director of Government Services/City Clerk	0.50	0.50	0.50
<b>Total</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>
<b>CITY CLERK - Total</b>	<b>1.50</b>	<b>1.50</b>	<b>1.50</b>
<b>CITY ATTORNEY</b>			
<b>City Attorney</b>			
Administrative Assistant I/II/III	1.00	1.00	0.00
City Attorney	1.00	1.00	1.00
Legal Assistant	0.00	0.00	1.00
Legal Secretary	1.00	1.00	1.00
<b>Total</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>CITY ATTORNEY - Total</b>	<b>3.00</b>	<b>3.00</b>	<b>3.00</b>
<b>HUMAN RESOURCES</b>			
<b>Human Resources</b>			
Human Resources Director	1.00	1.00	1.00
Human Resources Manager	1.00	1.00	1.00
HR Analyst I/II	1.00	1.00	1.00
HR Technician	1.00	1.00	1.00
<b>Total</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>
<b>HUMAN RESOURCES - Total</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>

# AUTHORIZED POSITIONS BY DEPARTMENT

## Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 03/11/24
<b>FINANCE</b>			
<b>Finance</b>			
Accountant I/II	0.00	0.00	1.00
Administrative Technician I/II	1.00	1.00	1.00
Customer Service Representatives I/II	5.00	5.00	4.00
Customer Service Supervisor	1.00	1.00	1.00
Deputy Finance Director	1.00	0.00	0.00
Director of Finance	1.00	1.00	1.00
Finance Manager	1.00	1.00	1.00
Management Analyst I/II	2.00	2.00	2.00
Senior Customer Service Representative	1.00	1.00	1.00
Senior Accountant	1.00	1.00	1.00
Senior Management Analyst	1.00	1.00	1.00
<b>Total</b>	<b>15.00</b>	<b>14.00</b>	<b>14.00</b>
<b>FINANCE - Total</b>	<b>15.00</b>	<b>14.00</b>	<b>14.00</b>
<b>INFORMATION SYSTEMS</b>			
<b>Information Systems</b>			
Director of Information Systems	1.00	1.00	1.00
Chief Information Officer	1.00	1.00	0.00
Information Technology Technician	0.00	0.00	1.00
Information Technology Engineer I/II/III	6.00	6.00	7.00
Management Analyst I/II	1.00	1.00	1.00
<b>Total</b>	<b>9.00</b>	<b>9.00</b>	<b>10.00</b>
<b>INFORMATION SYSTEMS - Total</b>	<b>9.00</b>	<b>9.00</b>	<b>10.00</b>
<b>COMMUNITY DEVELOPMENT</b>			
<b>Planning</b>			
Administrative Assistant I/II/III	0.10	0.10	0.10
Associate Planner	1.00	1.00	1.00
Director of Community Development	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Senior Planner	1.00	1.00	1.00
<b>Total</b>	<b>4.10</b>	<b>4.10</b>	<b>4.10</b>
<b>COMMUNITY DEVELOPMENT - Total</b>	<b>4.10</b>	<b>4.10</b>	<b>4.10</b>

# AUTHORIZED POSITIONS BY DEPARTMENT

## Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 03/11/24
<b>PUBLIC SAFETY</b>			
<b>Police</b>			
<b>Sworn</b>			
Police Captain	0.00	0.00	2.00
Police Chief	1.00	1.00	1.00
Police Corporal	0.00	0.00	5.00
Police Commander	2.00	2.00	0.00
Police Lieutenant	1.00	1.00	2.00
Police Officer	32.00	32.00	27.00
Police Sergeant	6.00	6.00	6.00
<b>Total</b>	<b>42.00</b>	<b>42.00</b>	<b>43.00</b>
<b>Non-Sworn</b>			
Police Crime and Intelligence Analyst I/II	0.00	0.00	1.00
Police Records Assistant I/II	2.00	2.00	2.00
Police Records Supervisor	1.00	1.00	1.00
Property & Evidence Manager	0.00	0.00	1.00
Property & Evidence Technician	1.00	1.00	1.00
<b>Total</b>	<b>4.00</b>	<b>4.00</b>	<b>6.00</b>
<b>Administration</b>			
Management Analyst I/II	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
<b>Total</b>	<b>2.00</b>	<b>2.00</b>	<b>2.00</b>
<b>Community Services Division</b>			
Community Services Supervisor	1.00	1.00	1.00
Community Services Officer I/II/III	5.00	5.00	5.00
Administrative Assistant I/II/III	1.00	1.00	1.00
Animal Center Assistant	1.00	1.00	1.00
Animal Shelter Supervisor	1.00	1.00	1.00
<b>Total</b>	<b>9.00</b>	<b>9.00</b>	<b>9.00</b>
<b>PUBLIC SAFETY - Total</b>	<b>57.00</b>	<b>57.00</b>	<b>60.00</b>
<b>PARKS, RECREATION AND MAINTENANCE SERVICES</b>			
<b>Parks and Recreation</b>			
Administrative Assistant I/II/III	3.00	3.00	3.00
Director of Parks, Recreation and Maintenance	1.00	1.00	1.00
Fleet Attendant	0.00	0.00	0.45
Management Analyst I/II	1.00	1.00	1.00
Parks and Recreation Manager	0.00	0.00	1.00
Recreation Coordinator	3.00	3.00	3.00
Recreation Leaders	9.45	9.45	9.00
Recreation Manager	1.00	1.00	0.00

# AUTHORIZED POSITIONS BY DEPARTMENT

## Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 03/11/24
Recreation Supervisor	2.00	2.00	2.00
Senior Administrative Assistant	1.00	1.00	1.00
Senior Recreation Leaders	5.00	5.00	5.00
<b>Total</b>	<b>26.45</b>	<b>26.45</b>	<b>26.45</b>
<b>Maintenance Services</b>			
Landscape and Irrigation Specialist	1.00	1.00	0.00
Maintenance Services Supervisor	1.00	1.00	2.00
Maintenance Worker I/II/III	5.00	5.00	5.00
Parks and Recreation Supervisor	1.00	1.00	1.00
Senior Recreation Leaders	2.00	2.00	2.00
<b>Total</b>	<b>10.00</b>	<b>10.00</b>	<b>10.00</b>
<b>PARKS, RECREATION AND MAINTENANCE - Total</b>	<b>36.45</b>	<b>36.45</b>	<b>36.45</b>
<b>BUILDING SAFETY AND INSPECTIONS</b>			
<b>Building</b>			
Administrative Assistant I/II/III	0.60	0.60	0.60
Assistant City Manager	0.32	0.32	0.32
Building Inspector I/II/III	3.00	3.00	3.00
Chief Building Official	1.00	1.00	1.00
Management Analyst I/II	1.00	1.00	1.00
Permit and Plan Check Supervisor	1.00	1.00	1.00
Permit Technician I/II/III	3.00	3.00	3.00
<b>Total</b>	<b>9.92</b>	<b>9.92</b>	<b>9.92</b>
<b>BUILDING SAFETY AND INSPECTIONS - Total</b>	<b>9.92</b>	<b>9.92</b>	<b>9.92</b>
<b>PUBLIC WORKS</b>			
<b>Public Works</b>			
Administrative Assistant I/II/III	3.30	3.30	3.30
Assistant City Manager	0.43	0.43	0.43
Assistant Engineer	3.00	3.00	1.00
Associate Engineer	1.00	1.00	3.00
City Engineer	1.00	1.00	1.00
Compliance Engineer	1.00	1.00	1.00
Construction Inspector I/II/III	3.00	3.00	3.00
Construction Superintendent	1.00	1.00	1.00
Electrician / Instrument Technician	1.00	1.00	1.00
Executive Assistant	1.00	1.00	1.00
Maintenance Worker I/II/III	3.00	3.00	3.00

# AUTHORIZED POSITIONS BY DEPARTMENT

## Summary by Department

	2023/24 Adopted Budget	2023/24 Amended 07/10/23	2023/24 Amended 03/11/24
Management Analyst I/II	1.00	1.00	1.00
Meter Reader I/II	2.00	2.00	2.00
Principal Engineer	0.00	0.00	1.00
Project Manager	0.00	0.00	1.00
Senior Civil Engineer	2.00	2.00	1.00
Senior Construction Manager	1.00	1.00	1.00
Streets and Maintenance Operation Manager	1.00	1.00	1.00
Utility Operations Superintendent	1.00	1.00	1.00
Utility Operator I/II/III	7.00	7.00	7.00
Utility Plant Supervisor	1.00	1.00	1.00
<b>Total</b>	<b>34.73</b>	<b>34.73</b>	<b>35.73</b>
<b>PUBLIC WORKS - Total</b>	<b>34.73</b>	<b>34.73</b>	<b>35.73</b>
<b>Grand Total</b>	<b>177.45</b>	<b>177.45</b>	<b>182.45</b>